

CONSENT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into as of the last date of execution set forth below (the “Effective Date”), is made by and between The College of Wooster, an Ohio corporation with a business address of 1189 Beall Avenue, Wooster, Ohio 44691, and Taylor Your Life, LLC, a Georgia limited liability company with a business address of 31 Hickory Bend Road, Atlanta, Georgia 30349 (together, “the Parties”, and each sometimes referred to herein as a “Party”);

WHEREAS, Taylor Your Life has adopted and is using in commerce, or intends to use in commerce, the CREATE(HER) mark, on and in connection with the services set forth on Exhibit A attached hereto and incorporated herein by reference (the “Taylor Mark” and the “Taylor Services”, respectively), and is the owner of U.S. Trademark Application Serial No. 87/828,755 therefor, filed March 10, 2018 (the “Taylor Application”);

WHEREAS, The College of Wooster has adopted and is using in commerce the CREATEHER mark and the CREATEHER INSPIRING WOMEN TO LEAD & LOGO mark, on and in connection with the services set forth on Exhibit B attached hereto and incorporated herein by reference (the “Wooster Mark” and the “Wooster Services”, respectively), and is the owner of U.S. Application Serial Nos. 88/068,152 and 88/068,237 therefor, respectively, filed August 7, 2018 (the “Wooster Applications”);

WHEREAS, the U.S. Patent & Trademark Office Examining Attorney has issued office actions (the “Office Actions”) against the Wooster Applications, provisionally citing therein a likelihood of confusion with the Taylor Application pursuant to 15 U.S.C. § 1052(d), should the same proceed to registration;

WHEREAS, The College of Wooster has filed Opposition No. 91245899 with the Trademark Trial and Appeal Board against the Taylor Application (the “Opposition”);

WHEREAS, each Party believes that the concurrent use of their respective Marks on and in connection with their respective Services, and through their respective Trade Channels, is not likely to cause confusion, mistake, or deception because the Wooster Marks, Services, and Trade Channels are different from and unrelated to the Taylor Mark, Services, and Trade Channels;

WHEREAS, the Parties mutually desire to resolve any issues between them surrounding their use and registration of their respective Marks on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The Parties acknowledge and agree that the Taylor Services are faith-based in nature, and are and will be offered and provided for use primarily in faith-based settings, religious settings, and other educational settings (the “Taylor Trade Channels”).

2. The Parties acknowledge and agree that the Wooster Services are educational in nature, and are and will be offered and provided for use primarily in educational or college/university settings or in community settings in connection with educational or college/university offerings (the “Wooster Trade Channels”).
3. Taylor Your Life hereby consents to The College of Wooster’s use, licensing for use, and registration of the Wooster Marks, in any applicable jurisdiction(s), on and in connection with the Wooster Services, to be offered through the Wooster Trade Channels.
4. The College of Wooster hereby consents to Taylor Your Life’s use, licensing for use, and registration of the Taylor Mark, in any applicable jurisdiction(s), on and in connection with the Taylor Services, to be offered through the Taylor Trade Channels.
5. The Parties each agree that due to differences between their respective Marks, their respective Services, and their respective Trade Channels, there will be no likelihood of confusion.
6. The Parties state that their respective Marks have been in concurrent use for more than one year, and during that time, there have been no instances of actual confusion.
7. The Parties agree that each Party shall take no action to challenge the other Party’s use, licensing for use, or registration of its respective Mark as permitted hereunder, so long as such other Party is in compliance with its obligations hereunder.
8. The Parties each agree to market and sell their respective Services in such a way as to avoid any likelihood of confusion, mistake, and/or deception between them.
9. Should any actual confusion arise, the Parties agree to cooperate to take steps necessary to alleviate or correct any such actual confusion, and to prevent consumer confusion in the future.
10. Upon full execution of this Agreement by the Parties, The College of Wooster will promptly submit it to the USPTO in response to the Office Actions, for action and decision by the Examining Attorney.
11. Within ten (10) days of the Effective Date hereof, The College of Wooster will dismiss with prejudice the Opposition.
12. Upon reasonable request by a Party, each Party agrees to provide any additional documents or consents to the other Party as permitted under this Agreement and as may be required to effectuate the intent of this Agreement.
13. This Consent Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and may not be amended in any way except by an instrument in writing duly executed by both Parties.

14. This Consent Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective officers, agents, servants, affiliates, successors, assigns, and licensees.
15. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitutes one and the same Agreement. Portable Document Format (PDF) signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Consent Agreement to be executed as of the last date written below.

THE COLLEGE OF WOOSTER

By: Peter Abramo

Name: Peter Abramo

Title: Director of Entrepreneurship

Date: 7/16/20

TAYLOR YOUR LIFE, LLC

By: Taylor Bell

Name: Taylor Bell

Title: Founder, CEO

Date: 6/16/2020