

CONSENT AGREEMENT

This Consent Agreement (“Agreement”), effective as of the date of the last signature below (“Effective Date”), is between Microsoft Corporation, a Washington corporation with its principal place of business at One Microsoft Way, Redmond, Washington 98052 (“Microsoft”), and Robert Shields, with an address of 746 S Chadwick Street, Philadelphia, Pennsylvania, 19146 (“Shields”). Together, Microsoft and Shields are referred to as the “Parties” and individually as a “Party.”

RECITALS

Shields is the owner of U.S. Reg. No. 5421762 for the mark NEON WASTELAND in connection with “Video game software” in Class 9 and “Comic books” in Class 16.

Microsoft is the owner of U.S. SN 97669269 for the mark WASTELAND in connection with “posters; playing cards; books in the field of computer and video games; printed instructional and teaching materials in the field of computer and video games; prints; stickers, sticker albums, sticker books” in Class 16.

Microsoft is also the owner of long-standing trademark rights in the mark WASTELAND in connection with video games and related items, including Reg. Nos. 3,330,400 and 3,330,400.

The U.S. Trademark Office has cited Shields’ Reg. No. 5421762 against Microsoft’s SN 97669269.

The Parties have exchanged information about their respective marks and uses and have agreed to certain terms to avoid a likelihood of confusion between their respective WASTELAND and NEON WASTELAND marks. For example, under the Parties’ agreement, Shields agreed to (i) delete Class 9 “Video game software” from his U.S. Reg. No. 5421762 for the mark NEON WASTELAND, and (ii) cease use of NEON WASTELAND with video games or computer games. Microsoft agreed to Shields’ continued use of NEON WASTELAND as the name of a particular comic book and with (i) NFT collections for art, animation, and collectible digital items related to comics, and (ii) mechanisms of interactive comics so long as there are no mentions of video games or computer games.

Shields wishes to provide consent to the registration of Microsoft’s SN 97669269.

THEREFORE, in consideration of the mutual benefits and obligations in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

1. In light of the Parties’ agreement, the restrictions on Shield’s use and registration of NEON WASTELAND, and the resulting distinctions between the parties’ uses of their respective


marks, the Parties offer different and distinguishable goods and services such that consumers would not view Shields' NEON WASTELAND mark as being related to Microsoft's WASTELAND mark.

2. Neither Party has observed or experienced any instances of actual consumer confusion.
3. The Parties have agreed to continue using their respective trademarks in a manner that will not create consumer confusion, and to take reasonable steps to prevent confusion from occurring. In the unlikely event that consumer confusion does occur or is believed to have occurred, the Parties will make reasonable efforts to eliminate such confusion and cooperate in good faith to prevent any further confusion from arising in the future.
4. In light of the foregoing, Shields consents to Microsoft's registration of SN 97669269.

The Parties agree to all of the above terms and conditions as of the Effective Date.

MICROSOFT CORPORATION

ROBERT SHIELDS

By:  _____
Name: Camillo Gatta
Title: Assistant Secretary

By:  _____
Name: Robert Shields

Sep 7, 2023