

## TRADEMARK REGISTRATION CONSENT

THIS TRADEMARK REGISTRATION CONSENT AGREEMENT (the "Consent") is entered into as of January ~~6th~~ 2018 (the "Effective Date"), by and between Microsoft Corporation ("Microsoft"), a Washington corporation with a primary business address of One Microsoft Way, Redmond, WA 98052 and QBEATS Inc. ("QBEATS"), a Delaware corporation with a primary business address of 32 West 39th Street, 7th Floor New York, NY 10018 and (together, the "Parties").

### Background

- A. Microsoft is the owner of the well-established and famous WINDOWS mark (the "Microsoft Mark"), which is the subject of numerous trademark registrations and applications covering a wide range of computer software and hardware, as well as related goods and services (the "Microsoft Offerings"), among them U.S. Registration Nos. 1872264, 1989386, 2147260 and 2559402 (collectively, including registrations not listed here, the "Microsoft Registrations"), and pending U.S. Application Serial No. 87/473,722 (the "Microsoft Application") in Classes 9, 38, 41 and 42.
- B. QBEATS has filed U.S. Application Serial No. 86/944,001 (the "QBEATS Application") for the mark PAYWINDOWS (the "QBEATS Mark"), covering software goods and services associated with digital media content as well as advertising services in Classes 9, 35 and 42 (the "QBEATS Offerings").
- C. The QBEATS Application has been cited as a potential basis for refusal by the United States Patent and Trademark Office ("USPTO") against the Microsoft Application, and Microsoft has requested an extension of time to oppose the QBEATS Application.
- D. In recognition of Microsoft's well-established rights to the Microsoft Mark and the Microsoft Registrations, QBEATS has agreed to amend the QBEATS Mark to PAYWINDOW (the "Amended QBEATS Mark") and provide written consent for the registration of the Microsoft Application. In exchange, Microsoft has agreed to consent to the registration of the QBEATS Application for the Amended QBEATS Mark.

NOW, THEREFORE, for the reasons set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:


1. No Likelihood of Confusion. After careful consideration and based on the Parties' familiarity with the industry and consumers of their respective products, the Parties believe that use and registration of the Amended QBEATS Mark, as amended to the singular form PAYWINDOW, is not likely to lead to consumer confusion in use with the QBEATS Offerings. Further, QBEATS recognizes the well-established rights held by Microsoft to the Microsoft Mark, and the Parties accordingly believe the Microsoft Mark as covered by the Microsoft Application will be widely associated by consumers with Microsoft without consumer confusion with respect to QBEATS or the Amended QBEATS Mark.
2. Consent to Use and Registration. Microsoft consents to QBEATS use and registration of the Amended QBEATS Mark with the QBEATS Offerings, and QBEATS consents to Microsoft's use and registration of the Microsoft Mark with the Microsoft Offerings, including specifically the goods and services covered by the Microsoft Application.



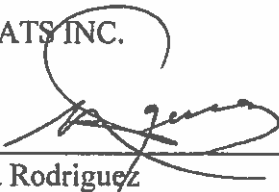
3. Further Actions. The Parties agree to take reasonably necessary steps to eliminate or minimize confusion between their respective marks should such confusion occur or become likely in the future.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MICROSOFT CORPORATION

By:   
Elena Grimme  
Assistant General Counsel  
One Microsoft Way  
Redmond, WA 98052

QBEATS INC.

By:   
Anna Rodriguez  
Founder, CEO  
32 West 39th Street, 7th Floor  
New York, NY 10018