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

SREAM, INC, a California corporation,

Plaintiff,

v.

MTANIOUS TOUMEH; AREF HATOUM;  
TOKEN VIDEO, INC.; and DOES 1-10  
INCLUSIVE,

Defendants.

Case No. 5:15-2438-VAP (SPx)

**~~[PROPOSED]~~ STIPULATED FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION AGAINST  
DEFENDANT MTANIOUS TOUMEH**

**JUDGMENT**

1 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

2 This Court, having made the following findings of fact and conclusions of law  
3 pursuant to the parties' stipulation:

4 A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant  
5 Mtanious Toumeh ("Toumeh"), alleging that Toumeh violated Sream's rights under 15  
6 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.*  
7 ("Action");

8 B. The Parties entered into a settlement agreement as of February 2016  
9 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

10 And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED,  
11 AND DECREED THAT:

- 12 1. That judgment be entered in favor of Sream against Toumeh on all claims.
- 13 2. For the purposes of binding preclusive effect on Toumeh as to future disputes  
14 between Toumeh and Sream, and only for such purposes, Toumeh admits the following:
  - 15 a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance,  
16 the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176;  
17 and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.
  - 18 b. The RooR Marks are valid and enforceable.
  - 19 c. Since at least 2013, Plaintiff Sream has been the exclusive licensee of the  
20 RooR Marks in the United States. Mr. Birzle has been granted all  
21 enforcement rights to Sream to sue for obtain injunctive and monetary relief  
22 for past and future infringement of the RooR Marks.
  - 23 d. Toumeh, by the actions described in the complaint, has infringed upon the  
24 RooR Marks.
- 25 3. Toumeh, and those acting on Toumeh's behalf (including its owners,  
26 shareholders, principals, officers, agents, servants, employees, independent contractors, and  
27 partners), are permanently enjoined from producing, manufacturing, distributing, selling,  
28 offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the

1 RooR Marks or (b) any design, mark, or feature that is confusingly similar to the RooR  
2 Marks (collectively, the “**Injunction**”).

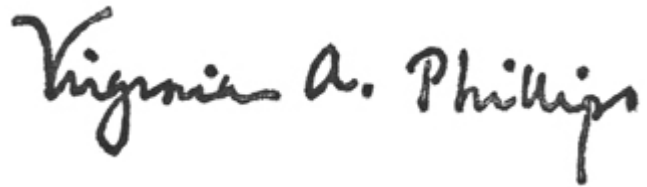
3 4. Toumeh is bound by the Injunction regardless of whether Mr. Martin Birzle  
4 assigns or licenses its intellectual property rights to another for so long as such trademark  
5 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.  
6 Martin Birzle’s successors, assignees, and licensees.

7 5. This Court (or if this Court is unavailable, any court within the Central District  
8 of California) shall retain jurisdiction over all disputes between and among the Parties  
9 arising out of the Settlement Agreement and Injunction, the Stipulation which includes the  
10 Injunction, and this final judgment, including but not limited to interpretation and  
11 enforcement of the terms of the Settlement Agreement.

12 6. The Parties waive any rights to appeal this stipulated judgment, including  
13 without limitation the Injunction.

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15 IT IS SO ORDERED.

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18 Dated: February 24,  
2016



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Virginia A. Phillips  
United States District Court Judge