

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Consent Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trevco Holding Corp.		02/13/2002	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Trevco, Inc.		
Street Address:	1950 Stephenson Hwy.		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2828150	T TREVCO	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	asujek@bodmanlongley.com		
Correspondent Name:	Angela Sujek-Bodman, Longley & Dahling		
Address Line 1:	110 Miller, Suite 300		
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NAME OF SUBMITTER:	Angela Alvarez Sujek		
Total Attachments: 4			
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CONSENT AGREEMENT

THIS CONSENT AGREEMENT is entered into and effective as of this 13th day of February 2002, by and between **TREVCO HOLDING CORP.** (hereinafter "Holding"), a Canadian corporation, whose address is 95 Walker Drive, Brampton, Ontario, Canada L6T 5H7 and **TREVCO, INC.**, (hereinafter "Inc.") a Michigan corporation, whose address is 1950 Stephenson Hwy., Troy, Michigan 48083 (hereinafter "Consent Agreement").

RECITALS:

A. WHEREAS, Inc. is the owner of incontestable U.S. Trademark Registration No. 1,711,817 for TREVCO for the following goods and services: "screen printing of artwork on garments to the specification of others" and "screen-printed garments; namely, t-shirts, sweatshirts, nightshirts, and jackets (hereinafter "Inc.'s Registration");

B. WHEREAS, Inc. has filed U.S. Application Serial No. 76/283,012 with the U.S. Patent and Trademark Office for the following services: "graphic art design for others; wholesale distribution services, featuring clothing and headwear; wholesale distribution services, featuring lighters, pens, pencils, key chains, knives, money clips, tape measures, pocket flashlights, and belt buckles; wholesale distribution services, featuring incense; wholesale distribution services, featuring bath salts, massage oil, candles, potpourri, soap, essential oils, and perfume; wholesale distribution services, featuring incense matches; wholesale distribution services, featuring incense burners, incense catchers, and incense storage boxes" (hereinafter "Inc.'s Application"). The goods and services covered by Inc.'s Registration and the services covered by Inc.'s Application are hereinafter referred to as "Inc.'s Goods and Services";

C. WHEREAS, Holding is the owner of pending U.S. Application Serial No. 75/757,358 for TREVCO and Design for the following goods: "Christmas tree ornaments; Christmas tree decorations not being confectionery or illumination articles; toy snow globes; waterballs, namely, a product comprising a plastic base with a covering dome which encloses an ornament inside the dome and which dome is filled with water; Christmas stocking holders; Christmas tree skirts; Christmas stockings; Christmas tree stand covers; Christmas tree stands; artificial Christmas wreaths; dolls; doll accessories; doll cases; doll clothing; doll costumes; doll furniture; doll houses; doll house furnishings; action figures; play figures; tree toppers, namely, an ornamental product to decorate the top of a Christmas tree; decorative door hangers, namely, wood plaques" (hereinafter "Holding's Application"). The goods covered by Holding's Application are hereinafter referred to as "Holding's Goods";

D. WHEREAS, Inc. has filed an opposition to Holding's Application, which is pending before the U.S. Trademark Office, Trademark Trial and Appeal Board as Opposition No. 122,174 (hereinafter "the Opposition");

E. WHEREAS, Inc.'s Application has been refused registration under Section 2(d) of the Lanham Act on the grounds that there is a likelihood of confusion between Inc.'s Application and Holding's Application;

F. WHEREAS, the parties had previously discussed their respective uses of TREVCO at that time and exchanged correspondence on the issue, including but not necessarily limited to a letter dated June 4, 1999, from Susan M. Kornfield of Bodman Longley & Dahling LLP to Trevor Cohen, President of Holding;

G. WHEREAS, the parties believe that the continued use of their respective marks in connection with their respective goods and services as designated herein is not likely to cause confusion and wish to take steps to avoid any potential confusion;

H. WHEREAS, the parties wish to resolve their differences with respect to their respective uses of, registration for and applications for TREVCO without the need for continuing with the Opposition or any other proceeding or litigation.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. NO CONFUSION. The parties agree that their present respective use of TREVCO and future use in accordance with the terms of this Consent Agreement is not likely to cause confusion. However, the parties agree to co-operate now and in the future to avoid any confusion regarding either existing goods and services or proposed future goods and services of either party.

2. USE OF MARK BY INC.: Inc. may sell Inc.'s Goods and Services under the tradename and trademark TREVCO, with or without design components, and may use its tradename on all packaging and advertising.

3. USE OF MARK BY HOLDING: Holding may, under the tradename and trademark TREVCO, with or without design components, sell Holding's Goods and the following additional goods: articulated figurines; collectible figures; resin figures for Christmas, Halloween, Thanksgiving and Easter; seasonal and non-seasonal music boxes; home decorative items for Christmas Halloween, Thanksgiving and Easter; and all doll accessories (hereinafter "Holding's Additional Goods") and may use its tradename on all packaging and advertising.

