

MLUK Community Interest Company Ltd

42 Riverside Way
BRISTOL
BS15 3TP
United Kingdom

February 2nd, 2016

Chris Saxon Whittle
Manchester Leather Men (MLM)
c/o 6 St. John's Court
St. John's Road
ALTRINCHAM
WA14 2NB
United Kingdom

Dear Chris,

WITHOUT PREJUDICE

Further to our conversations and e-mail correspondence regarding the matter of the use of the registered trade mark “Mr Leather UK” in relation to MSC London and the offer to mediate a solution between to the two parties by Manchester Leathermen, I can confirm that the directors of MLUK CIC Ltd., have agreed to a mediation process in an attempt to find common cause and a resolution to the matter.

The Directors see the mediation as a two part process:

Part I - the issue of the holding of the contest in March 2016 using the mark “Mr Leather UK”.

Part II - the future of Mr Leather UK after the said proposed title contest.

The agreement to enter into a mediation process does not affect or nullify our letter of 20th January 2016 to MSC London which requested MSC London to cease & desist their use of our registered trademark and this letter, and any subsequent mediation process are on a “Without Prejudice” basis.

Part I – Use of the Registered Trade Mark “Mr Leather UK” for the proposed title contest “Mr Leather UK 2016”, March 2016.

- MLUK CIC requires a written response from MSC London to its letter dated January 20th, 2016, in order to progress matters and reach a satisfactory agreement to Part I.

- MSC London is required to acknowledge receipt of the letter and accept that they have not met the deadline.
- MSC London is required to respond to each of the 15 requirements contained with the letter dated 20th January 2016 (Cease and Desist).
- In its response, MSC London needs to acknowledge that Manchester Leathermen has been approach to offer to mediate between MLUK CIC and MSC London and that MSC London is offering to enter talks with a view to find a resolution by agreeing to reach agreement on Part I by the end of the week (February 5th) and enter into mediation on Part II on satisfactory conclusion of Part I.
- MLUK CIC requires MSC London to agree that they would not stage a Mr Leather UK title contest (or similar contest consisting of or incorporating the terms “Mr”, “Mister”, “Leather”, “UK”, “United Kingdom”, “GB”, “Great Britain” or “England” in the same trademark or any term that may be confusingly similar to “Mr Leather UK”) without an agreed licence to use the registered trade mark from MLUK CIC.
- This letter would need to be delivered to MLUK CIC’s registered address by 5pm on Friday, February 5th.

Subject to the above being met, the Directors of MLUK CIC, will consent to issue a licence to MSC London to the use of the registered trade mark “Mr Leather UK” to operate and hold the title contest event known as “Mr Leather UK 2016” before 31st March 2016.

In order to progress matters swiftly, and conscious of the need to reach agreement of Part I, due to the approaching date of the proposed “Mr Leather UK 2016” title contest by MSC London, and after due consideration, the Directors of MLUK CIC, will consent to issue a licence to MSC London to the use of the registered trade mark “Mr Leather UK” to operate the title contest known as “Mr Leather UK 2016”.

The directors wish it to be known that the license is issued to MSC London in exceptional circumstances to aid the staging of the proposed title contest event in March 2016 and is a gesture of goodwill following the rejection of MLUK CIC’s previous offer to issue a licence in April 2015.

In addition:

The licence would be issued to MSC London in an exclusive arrangement and MLUK CIC does not seek and will not seek to make arrangement to licence the use of the Registered Trade Mark in connection with any contest or event titled “Mr Leather UK 2016” with any other party and;

- is in relation to proposed title contest of March 18th, 2016 only and;
- the territory covered by the licence is the United kingdom of Great Britain and Northern Ireland and;

- use of the license is in connection with staging the event known as “Mr Leather UK 2016” and the winner of the title contest, to cover all publicity in hard copy and digital formats and covers all social media platforms and for use in publicity on the website of MSC London and in press releases and media notifications; and;
- as is common in trade mark licences (i.e. “standard practice”), attribution in the form of “Mr Leather UK®” on all printed material in the form of leaflets, flyers, posters and press releases and media notifications, and also present in any digital version of said flyer, leaflet or poster on a social media platform or website, together with the attribution at the foot of any printed material and press release/media notification (or digital version posted on a website or social media platform) in the form of “*Mr Leather UK is a registered trade mark of MLUK CIC Ltd and used by MSC London under licence*”, and;
- appearance of the registered trade mark “Mr Leather UK” on the leather sash for the winner of the title contest “Mr Leather UK 2016”, is included in the licence, and;
- the details of the licence is confidential and not to be released in to the public domain by either party, and;
- an understanding that a material breach of the agreement will lead to MLUK serving notice of intent to terminate the licence with an opportunity to cure, and;
- the licence is restricted and cannot be transferred to any other party by MSC London.

In short, MLUK see an agreement to Part I being completed by the end of the week in which:

- i. MSC London have responded in writing to the letter from MLUK dated January 20th, 2016, by Friday of this week (February 5th), and;
- ii. the terms of a licence to use the registered trade mark is agreed by Friday 5th February, and;
- iii. MLUK will send the written licence agreement to MSC London by no later than Friday 5th February, with a copy for each party to sign and retain and exchange to each other, duly signed, by Tuesday 9th February ;
- iv. MLUK will send written confirmation to MSC London that they are content to enter into a mediation process on Part II, subject to completion of Part I by Friday 5th February.

I trust this letter covers everything in our discussion so far.

Yours sincerely,

Philip M Stauffenberg

On behalf of the Directors

MLUK Community Interest Company Ltd