

CONSENT AGREEMENT

This Consent Agreement ("Agreement"), effective as of the date of the last signature set forth below, is by and between Texas Capital Bank, N.A., a national banking association with an address at 2000 McKinney Avenue, Suite 700 Dallas, Texas, United States 75201 ("Texas Capital Bank"); and Basck Limited Company, a limited company organized under the laws of the United Kingdom, with an address at 16 Saxon Road Cambridge, United Kingdom CB5 8HS ("Basck"). Texas Capital Bank and Basck are referred to collectively as "Parties."

WHEREAS, Basck has registered the mark BASCK under U.S. Registration No. 5,999,271 (the "BASCK Mark");

WHEREAS, Texas Capital Bank has adopted the marks BASK, BASK BANK, and BASK FINANCIAL, which are the subjects of U.S. Trademark Application Serial Nos. 88/374,263, 88/374,267, and 88/374,270 (the "BASK Marks");

WHEREAS, the U.S. Patent and Trademark Office has cited the BASCK Mark as being conflicting against the BASK Marks;

WHEREAS, the Parties have concluded that confusion, mistake, or deception would not likely result from the concurrent use throughout the United States by Basck of the BASCK Mark and by Texas Capital Bank of the BASK Marks, based upon the best information available to the Parties and their knowledge of the market conditions under which the respective marks are and will be used, including the following:

- (a) The significant differences in the Parties' respective goods and services;
- (b) The differences in the Parties' respective marks, including as to appearance and connotation; and
- (c) The care taken by the Parties' respective consumers when making decisions to engage companies for the services offered by either of the Parties.

WHEREAS, the Parties are not aware of any actual confusion between their respective trademarks and agree to take reasonable measures under the circumstances to market their respective goods so as to mitigate any likelihood of confusion. In the event that actual confusion occurs, the Parties agree to take reasonable steps to notify each other and to take adequate measures to cooperate to correct the confusion and to prevent future likelihood of confusion.

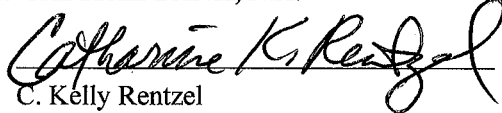
WHEREAS, Basck and Texas Capital Bank recognize the validity of each other's respective marks in connection with their offerings and wish to avoid any conflict with the other's use or registration of its marks.

NOW THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

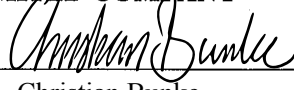
1. Basck consents to Texas Capital Bank's use and registration of the BASK Marks, and will take no action to oppose, cancel, or otherwise challenge the BASK Marks.
2. Texas Capital Bank acknowledges Basck's global rights in the BASCK Mark, including Basck's use and registration of the BASCK Mark, whether alone or with any other terms or designs, in connection with any goods or services, and undertakes not to take any action to object to or interfere with the use or registration of such marks by or on behalf of Basck in standard character or logo form for any goods or services.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date of the last signature below.

TEXAS CAPITAL BANK, N.A.

By: 
Name: C. Kelly Rentzel
Title: Executive Vice President, General Counsel
Date: June 9, 2020

BASCK LIMITED COMPANY

By: 
Name: Christian Bunke
Title: Managing Director
Date: 12 June 2020