

crackle nail polish products sold by Genosco and characterized as forming random cracks after application to nails and upon drying of the applied nail polish layer, and claimed in one or both of the '590 Patent and '822 Patent, said crackle nail polish products including, but not limited to the nail polish products sold by Genosco under the name "Crack."

5. In the event Kirker initiates a proceeding against Genosco or any of its officers, agents, or employees, including Kim, for violation of the aforesaid injunction, Genosco and its officers, agents, and employees, including Kim, agree not to assert any defense of invalidity or unenforceability of the '590 and '822 Patents.

6. Except as otherwise set forth in paragraphs 1, 2, 3, 4 and 7 hereof, in the event of any future proceedings regarding this consent order, Kirker's claims against Genosco in the instant case are hereby dismissed with prejudice.

7. Genosco's counterclaims are hereby dismissed with prejudice.

8. The parties shall bear their own attorney fees, expenses, and costs.

9. The parties consent to this Court retaining jurisdiction of this case to enforce the provisions of this judgment and the terms of the settlement agreement referenced herein.

10. The parties waive their right to appeal this judgment.

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By: 

Dated: February 21, 2012

SO ORDERED:

Dated: 2/22/12

Los Angeles, California


Consuelo B. Marshall, United States District Judge