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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SPECULATIVE PRODUCT DESIGN,
LLC, dba SPECK PRODUCTS, a
California Limited Liability Company,

Plaintiff,

v.

MANYI XIAO, an Individual, and
DOES 1-10, Inclusive,

Defendants.

Case No.: CV13-03605 JFW (SHx)

**PERMANENT
INJUNCTION AGAINST
DEFENDANT MANYI XIAO**

The Court, pursuant to the Stipulation For Entry of Permanent Injunction (“Stipulation”), between SPECULATIVE PRODUCT DESIGN, LLC, a California Limited Liability Company d/b/a SPECK PRODUCTS (hereinafter “Plaintiff”), on the one hand, and MANYI XIAO (hereinafter “Defendant”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant as follows:

1 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
2 acting in concert with, or at her direction, including any and all agents, servants,
3 employees, partners, assignees, distributors, suppliers, resellers and any others
4 over which they may exercise control, are hereby restrained and enjoined,
5 pursuant to 15 *U.S.C.* §1116, from engaging in, directly or indirectly, or
6 authorizing or assisting any third party to engage in, any of the following activities
7 in the United States and throughout the world:

8 a. importing, exporting, marketing, selling, offering for sale,
9 distributing or dealing in any product or service that uses, or otherwise making
10 any use of, any of SPECK's Trademarks, and/or any Intellectual Property,
11 including its SPECK® word and design marks, its CANDYSHELL® word and
12 design marks, that is confusingly or substantially similar to, or that constitutes a
13 colorable imitation of, any of SPECK's Trademarks, whether such use is as, on, in
14 or in connection with any trademark, service mark, trade name, logo, design,
15 Internet use, website, domain name, metatags, advertising, promotions,
16 solicitations, commercial exploitation, television, web-based or any other
17 program, or any product or service, or otherwise;

18 b. performing or allowing others employed by or representing
19 Defendants, or under her control, to perform any act or thing which is likely to
20 injure Plaintiff, any of SPECK's Trademarks, including its SPECK® word and
21 design marks, its CANDYSHELL® word and design marks, and/or Plaintiff's
22 business reputation or goodwill, including making disparaging, negative, or
23 critical comments regarding Plaintiff or its products;

24 c. engaging in any acts of federal and/or state trademark
25 infringement, false designation of origin, unfair competition, trademark dilution,
26 or any other act which would tend damage or injure Plaintiff; and/or

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1 d. using, owning, operating, or controlling any Internet domain
2 name or website that includes any of SPECK's Trademarks, including but not
3 limited to the SPECK® and CANDYSHELL® word and design marks.

4 2. Defendant is ordered to deliver immediately for destruction all
5 unauthorized products, including counterfeit SPECK® products and related
6 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
7 relating thereto in her possession or under her control bearing any of Plaintiff's
8 intellectual property or any simulation, reproduction, counterfeit, copy or
9 colorable imitations thereof, to the extent that any of these items are in
10 Defendant's possession.

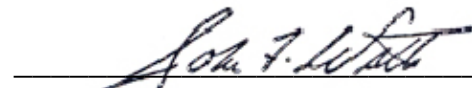
11 3. This Permanent Injunction shall be deemed to have been served upon
12 Defendant at the time of its execution by the Court.

13 4. Defendant will be making an agreed-upon payment to Plaintiff, as
14 more particularly described in a separate Confidential Settlement Agreement

15 5. **NO APPEALS AND CONTINUING JURISDICTION.** No
16 appeals shall be taken from this Permanent Injunction, and the parties waive all
17 rights to appeal. This Court expressly retains jurisdiction over this matter to
18 enforce any violation of the terms of this Permanent Injunction.

19 6. **NO FEES AND COSTS.** Each party shall bear its/his/her own
20 attorneys' fees and costs incurred in this matter.

21 IT IS SO ORDERED, ADJUDICATED and DECREED this 27th day of
22 August, 2013.

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25 HON. JOHN F. WALTER
26 United States District Judge
27 Central District of California
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