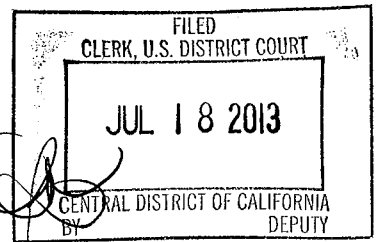


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NOTE CHANGES MADE BY THE COURT.



- Priority
- Send
- Clsd
- Enter
- JS-5/JS-6
- JS-2/JS-3

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 CHROME HEARTS, LLC, a Delaware
 12 Limited Liability Company,

13 Plaintiff,

14 vs.

14 SHARP FACTOR INTERNATIONAL,
 15 INC., a California Corporation;
 16 CHENGLONG XU, an individual; and
 17 DOES 1-10, inclusive,

17 Defendants.

CASE NO. CV 12-6567 GHK (FFMx)

**[PROPOSED] CONSENT
 JUDGMENT INCLUDING
 PERMANENT INJUNCTION AND
 VOLUNTARY DISMISSAL OF
 ACTION WITH PREJUDICE**

Hon. George H. King

18 WHEREAS Plaintiffs ~~Coach, Inc. and Coach Services, Inc.~~ *Chrome Hearts, LLC* ("Coach") and

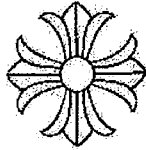
19 Defendants Sharp Factor International, Inc. and Chenglong Xu have entered into a
 20 Settlement Agreement and Mutual Release as to the claims in the above referenced
 21 matter. Defendants, having agreed to consent to the below terms, it is hereby

22 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

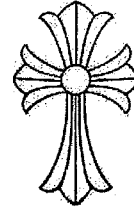
23 1. This Court has jurisdiction over the parties to this Final Consent Judgment
 24 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

25 2. Chrome Hearts is the owner of the word/mark "Chrome Hearts" and
 26 various composite trademarks comprising the Chrome Hearts mark and assorted design
 27 components (hereinafter collectively the "Chrome Hearts Marks"). Amongst the
 28 Chrome Hearts Marks, the CH Plus Mark and the CH Cross Mark (depicted below) are

1 the most well recognized and serve as instant source identifiers for Chrome Hearts'
2 products.



6 **CH Plus Mark**



6 **CH Cross Mark**

7 Chrome Hearts owns several trademark registrations for both the CH Plus Mark and
8 CH Cross Mark for various goods and services, including *but not limited to* U.S. Reg.
9 Nos. 3,731,400 (for CH Plus Mark on eyewear) and 3,731,397 (for CH Cross Mark on
10 eyewear).

11 3. In addition to owning numerous trademark registrations to the Chrome
12 Hearts Marks, Plaintiff also owns several copyright registrations thereto, including the
13 following: CH Cross Mark (U.S. Copyright Reg. No. VA 705-193) and the CH Plus
14 Mark (“Cross # 4” of Reg. No. VA 705-233) (hereinafter collectively “Copyrighted
15 Works”)

16 4. Plaintiff has alleged that Defendants, with one product or more, have
17 violated Plaintiff’s rights in and to one or more of its trademarks and/or copyrighted
18 works (collectively “Disputed Products”), and that said alleged infringing activities
19 constitute trademark infringement, trademark dilution, copyright infringement and
20 unfair competition under federal and state law.

21 5. Defendants and their agents, servants, employees and all persons in active
22 concert and participation with them who receive actual notice of this Final Consent
23 Judgment are hereby permanently restrained and enjoined from infringing upon
24 Plaintiff’s trademarks either directly or contributorily in any manner, including:

25 (a) Manufacturing, purchasing, producing, distributing, circulating,
26 selling, offering for sale, importing, exporting, advertising, promoting, displaying,
27 shipping or marketing Disputed Products and/or any other products bearing a mark or
28

1 feature identical and/or confusingly similar to Plaintiff's Chrome Hearts' trademarks
2 and/or copyrighted works;

3 (b) Delivering, holding for sale, returning, transferring or otherwise
4 moving, storing or disposing in any manner the Disputed Products except as otherwise
5 permitted by the parties Settlement Agreement;

6 (c) Using the Chrome Hearts Marks and/or Copyrighted Works or any
7 reproduction, counterfeit, copy or colorable imitation thereof in connection with the
8 manufacture, importation, distribution, advertisement, offer for sale and/or sale of
9 merchandise comprising not the genuine products of Plaintiff, or in any manner likely
10 to cause others to believe that Defendants' products are connected with Plaintiff or
11 Plaintiff's genuine merchandise; *if they are not;*

12 (d) Committing any other acts calculated to cause purchasers to believe
13 that Defendants' products are Plaintiff's genuine merchandise or associated with
14 Plaintiff in any way; *if they are not;*

15 (e) Assisting, aiding or attempting to assist or aid any other person or
16 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to
17 5(d) above.

18 6. Plaintiff and Defendants shall bear their own costs and attorneys' fees
19 associated with this action.

20 7. The execution of this Consent Judgment shall serve to bind and obligate
21 the parties hereto.

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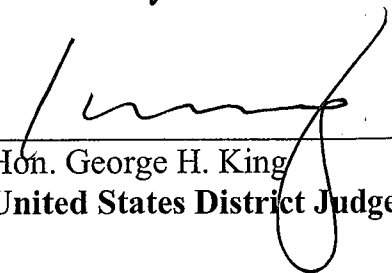
28 ///

1 8. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the construction or modification of this Final
3 Judgment, the enforcement thereof and the punishment of any violations thereof.
4 Except as otherwise provided herein, this action is fully resolved with prejudice

And dismissed

5 **IT IS SO ORDERED.**

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7 DATED: 7/18, 2013


Hon. George H. King
United States District Judge

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