

TRADEMARK CONSENT AND COEXISTENCE AGREEMENT

This Trademark Consent and Coexistence Agreement (this "Agreement") is made as of October 9, 2018 (the "Effective Date") by and between Lyman Products Corp. ("Lyman") and Defiance Machine, Inc. ("Defiance").

WHEREAS, Lyman sells pistol grips under the trademark RENEGADE and owns U.S. Trademark Registration No. 5167546 for the RENEGADE Mark (the "Lyman Registration");

WHEREAS, Defiance intends to use, and filed U.S trademark application Serial No. 88/112436 to register, the RENEGADE mark (the "Defiance Application");

WHEREAS, the Parties agree that, subject to the terms set forth below, their respective uses of their RENEGADE marks for their respective products is not likely to result in confusion among consumers;

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

1. Defiance will not use, license, or attempt to register the RENEGADE mark for use with pistol grips or other parts or accessories for pistols. Defiance consents to and will not challenge Lyman's use or registration of the RENEGADE mark in association with pistol grips or other parts or accessories for pistols, including the Lyman Registration.

2. Lyman will not use, license, or attempt to register the RENEGADE mark for use with bolt action receivers for rifles. Lyman consents to and will not challenge Defiance's use or registration of the RENEGADE mark in association with bolt action receivers for rifles, including the Defiance Application.

3. The Parties have considered the realities of the marketplace and agree that their use of their respective marks in association with their respective products in compliance with this Agreement is not likely to result in confusion among consumers due to the differences in the products associated with each mark and their strong brand recognition of their respective primary trade names, LYMAN and DEFIANCE. The Parties further agree if they become aware of any such confusion, then they will work together in good faith to alleviate the risk of further confusion.

4. The Parties agree to cooperate, including to execute further documents which may be necessary or proper, to effectuate the terms of this Agreement, including the registration of the Parties' respective marks with their respective products.

5. This Agreement may not be assigned except upon the written consent of both Parties, provided that each Party may assign its respective rights under this Agreement without the consent of the other Party in the event that a Party hereafter effects a reorganization, consolidates


with or merges into any other entity, or transfers all or substantially all of its properties or assets to any other person or entity. Other than as set forth herein, any attempted assignment of this Agreement, in whole or in part, will be void and given no effect. This Agreement will be binding upon and benefit the Parties and their respective successors and permitted assigns.

6. This Agreement applies throughout the United States and constitutes the entire agreement between the Parties as to the subject matter hereof. No modification of this Agreement will be valid unless made in writing and signed by both Parties. This Agreement may be executed in counterparts each of which will constitute an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LYMAN PRODUCTS CORP.

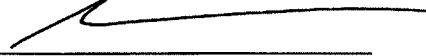
By: RICHARD PANZINGER

Name: 

Title: CEO

DEFIANCE MACHINE, INC.

By: GLEN HARRISON

Name: 

Title: CEO