

CONSENT AGREEMENT

This CONSENT AGREEMENT (the "Agreement") is entered into and effective as of 4/10, 2015, by and between Lafco Enterprises Inc. ("Lafco"), a corporation organized under the laws of New York with an address at 285 Lafayette Street, New York, New York 10012 and Burwell Industries, Inc. ("Burwell"), a corporation organized under the laws of Colorado with an address at 6890 South Emporia Street, Englewood, Colorado 80112.

WHEREAS, Lafco owns the trademark LIBRARY for use with Reeds and scented oils sold as a unit for use in room scent diffusers; room fragrance refills for non-electric room fragrance dispensers; candles ("Lafco's Goods"), including Serial No. 86331284, as applied for with the United States Patent and Trademark Office ("USPTO");

WHEREAS, Burwell owns the trademark LIBRARY OF FLOWERS for use with eau de parfum; perfume; fragrances; hand cream; shower gel; bubble bath; bar soap; perfume sampler kit consisting of samples of different fragrances; bath oil; bath milk; perfumed cream; beauty cream; body cream; and candles ("Burwell's Goods"), including Serial No. 86327908 as applied for with the USPTO;

WHEREAS, Burwell owns the trademark LIFE LIBRARY for use with wholesale and retail store, mail order, and computer on-line ordering services featuring perfume, sachets, picture frames, candles, bubble bath, hand and body lotion, body powder, bedding, pajamas, hand bags, and stationary ("Burwell's Services"), including Registration No. 3,584,596 as registered with the USPTO; and

WHEREAS, the parties believe that there will be no likelihood of confusion caused by Lafco's and Burwell's coexisting uses of their respective LIBRARY and LIBRARY OF FLOWERS and LIFE LIBRARY marks, including because of the differences in the parties' marks.

WHEREAS, the parties desire to avoid any dispute or future likelihood of confusion between their respective marks, and to that end have reached this Agreement.

NOW THEREFORE in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Burwell consents to the use and registration of Lafco's LIBRARY mark in connection with Lafco's Goods and to submission of this Consent Agreement to any court or administrative tribunal as well as to the USPTO.
2. Lafco consents to the use and registration of Burwell's LIBRARY OF FLOWERS mark in connection with Burwell's Goods and to submission of this Consent Agreement to any court or administrative tribunal as well as to the USPTO.
3. Burwell will not oppose, seek to cancel or otherwise object to Lafco's use and registration of Lafco's LIBRARY mark in connection with Lafco's Goods.
4. Lafco will not oppose, seek to cancel or otherwise object to Burwell's use and registration of Burwell's LIBRARY OF FLOWERS mark in connection with Burwell's Goods.
5. Lafco will not seek to cancel or otherwise object to Burwell's use and registration of Burwell's LIFE LIBRARY mark in connection with Burwell's Services.

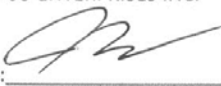
6. The parties agree that in their use of the trademarks described herein, they will cooperate to prevent confusion among the public.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year written above.

BURWELL INDUSTRIES, INC.

LAFCO ENTERPRISES INC.

By: 
Name: JON PAUL RUBLEW
Title: CEO

By: 
Name: JONATHAN BRESLER
Title: PRESIDENT