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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

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OUTBRAIN, INC., a Delaware corporation,

Case No.: 2:11-cv-06394-RGK(VBK)

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Plaintiff,

**STIPULATED [PROPOSED]
 PERMANENT INJUNCTION AND
 CONSENT JUDGMENT**

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v.

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MGID, INC., a Georgia corporation
 18 d/b/a/ MARKET GID; MARKETGID
 USA, INC., a Georgia corporation;
 19 VIACHESLAV TROTSSENKO, an
 individual; and DOES 1-10,

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Defendants.

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Plaintiff Outbrain, Inc. ("Plaintiff") and defendants MGID, Inc., and as

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MGID, Inc. d/b/a Market Gid (collectively "MGID"), MGID, Inc. f/k/a MarketGid

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USA, Inc. ("MarketGid USA"), and Viacheslav Trotsenko ("Trotsenko")

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(collectively, "Defendants") having stipulated as set forth below to the entry of this

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Consent Judgment and Permanent Injunction,

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STIPULATED [PROPOSED] PERMANENT
 INJUNCTION AND CONSENT
 JUDGMENT (2:11-cv-06394-RGK(VBK))

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

2 **FINDINGS**

3 1. This Court has jurisdiction of the subject matter of this action and the
4 parties hereto.

5 2. Plaintiff is in the business of driving traffic to websites to increase
6 circulation and generate audience by driving traffic to Plaintiff's clients' websites.
7 Plaintiff's services (the "Services") include:

8 a. content ratings and recommendations, to publishers nationwide,
9 including blogs, RSS, newspapers, magazines;

10 b. the delivery of targeted content owned by Plaintiff's clients, which
11 results in higher pageviews for clients, more overall website traffic and an
12 opportunity for Plaintiff's clients to monetize their own content through existing
13 channels;

14 c. the option to offer Internet users sponsored recommendations,
15 consisting of relevant content from third party sites termed and displayed through
16 links in relevant areas on Plaintiff's clients' websites

17 d. the option for clients to purchase traffic to their content through
18 services offered by Plaintiff.

19 3. Plaintiff asserts that it is the owner of the intellectual property rights,
20 including trademark rights and accompanying goodwill, associated with the
21 distinctive name "OUTBRAIN" in connection with the Services.

22 4. Plaintiff asserts that Plaintiff's trademark is protectable, and Plaintiff
23 has applied for federal registration of the mark "OUTBRAIN" with the United
24 States Patent and Trademark Office, U.S. Serial Nos. 85/179,286, 85/317,587 and
25 85/317,579.

26 5. On or about August 6, 2010, defendant Trotsenko filed with the U.S.
27 Patent & Trademark Office applications to register the mark "OUTBRAIN" with
28 the United States Patent and Trademark Office, U.S. Serial No. 85/101,894.

1 6. On or about August 3, 2010, Trotsenko obtained registration for the
2 Internet domain name WWW.OUTBRAIN.BIZ (the “Domain Name”). Defendants
3 have operated a website at the Domain Name.

4 7. On or about August 3, 2011, Plaintiff filed a Complaint for Trademark
5 Infringement and other claims (the “Complaint”) against Defendants.

6 8. Defendants have been duly served with the Complaint.

7 9. Trotsenko has affirmatively abandoned Application U.S. Serial No.
8 85/101,894 for the mark “OUTBRAIN” in the United States Patent and Trademark
9 Office.

10 10. Trotsenko has transferred the above-referenced Domain Name to
11 Outbrain.

12 11. Defendants and Plaintiff, and each of them, have agreed to stipulate to
13 the relief sought as set forth herein.

14 12. There is no known entity by the name of MarketGID USA, Inc.
15 currently in existence. MarketGID USA, Inc. was the former name of MGID, Inc.

16 **PERMANENT INJUNCTION**

17 1. Defendants, each of them, and each of their respective agents, servants,
18 employees, successors and assigns, including, but not limited to, Trotsenko, and all
19 those acting in concert or participation with them, are hereby permanently enjoined
20 from engaging in or performing directly or indirectly any and all of the following
21 acts:

22 (a) Using or registering the mark “OUTBRAIN”, in whole or as part of any
23 mark, name or logo, in any typeface or font, in any combination of capitalized or
24 lowercase letters, or using any confusingly similar designation, alone or in
25 combination with other words, as a trademark, service mark, trade name, trade name
26 component, brand, domain name, to market, advertise or identify Defendants’
27 services, including without limitation, use in connection with: keyword
28 advertisements; banner ads; sponsored links; content ratings or recommendations;

1 search engine optimization tools; metatags; as a user name in connection with any
2 email, social media or other type of online accounts; as a domain name; and within
3 the content of any website;

4 (b) Using any false designation of origin or false description which
5 leads, or is likely to lead, the public or individual members thereof to believe that
6 Defendants' products or services are associated with, sponsored or endorsed by, or
7 otherwise refer to Plaintiff's company or Services;

8 (c) Doing business as (including marketing, advertising and
9 promoting products or services) using the name "OUTBRAIN", "OUT BRAIN", or
10 any other mark that is confusingly similar to Plaintiff's "OUTBRAIN" mark;

11 (d) Otherwise infringing Plaintiff's trademark rights in its
12 "OUTBRAIN" mark as that mark is described in the Complaint; or

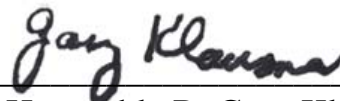
13 (e) Assisting, aiding or abetting any other person or business entity
14 in engaging in or performing any of the activities referred to in subparagraphs (a)-
15 (d) above at any time.

16 This section 1 shall not apply to outside counsel for Defendants.

17 2. The Court shall retain personal jurisdiction over Defendants and shall
18 retain subject matter jurisdiction of this action for purposes of enforcement of this
19 Judgment and the Settlement Agreement dated as of November 29, 2011 which has
20 been entered into by the parties to this action.

21 The clerk is directed to enter this Judgment forthwith without the necessity of
22 any further order of this court.

23 Dated: January 05, 2012



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The Honorable R. Gary Klausner
25 United States District Judge

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