

TRADEMARK CO-EXISTENCE AGREEMENT

This Trademark Co-Existence Agreement (hereinafter "Agreement"), effective as of the ^{30th} ~~18th~~ day ^(with permission by JF) of ^{July} ~~June~~, 2014 (the "Effective Date"), is by and between Blizzard Entertainment, Inc., a Delaware corporation located and doing business at 16215 Alton Parkway, Irvine, California 92618 (hereinafter referred to as "Blizzard"), and Innovis Labs, Inc., an Arkansas corporation located at 3700 Royal Oak Drive, North Little Rock, Arkansas 72116 (hereinafter referred to as "Innovis"). Blizzard and Innovis are herein collectively referred to as the "Parties."

WHEREAS, Blizzard is the owner of pending domestic and foreign trademark applications for the trademark OVERWATCH, (hereinafter referred to as the "Mark");

WHEREAS, Blizzard, through its predecessors in interest, claims use of the Mark in connection with computer game software since at least as early as July 30, 2008;

WHEREAS, Innovis is the owner of pending domestic trademark applications for the Mark;

WHEREAS, Innovis desires to use the name "OVERWATCH" in connection with the development and distribution of a software application for providing communication, tracking and positioning capabilities among users of software applications;

WHEREAS, the Parties do not believe that there will be any likelihood of confusion, mistake or deception arising from their potential concurrent use of their respective marks and names as described herein;

WHEREAS, the Parties wish to preclude potential disputes with relation to the use of their respective marks and names;

NOW, THEREFORE, in consideration of the promises and mutual obligations and undertaking set forth herein, the Parties agree as follows:

1. Innovis shall within fourteen (14) days of ^(July 30, 2014; with permission by JF) ~~the date of this Agreement~~ restrict the list goods and services of its present applications for the trademark OVERWATCH in the United States Patent and Trademark Office, and shall restrict any future applications containing the trademark OVERWATCH, as follows:

Class 9: Downloadable computer software via the internet for providing communication, tracking and positioning capabilities among users of software applications; software applications for mobile phones, handheld devices and computers for providing communication capabilities among users of software applications; software applications for mobile phones, handheld devices and computers for tracking and positioning users of software applications.

Class 28: Paintball guns and accessories, namely, gun mounts, armbands, wristbands, glasses, helmets and other wearable electronic devices that mount or hold mobile phones, handheld devices and computers, or replicate all or a portion of the display of mobile phones, handheld devices or computers; airsoft guns for recreational purposes and accessories, namely, gun mounts, armbands, wristbands, glasses, helmets and other wearable electronic devices that mount or hold mobile phones, handheld devices and computers, or replicate all or a portion of the display of mobile phones, handheld devices or computers; laser tag guns for recreational purposes and accessories, namely, gun mounts, armbands, wristbands, glasses, helmets and other wearable electronic devices that mount or hold mobile phones, handheld devices and computers, or replicate all or a portion of the display of mobile phones, handheld devices or computers.

The aforementioned collectively being defined as the “Innovis Goods”.

2. Blizzard hereby consents to Innovis’ use of the Mark in connection with the Innovis Goods.

3. Blizzard agrees not to oppose, seek to cancel, contest or otherwise object to, either directly or indirectly, Innovis’ ownership, use and/or registration of the Mark in the United States Patent

and Trademark Office in connection with the Innovis Goods so long as Innovis is in compliance with this Agreement.

4. Innovis agrees not to oppose, seek to cancel, contest or otherwise object to, either directly or indirectly, Blizzard's use and/or registration of the Mark provided Blizzard does not use the Mark in connection with the Innovis Goods and for so long as Blizzard is in compliance with this Agreement.

5. The Parties agree that Innovis' use and registration of the Mark in connection with the Innovis Goods, and Blizzard's use and registration of the Mark in connection with the goods/services described in Blizzard's pending domestic and foreign trademark applications, will not be likely to cause confusion, to cause mistake or to deceive consumers.

6. The Parties agree that if, in the future, either party becomes aware of any instances of actual confusion, that party will immediately notify the other party. The Parties agree in good faith to work to avoid any instances of confusion.

7. The Parties agree to cooperate as necessary to effectuate and perfect the intent of this Agreement.

8. In the event that Innovis fails to use and/or obtain registrations under the name OVERWATCH in connection with the Innovis Goods within three years of the execution of this Agreement, this Agreement shall terminate. In the event that Innovis registers the mark OVERWATCH for the Innovis Goods and then subsequently abandons such mark by failing to renew or otherwise service such mark, this Agreement shall terminate with respect to the abandoned mark in the jurisdiction in which the mark has been abandoned. In the event that Blizzard fails to use and/or obtain registrations

the Mark in connection with Blizzard's pending domestic and foreign trademark applications within three years of the execution of this Agreement, this Agreement shall terminate. In the event that Blizzard registers the Mark for the pending domestic and foreign trademark applications and then subsequently abandons such mark by failing to renew or otherwise service such mark, this Agreement shall terminate with respect to the abandoned mark in the jurisdiction in which the mark has been abandoned.

9. In the event either party breaches any of the terms or provisions of this Agreement, such party shall have a period of sixty (60) days after receipt of written notice of breach from the other party within which to remedy such breach ("Cure Period"). This provision shall not prevent either party from seeking injunctive or such other relief as it may deem necessary to protect its intellectual property interests.

10. The Parties agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the Parties agree that such action may exclusively be brought in the United States District Court for the Northern District of California, the Superior Court of the State of California, County of Marin, the United States District Court for the Eastern District of Arkansas or the Circuit Courts of Arkansas in Pulaski County, Arkansas. The Parties hereby submit to the jurisdiction of said courts.

11. This document sets forth the entire Agreement and understanding between the Parties, and may not be modified except by an amendment in writing subsequent to the date hereof, and signed by duly authorized representatives of both Parties.

12. All provisions of this Agreement shall be severable. The validity of any provision shall not affect the validity of the remaining provisions. In the event of the invalidity of any provision, this Agreement shall be interpreted and enforced as if such provision were not contained in this Agreement.

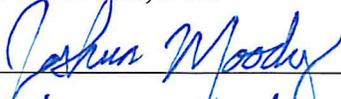
13. This Agreement shall be binding upon and inure to the benefit of the respective Parties, their affiliates, subsidiaries, licensees, successors and/or assigns and upon any and all others acting by or through them, or in privity with them, or under their direction.

14. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.

15. The terms of this Agreement are to remain confidential except as necessary to satisfy any governmental or regulatory reporting requirements, or in connection with any trademark filings or policing activities concerning the Parties' respective marks.

16. The persons signing this Agreement represent that they have the right and authority to execute this Agreement and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any rights or causes of actions covered hereby.

INNOVIS LABS, INC.



By: Joshua Moody
Its: President
July 30, 2014

BLIZZARD ENTERTAINMENT, INC.



By: Thomas Hoag
Director
Global Financial Planning
Its: _____