

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SREAM, INC, a California corporation,

Plaintiff,

v.

NASCO TRADING INC., *et al.*,

Defendants.

Case No. 5:16-cv-2197-RGK-KK

**[PROPOSED] STIPULATED ORDER  
TO:**

- (1) ENTER CONSENT DECREE FOR PERMANENT INJUNCTION AGAINST DEFENDANT NASCO TRADING, INC.**
- (2) DISMISS DEFENDANT NASCO TRADING, INC. FROM THE ACTION WITH PREJUDICE**

1 **ORDER FOR 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 Nasco Trading, Inc. ("Nasco"), alleging that Nasco violated Sream's rights under 15 U.S.C.  
6 §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.* ("Action");

7 B. The Parties entered into a confidential settlement agreement effective as of  
8 May 24, 2017 ("Settlement Agreement"), which requires entry of the stipulated judgment  
9 set forth herein;

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

12 1. For the purposes of binding preclusive effect on Nasco as to disputes  
13 occurring after May 24, 2017, between Nasco and Sream, and only for such purposes,  
14 Nasco 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 2. Effective May 24, 2017, Nasco, and those acting on Nasco's behalf (including  
24 its owners, shareholders, principals, officers, agents, servants, employees, independent  
25 contractors, and partners), are permanently enjoined from producing, manufacturing,  
26 distributing, selling, offer for sale, advertising, promoting, licensing, or marketing (a) any  
27 product bearing the RooR Marks or (b) any design, mark, or feature that is confusingly  
28 similar to the RooR Marks (collectively, the "**Permanent Injunction**").

