

## CONSENT AND CO-EXISTENCE AGREEMENT

This Consent and Co-existence Agreement ("Agreement") is by and between Lincoln Global, Inc., an Delaware corporation having a place of business at 17721 Railroad Street, City of industry, CA 91748, ("Lincoln"), and EZ-FLO International, Inc., a California corporation having a place of business at 2750 East Mission Boulevard, Ontario, CA 91761 ("EZ-FLO"), (collectively the "Parties.")

### RECITALS

WHEREAS, EZ-FLO is the owner of U.S. Registration No 3,838,185 for the mark FIERCE TOOLS WITH BITE & design in International Classes 7, 8, and 9.

WHEREAS, LINCOLN is the owner of U.S. Trademark Application No. 85/261,168 for the mark FIERCE in International Class 9.

WHEREAS, the Parties each recognize the validity of their respective marks in the United States, and wish to avoid any conflicts therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The parties believe that confusion is not likely to arise from the use or registration of their respective marks and/or the respective products upon which each Party's mark is used.

2. EZ-FLO consents to the use and registration by Lincoln of the FIERCE trademark that is used in connection with "Solderers' helmets; Welding helmets" in Class 9. EZ-FLO will take no action to interfere with the use and registration of Lincoln's FIERCE mark on goods or services in the United States.

3. Lincoln will take no action in the United States to interfere with the use and registration by EZ-FLO of EZ-FLO's FIERCE TOOLS WITH BITE & design trademark that are used in connection with the goods as recited in the current '185 registration as listed below:

Class 7: Power tools, namely, drills, hammer drills, rotary hammer drills, reciprocating saws, circular saws, jig saws, chop saws, compound mitre saws, drill presses, band saws, tile saws, angle grinders; power tool parts, namely, drill bits, crosshead bits, slotted bits, magnetic bit holders, magnetic bit extensions, nut setters, flat boring bits, auger bits, masonry bits, reciprocating saw blades, band saw blades, circular saw blades; drain cleaning machines; charging manifolds for air conditioning condensing units and refrigerators; wire brushes for use in machines

Class 8: Hand tools, namely, closet augers, canister augers, sink augers, sewer rods, hole saws, drain cleaning cables, drain cleaner cutters, urinal augers, pipe wrenches, plug wrenches, no hub wrenches, strap wrenches, pipe threaders, PVC pipe cutters, plastic pipe cutters, vises, tubing cutters, flaring tools, basin wrenches, crimping tools, water meter keys in the nature of a hand tool used to grip the handle of a shutoff valve, handle pullers for pulling faucet handles off their stems and faucet cartridges or off their fittings, seat wrenches, socket wrenches, faucet reseaters to rethread a faucet seat to correct leaking seats, hand saws, hacksaws, disposer wrenches, cable saws, wallboard saws, utility knives, utility blades, tile cutters, pliers, slip joint pliers, tongue and groove pliers, diagonal pliers, longnose pliers, linemens pliers, locking pliers, tile cutting pliers, adjustable wrenches, PVC pliers, locknut pliers, wire strippers, wire cutters, side cutters,

screwdrivers, nut drivers, hex keys to loosen and tighten Allen or Hex screws, aviation snips, seamers for sheet metal bending, tensioning tools in the nature of adjustable pliers, strap wrenches, and pliers, tinnern snips, tool belts, wrenches, socket sets, multi-plier tools in the nature of foldable pliers, pocket knives, bolt cutters, hammers, mallets, files, clamps, c-clamps, chisels, staple guns, scissors; hand tool parts, namely, drill bits, crosshead bits, slotted bits, magnetic bit holders, magnetic bit extensions, nut setters, flat boring bits, auger bits, masonry bits

Class 9: Protective work gloves, magnetic and non-electric wall stud finders, tape measures, measuring reels, carpenters levels, plumb levels, plumb bobs, knee pads for workers, hard hats, dust masks, face protection shields, safety goggles, protective eyewear, ear plugs not for medical purposes, respirators other than for artificial respiration, hearing protection headsets not for medical use, vapor respirators other than for artificial respiration, filters for respiratory masks, protective industrial boots, reflective safety vests, multi-testers for detecting current in an electrical circuit, multimeters for detecting current in an electrical circuit, voltage testers, thermometers

4. Each Party and its employees, agents, representatives, successors, assigns and licensees, do hereby forever release, acquit, and discharge the other Party and its shareholders, officers, employees, agents, representatives, successors, assigns, licensees, and customers from any and all claims arising from, connected with, or in any way growing out of the subject matter of this Agreement.

5. The Parties shall cooperate and consult with one another, in good faith, should conditions suggest to either party that their respective uses of their marks are causing confusion, all in the view of attempting to carry out the spirit and interest of this Agreement to ensure that no substantial likelihood of confusion between the Parties shall occur among the purchasing public as a result of their respective uses of the marks. The Parties agree to notify each other of any consumer confusion.

6. This Agreement shall continue in full force and effect in perpetuity unless it is terminated by mutual written agreement of the Parties, or a Party (or authorized successor) to this Agreement ceases to conduct business and/or operate as a legal entity for a period of one (1) full year.

7. All terms and conditions of this Agreement are binding upon and inure to the benefit of the Parties, their principals, successors, permitted assigns, and licensees, and no Party may assign this Agreement except to entities sharing common majority ownership with the Party or to a purchaser of substantially all assets of that Party's business relating to its FIERCE TOOLS WITH BITE & design or FIERCE line of products and services.

8. If any provision or any portion of this Agreement is construed to be illegal, invalid, or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

9. A failure of any Party to enforce at any time any term, provision, or condition or this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, or shall any single or partial exercise preclude any other right or option herein. In no way

whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

10. Each of the Parties separately represents and warrants that it has the capacity and the right to enter into this Agreement, and to fulfill and carry out all of the terms and conditions of this Agreement.

11. Each party has received independent legal advice about its rights or asserted rights arising out of matters in controversy, about its ability to derive any benefit from this Agreement, and about the advisability of making and executing this Agreement. As such, this Agreement will not be interpreted against either party.

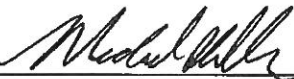
12. This Agreement embodies the entire agreement and understanding between EZ-FLO and LINCOLN regarding the FIERCE TOOLS WITH BITE & design trademark and the FIERCE trademark.

13. This Agreement may be changed, waived, discharged, or terminated only by an instrument in writing signed by both parties.

14. This Agreement may be executed in one or more counterparts, by original or facsimile signature, each of which shall be deemed to be an original, but together shall constitute one and the same instrument.

15. This Agreement is effective as of the date that it has been fully executed by both parties.

**EZ-FLO International, Inc.**

By: 

Title: General Counsel

Date: 11/18/11

**Lincoln Global, Inc.**

By: 

Title: Chief Counsel / IP

Date: 11/21/11