

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347183

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Coexistence Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tobi Fairley		04/20/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fundacion BBVA Para Las Microfinanzas		
<b>Street Address:</b>	Paseo de Recoletos, No. 10		
<b>Internal Address:</b>	Ala Norte 1		
<b>City:</b>	Madrid		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	28002		
<b>Entity Type:</b>	FOUNDATION: SPAIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86222580	T F	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126618002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212 661 8000		
<b>Email:</b>	info@lmiplaw.com		
<b>Correspondent Name:</b>	Donald C. Lucas of Lucas & Mercanti LLP		
<b>Address Line 1:</b>	30 Broad Street		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	CLM-424-TM-OPP		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lucas and Mercanti LLP		
<b>Address Line 1:</b>	30 Broad Street		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Donald C. Lucas		

OP \$40.00 86222580

<b>SIGNATURE:</b>	/DCL/
<b>DATE SIGNED:</b>	07/08/2015
<b>Total Attachments: 6</b> source=Coexistence Agreement (20 04 15)#page1.tif source=Coexistence Agreement (20 04 15)#page2.tif source=Attachment A#page1.tif source=Attachment A#page2.tif source=Attachment B#page1.tif source=Attachment B#page2.tif	

## COEXISTENCE AGREEMENT

MEMORANDUM OF AGREEMENT between Fundacion BBVA Para Las Microfinanzas, a non-profit foundation registered in Spain and having an address at Paseo de Recoletos, No. 10, Ala Norte I, 28002 – Madrid, Spain (hereinafter “BBVA”) and Tobi Fairley an individual of the U.S. and having an address at 5507 Ranch Drive Suite 103, Little Rock, Arkansas, 72223, U.S.A. (hereinafter “Fairley”).

WHEREAS, Fairley has been using a TF logo mark for a variety of services and has applied for registration of her TF logo mark for her variety of services on March 16, 2014, the application number being 86/222,580 (see attachment A for her TF logo mark and her variety of services, hereinafter the “Fairley TF logo mark” and the “Fairley services”)

WHEREAS, BBVA has been using a TF logo mark for a variety of goods and services and owns U.S. Registration No. 3,730,665 dated December 29, 2009 for its TF logo mark for its variety of goods and services (see attachment B for its TF logo mark and its variety of goods and services, hereinafter the “BBVA TF logo mark” and the “BBVA goods and services”).

WHEREAS, BBVA has applied for an extension of time to oppose Fairley’s ‘580 application and the parties wish to settle this matter without an opposition.

NOW, THEREFORE, in consideration of settlement and the respective covenants set forth herein, the parties agree as follows:

1. Fairley agrees not to use or register the Fairley TF logo mark or a mark substantially similar to the Fairley TF logo mark for financial services.
2. Provided that Fairley abides by item 1, above, BBVA agrees not to object to Fairley’s use and registration of the Fairley TF logo mark for the Fairley services.
3. Fairley agrees not to object to BBVA’s use and registration of the BBVA TF logo mark for the BBVA goods and services.
4. Provided that Fairley abides by item 1, above, BBVA shall not oppose Fairley’s U.S. Application No. 86/222, 580.
5. Fairley shall take no action against BBVA’s Registration No. 3,730,665.
6. The parties agree to work together to avoid confusion by the purchasing public in packaging, advertising, and use of their respective marks on their respective goods and services.

7. The parties agree that neither party nor its licensees or related companies (as defined in 15 U.S.C. § 1127) shall advertise or otherwise represent or hold itself or its wares or services out to be sponsored, associated or in any way related to or approved by the other party.

8. This Agreement shall be binding on both parties and their affiliate companies worldwide.

9. This Agreement is freely assignable or transferable by either of the parties without the written consent of the other, provided such assignment is made in conjunction with the assignment of that party's respective mark as recited herein.


10. This Agreement constitutes the entire Agreement between the parties with respect to this subject matter herein recited and suspends all prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Dated: 4/6/15

By   
Name: \_\_\_\_\_

Dated: 4/20/15

By   
Name: \_\_\_\_\_