4. CONSENT AGREEMENT: This Consent Agreement may be submitted to the United States Patent and Trademark Office and the Trademark Trial and Appeal Board in support of registration of Holding's Application and Inc.'s Application or future applications by either party consistent with this Consent Agreement.

5. COVENANTS OF HOLDING:

5.1 Holding agrees that it will not object to the use by Inc. of TREVCO as a trade name or trademark in connection with Inc.'s Goods and Services.

5.2 Holding agrees that it will not use the mark TREVCO as a trade name or trademark in connection with Inc.'s Goods and Services.

5.3 Holding agrees that it will not oppose any application or seek to cancel any registration of Inc.'s for the mark TREVCO, with or without design components, which are consistent with the terms of this Consent Agreement.

5.4 Holding agrees that some goods covered by Holding's Application are primarily intended and promoted for use during the Christmas, Halloween, Thanksgiving and Easter seasons, or for a Christmas, Halloween, Thanksgiving or Easter purpose, and, to reflect this intent, Holding will file a request for amendment to the identification of goods in Holding's Application to read as follows (amendments are underlined):

"Christmas tree ornaments; Christmas tree decorations not being confectionery or illumination articles; toy snow globes for Christmas, Halloween, Thanksgiving, Easter and non-seasonal; waterballs, namely, a product comprising a plastic base with a covering dome which encloses an ornament inside the dome and which dome is filled with water, for Christmas, Halloween, Thanksgiving, Easter and non-seasonal; Christmas stocking holders; Christmas tree skirts; Christmas stockings; Christmas tree stand covers; Christmas tree stands; artificial Christmas wreaths; dolls for Christmas Halloween, Thanksgiving and Easter; doll accessories; doll cases; doll clothing; doll costumes; doll furniture; doll houses; doll house furnishings; action figures; play figures; Christmas tree toppers, namely, an ornamental product to decorate the top of a Christmas tree; decorative door hangers for Christmas, Halloween, Thanksgiving and Easter, namely, wood plaques."

(Hereinafter "Holding's Amended Goods"). If the United States Patent and Trademark Office does not accept the requested amendment to the identification of goods as worded above, Holding will revise the language of the requested amendment at its discretion to both accommodate the objections of the United States Patent and Trademark Office and accomplish the intent of this Consent Agreement and specifically of this paragraph 5.4.

6. COVENANTS OF INC.:

6.1 Inc. hereby agrees that it will not object to Holding's use of TREVCO, with or without design components, as a trademark in connection with Holding's Amended Goods and Holding's Additional Goods.

6.2 Inc. agrees that it will not use the mark TREVCO, with or without design components, as a tradename or trademark in connection with Holding's Amended Goods or Holding's Additional Goods.

6.3 Inc. agrees that it will not continue to oppose Holding's Application for the mark TREVCO and design other than as presented herein, will not oppose any other application by

Holding for such mark for Holding's Amended Goods, the revised amended goods as provided in paragraph 5.4, and/or Holding's Additional Goods, and will not seek to cancel any resulting registrations from these applications or Holding's Application.

6.4 Inc. shall file the Consent Agreement together with a formal request to lift the suspension of Inc.'s Application with the Patent and Trademark Office within 10 days of the effective date of this Agreement.

6.5 Inc. shall file a written withdrawal of the Opposition with the Trademark Trial and Appeal Board, with prejudice, within 10 days of receipt from the Patent and Trademark Office of a Notice of Publication of Inc.'s Application.

7. **FURTHER DOCUMENTS.** The parties agree to execute any further agreements, consents or other documents which may be necessary or desirable to carry out the spirit and intent of this Consent Agreement, including, but not limited to, any such documents needed in connection with pending trademark applications of either party.

8. **PREVENTION OF CONFUSION.** The parties further agree that in the event they become aware of or are informed of confusion arising from the simultaneous use of their respective marks on their respective goods and services as set forth above, they will promptly inform one another of such confusion and will promptly and in good faith confer and cooperate with one another to work out appropriate steps to eliminate or minimize such confusion. The parties further agree that neither party will attempt to associate itself with the other party in any way in the future, and that neither party has done so in the past. The parties also agree that they will work together to resolve any potential confusion with proposed future goods and services.

9. **TERMINATION.** In the event that one of the parties abandons the marks covered by this Consent Agreement, this Consent Agreement will terminate and neither party will thereafter be restricted in its use of its mark as set forth in this Consent Agreement.

10. **TERRITORY.** The territory covered by this Consent Agreement is the United States.

IN WITNESS WHEREOF, the parties have entered into this Consent Agreement as of the date first written above.

TREVCO, INC.

By: James P. George
Name: PRESIDENT
Title: JAMES P. GEORGE

TREVCO HOLDING CORP.

By: Trevon Bowen
Name: Trevon Bowen
Title: PRESIDENT