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9 Attorneys for Plaintiff  
 10 ENNOVA DIRECT, INC.

11 IN THE UNITED STATES DISTRICT COURT  
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 13 SAN FRANCISCO DIVISION

15 ENNOVA DIRECT, INC.,	)	Case No. 3:10-cv-01518-JCS
	)	
16 Plaintiff,	)	<b>ORDER OF DISMISSAL WITH</b>
	)	<b>PREJUDICE OF DEFENDANT</b>
17 v.	)	<b>TRANSCEND INFORMATION INC.</b>
	)	
18 A-DATA TECHNOLOGY (U.S.A.) CO.,LTD.,	)	
19 KINGSTON TECHNOLOGY	)	
20 CORPORATION, PHILIPS ELECTRONICS	)	
21 NORTH AMERICA CORPORATION,	)	
22 PNY TECHNOLOGIES, INC., SONY	)	
23 ELECTRONICS, INC., THOMSON INC.,	)	
24 TRANSCEND INFORMATION INC., and	)	
25 VERBATIM AMERICAS LLC,	)	
	)	
26 Defendants.	)	
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Pursuant to Fed. R. Civ. P. 41, and as a result of an agreement reached between plaintiff Ennova Direct, Inc. (“Ennova”) and defendant Transcend Information Inc. (“Transcend”), IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

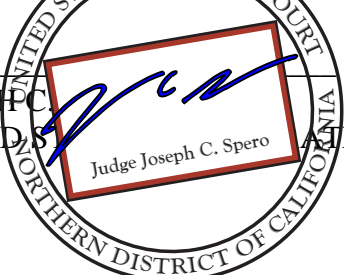
1. This Court has personal jurisdiction over Ennova and Transcend, and over the subject matter of this action.

2. Each claim made by Ennova against Transcend, and each counterclaim made by Transcend against Ennova, in this action is hereby dismissed with prejudice on the basis of the settlement reached, pursuant to Fed. R. Civ. P. 41.

3. Each party shall bear its own costs and attorneys’ fees.

4. The Court shall retain jurisdiction over this matter to insure that the terms and conditions of the parties’ settlement agreement are honored and enforced.

IT IS SO ORDERED this 9th day of December, 2010.

JOSEPH C. SPERO  
UNITED STATES DISTRICT JUDGE  
  
Judge Joseph C. Spero