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Attorneys for Plaintiffs and Counterdefendants
Spin Master Ltd., Spin Master Inc., and Silverlit
Toys Manufactory Ltd.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION**

SPIN MASTER LTD., a Canadian
corporation; SPIN MASTER INC.,
Delaware corporation, SILVERLIT TOYS
MANUFACTORY LTD., a Hong Kong
company,

Plaintiffs,

vs.

YOUR STORE ONLINE, a Wisconsin
limited liability company,

Defendant.

YOUR STORE ONLINE, a Wisconsin
limited liability company,

Counterclaimant,

vs.

SPIN MASTER LTD., a Canadian
corporation; SPIN MASTER INC.,
Delaware corporation, SILVERLIT TOYS
MANUFACTORY LTD., a Hong Kong
company,

Counterdefendants.

CASE NO. CV09-2121 CAS (JCx),
consolidated with CV09-5803 CAS (JCx)

PERMANENT INJUNCTION

**Stipulation for Entry of Permanent
Injunction and Dismissal Filed
Concurrently Herewith**

Judge: Hon. Christina A. Snyder

Discovery Cutoff: December 31, 2010

Pre-Trial Conference: May 23, 2011

Trial Date: July 5, 2011

[PROPOSED] PERMANENT INJUNCTION

1 Having considered the Stipulation for Entry of a Permanent Injunction and
2 Dismissal of Action submitted by Plaintiffs Silverlit Toys Manufactory Ltd. (“Silverlit”),
3 Spin Master Inc., and Spin Master Ltd. (collectively, “Plaintiffs”), and Defendant Your
4 Store Online, LLC (“Defendant”):

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. Defendant, its successors, assigns, owners, principals, partners,
7 shareholders, officers, directors, agents, servants, employees, any and all persons acting
8 in concert or participation with Defendant, including but not limited to, Chris Reoch and
9 Paul Reoch, are immediately and permanently enjoined from:

10 a. Making, using, selling, offering for sale, importing into the United
11 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
12 (on websites or otherwise), or in any way commercially exploiting the Accused Cars as
13 depicted in **Exhibits 1 - 6**, or any other toy cars that are a copy of, or are substantially
14 similar to, the cars protected by the Toy Car-Sports Copyright (U.S. Copyright
15 Registration No. VA 1-645-947) and/or Toy Car-Rugged Copyright (U.S. Copyright
16 Registration No. VA 1-645-948);

17 b. Making, using, selling, offering for sale, importing into the United
18 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
19 (on websites or otherwise), or in any way commercially exploiting any toy cars or
20 products with a car base that is a copy of, or substantially similar to, the car base claimed
21 in the ‘896 Patent (U.S. Patent No. D590,896), including but not limited to, the Accused
22 Cars depicted in **Exhibits 1 - 6**;

23 c. Making, using, selling, offering for sale, importing into the United
24 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
25 (on websites or otherwise), or in any way commercially exploiting the MicroGear Clone,
26 YSO Clone or X-Type as depicted in **Exhibits 10 - 11 and 17**, or any other toy helicopter
27 that is a copy of, or is substantially similar to, the helicopter protected by the Helicopter
28

1 Copyright (U.S. Copyright Registration No. VAu694-351);

2 d. Making, using, selling, offering for sale, importing into the United
3 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
4 (on websites or otherwise), or in any way commercially exploiting the Accused
5 Helicopters, as depicted in **Exhibits 7 - 17**, or any other toy helicopters that infringe one
6 or more claims of the '167, '168, and/or '984 Patents (U.S. Patent Nos. 7,425,167;
7 7,425,168; and 7,467,984, respectively);

8 e. Using, imitating, copying, duplicating or otherwise commercially
9 exploiting the AIR HOGS Trademarks (U.S. Trademark Registration Nos. 2,723,271 for
10 AIR HOGS; 2,447,370 for AIR HOGS; and 2,986,817 for AIR HOGS and design) or any
11 mark confusingly similar to the AIR HOGS Trademarks;

12 f. Using, imitating, copying, duplicating or otherwise commercially
13 exploiting the ZERO GRAVITY Trademark (U.S. Trademark Registration No.
14 3,210,297) or any mark confusingly similar to the ZERO GRAVITY Trademark;

15 g. Using, imitating, copying, duplicating or otherwise commercially
16 exploiting the WALL CLIMBER Trademark (U.S. Trademark Registration No.
17 3,267,725) or any mark confusingly similar to the WALL CLIMBER Trademark;

18 h. Using, imitating, copying, duplicating or otherwise commercially
19 exploiting the WALL RACER Trademark or any mark confusingly similar to the WALL
20 RACER Trademark;

21 i. Using, imitating, copying, duplicating or otherwise commercially
22 exploiting the HAVOC HELI Trademark (U.S. Trademark Registration No. 3,518,868)
23 or any mark confusingly similar to the HAVOC HELI Trademark;

1 j. Making, using, selling, offering for sale, importing into the United
2 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
3 (on websites or otherwise), or in any way commercially exploiting any counterfeit or
4 non-genuine Spin Master or Silverlit products that bear the AIR HOGS Trademarks, the
5 ZERO GRAVITY Trademark, the WALL CLIMBER Trademark, the WALL RACER
6 Trademark, the HAVOC HELI Trademark and/or any mark that is confusingly similar to
7 any of these marks.

8 k. Purchasing, bidding for, or using the AIR HOGS Trademarks, the
9 ZERO GRAVITY Trademark, the WALL CLIMBER Trademark, the WALL RACER
10 Trademark, the HAVOC HELI Trademark, or confusingly similar trademarks, or various
11 combinations of these trademarks, as key words or search terms in internet search
12 advertising, including on search engines such as google.com, yahoo.com, and bing.com.

13 l. Making, using, selling, offering for sale, importing into the United
14 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
15 (on websites or otherwise), or in any way commercially exploiting the Accused UFO
16 depicted in **Exhibit 18**, or any other toy flying saucer that is a copy of, or is substantially
17 similar to, the flying saucer protected by the Flying Saucer Copyright (U.S. Copyright
18 Registration No. VA 1-285-847);

19 m. Assisting, aiding or abetting another person or business entity in
20 engaging in or performing any of the activities enumerated in subparagraphs (a) through
21 (l) above.

22 2. This Court has personal jurisdiction over the parties, Chris Reoch, and Paul
23 Reoch with respect to this Action and this Stipulated Permanent Injunction.

24 3. This Court has jurisdiction over the subject matter of this Action.

25 4. Each party shall bear its own attorney's fees and costs in connection with
26 this action; provided, however, that in the event any party files a motion, action or other
27

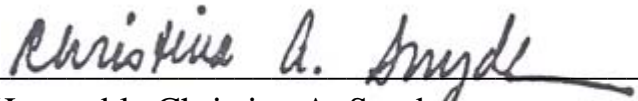
1 proceeding to enforce or interpret the terms of this Permanent Injunction or the
2 Settlement Agreement, the prevailing party shall be entitled to recover all attorney's fees
3 and other fees and costs incurred in connection with such a motion, action or
4 enforcement proceeding.

5 5. This Court shall retain jurisdiction over this matter and to the extent
6 necessary to interpret or enforce this Permanent Injunction or the Settlement Agreement
7 and to determine any issues which may arise concerning this Permanent Injunction or the
8 Settlement Agreement.

9 6. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), all claims and
10 counterclaims in this Civil Action are hereby dismissed with prejudice.

11
12 **IT IS SO ORDERED.**

13
14 DATED: February 22, 2011


15 Honorable Christina A. Snyder
16 U.S. District Court
17 Central District of California