

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

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|----------------------------------|---|---|
| SYLVAN LEARNING INC., |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | CIVIL ACTION NO. 1:11-00236-KD-B |
| |) | |
| LEARNING SOLUTIONS, INC., |) | |
| <i>et al.,</i> |) | |
| Defendants. |) | |

PRELIMINARY INJUNCTION

Pursuant to an order this day entered, the Court determined that Plaintiff Sylvan Learning Inc. (“Sylvan”) was entitled to entry of a preliminary injunction against Defendants. For the reasons stated therein, it is hereby **ORDERED** that Defendants (such term hereinafter also including Defendants’ agents, employees and all other persons, firms or corporations acting or claiming to act in Defendants’ behalf), are hereby **ENJOINED** as follows:

1. Defendants shall immediately cease any use of Sylvan’s licensed trademarks which is not consistent with the terms of the two License Agreements between Sylvan and Defendant Learning Solutions, Inc. (Docs. 1-2, 1-3), whether on signs, advertisements, telephone calls or messages or in any other communication reasonably anticipated to be received by the public;
2. Defendants shall comply fully with the terms of Paragraph 11.1.1 of the License Agreement between Sylvan and Defendant Baldwin Management (“the Alabama

Agreement”) (Doc. 1-1 at 23), which provides that upon termination of the agreement, Baldwin Management, as “Licensee,” “shall cease to do business under any name incorporating or similar to SYLVAN LEARNING CENTER and shall cease to use any and all of the Licensed Marks, proprietary programs, systems, techniques, or materials[;]”

3. Defendants shall comply with the terms of Paragraph 11.1.3 of the Alabama Agreement (Doc. 1-1 at 23-24) as follows: Defendants shall, within seventy-two hours of the receipt of this order, cover or remove all non-conforming “signs, designs and insignia in any way indicating or suggesting” that Defendants’ learning center in Baldwin County, Alabama, “is related or connected with Sylvan, its subsidiaries or affiliates, or any of Sylvan’s licensees[;]”

4. Defendants shall comply with Paragraph 11.1.4 of the Alabama Agreement (Doc. 1-1 at 24) as follows: Defendants shall cease to use any of the listed or unlisted telephone numbers used by Baldwin Management’s learning center while it was operated as a licensed or unlicensed Sylvan Center, as well as any telephone numbers listed in telephone directories under the name “Sylvan” or some other name confusingly similar thereto, except as allowed pursuant to the two License Agreements between Sylvan and Defendant Learning Solutions, Inc. (Docs. 1-2, 1-3); and

5. Defendants shall comply with Paragraph 11.1.5 of the Alabama Agreement (Doc. 1-1 at 24) as follows: “Except as provided in Paragraph 11.2” of the Alabama Agreement, Defendants shall “immediately refrain from engaging in any and all contacts with customers” they solicited through the operation of a licensed or unlicensed Sylvan

Center in Baldwin County, Alabama, “whether with respect to providing service to customers, or for any other purpose whatsoever.”

DONE and ORDERED this the **17th** day of **June, 2011**.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE