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6 Attorneys for Plaintiff
 PLAYVISION LABS, INC.
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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 12 PLAYVISION LABS, INC., a California corporation, 13 Plaintiff, 14 vs. 15 GREG ROBERTS, an individual; and SUZANNE ROBERTS, an individual, 16 Defendants. 17 18	Case No.: CV 12-0171 JSW STIPULATED PERMANENT INJUNCTION AND STIPULATION OF DISMISSAL AND PROPOSED ORDER THEREON Judge: Hon. Jeffrey S. White
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19 Having reached full and final settlement in the above matter, Plaintiff Playvision Labs,
 20 Inc. (“Playvision”) and Defendants Greg Roberts and Suzanne Roberts hereby request, pursuant
 21 to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that the Court dismiss with prejudice all
 22 Complaints, claims and counterclaims asserted by any party in this matter. The parties’ dismissal
 23 is premised and conditioned upon the terms of that certain Settlement Agreement dated as of
 24 October 9, 2012 (“Settlement Agreement”).

25 The parties stipulate and agree that this Court, the United States District Court for the
 26 Northern District of California, shall retain jurisdiction over this action and the parties in
 27 connection with this action and the Settlement Agreement.

28 As part of the above-referenced settlement between Playvision and the Defendants, the

1 parties further request that the Court issue and enter a permanent injunction, to which the parties
2 have stipulated as follows:

3 1. Defendants, each of them, and any of their successors and assigns, any and all
4 persons and entities acting in direct or indirect concert and/or participation with either or both of
5 them, do not contest that Playvision is the owner of all right, title and interest in and to the
6 PLAYMOTION registered trademark (Registration No. 3,106,580), the PLAYSdk trademark,
7 and any other intellectual property of the former Playmotion, Inc. (aka Playmotion LLC and
8 Fishboxer LLC).

9 2. Defendants, each of them, and any of their successors and assigns, and any and all
10 persons and entities acting in direct or indirect concert and/or participation with either or both of
11 them, shall and are hereby PERMANENTLY ENJOINED and restrained from adopting, using,
12 applying to register or registering anywhere in the world, for any and all goods and services, the
13 Marks (as defined in the Settlement Agreement), the names PLAYMOTION or PLAYSdk, any
14 name containing the letter string "PLAYMOTION" or "PLAYSdk" (either as a standalone term
15 or embedded within another term), or any other name, phrase or mark that may cause likelihood
16 of confusion with or dilution of the Marks, nor will they assist any third party in doing so.

17 3. Defendants, each of them, and any of their successors and assigns, and any and all
18 persons and entities acting in direct or indirect concert and/or participation with either or both of
19 them, shall and are hereby PERMANENTLY ENJOINED and restrained from using, selling or
20 offering for sale any goods or services that contain or utilize any Playmotion intellectual
21 property. For purposes of this PERMANENT INJUNCTION, "use" includes but is not limited to
22 use as a trade name, as a company name, as a business name, in a logo or slogan, as an e-mail
23 address, in a domain name or URL, on websites, in correspondence, on letterhead, business
24 cards, promotional and marketing materials, on goods, in software, and on signage.

25
26 Should either of the Defendants violate any or all of the foregoing prohibitions in
27 Paragraphs 1-5 above, such Defendant will be in violation of this Stipulated Permanent
28 Injunction.

1 Nothing in this Stipulated Permanent Injunction shall prohibit the parties from fulfilling
2 their respective obligations under the Settlement Agreement.

3 **IT IS SO STIPULATED AND AGREED:**

4 Dated: September __, 2012.

PLAYVISION LABS, INC.

5
6 By _____
7 Scott Wills

8 Dated: September __, 2012.

GREG ROBERTS

9
10 By _____
11 Greg Roberts

12 Dated: September __, 2012.

SUZANNE ROBERTS

13
14 By _____
15 Suzanne Roberts

16 **APPROVED AS TO FORM:**

17 Dated: September __, 2012.

PILLSBURY WINTHROP SHAW PITTMAN LLP

18
19 By _____
20 Jenna F. Karadbil
Attorneys for PLAINTIFF

21 Dated: September __, 2012.

MITCHELL + COMPANY

22
23 By _____
24 Brian E. Mitchell
Attorneys for DEFENDANTS

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 Honorable Jeffrey S. White
UNITED STATES DISTRICT COURT JUDGE

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IT IS SO STIPULATED AND AGREED:

Dated: September __, 2012.

10/31/12

PLAYVISION LABS, INC.

By: Scott Wills
Scott Wills

Dated: September __, 2012.

November 1, 2012

GREG ROBERTS

By: Greg Roberts
Greg Roberts

Dated: September __, 2012.

SUZANNE ROBERTS

By: _____
Suzanne Roberts

APPROVED AS TO FORM:

Dated: September __, 2012.

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: _____
Jenna F. Karadbil
Attorneys for PLAINTIFF

Dated: September __, 2012.

MITCHELL + COMPANY

By: _____
Brian E. Mitchell
Attorneys for DEFENDANTS

IT IS SO ORDERED.

Dated: _____

Honorable Jeffrey S. White
UNITED STATES DISTRICT COURT JUDGE

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PLAYVISION LABS, INC.

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6 By _____
7 Scott Wills

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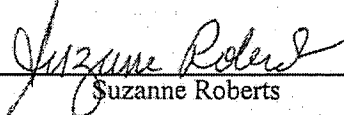
GREG ROBERTS

9
10 By _____
11 Greg Roberts

12 Dated: September __, 2012.

10/23/2012

SUZANNE ROBERTS

13
14 By  _____
15 Suzanne Roberts

16 **APPROVED AS TO FORM:**

17 Dated: September __, 2012.

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19 By _____
20 Jenna F. Karadbil
Attorneys for PLAINTIFF

21 Dated: September __, 2012.

MITCHELL + COMPANY

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23 By _____
24 Brian E. Mitchell
Attorneys for DEFENDANTS

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 Honorable Jeffrey S. White
UNITED STATES DISTRICT COURT JUDGE

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Dated: September __, 2012.

PLAYVISION LABS, INC.

By _____
Scott Wills

Dated: September __, 2012.

GREG ROBERTS

By _____
Greg Roberts

Dated: September __, 2012.

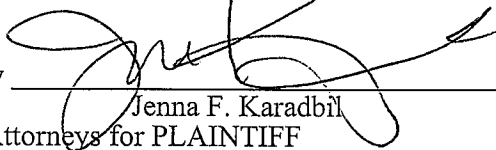
SUZANNE ROBERTS

By _____
Suzanne Roberts

APPROVED AS TO FORM:

Dated: September __, 2012.

PILLSBURY WINTHROP SHAW PITTMAN LLP

By  _____
Jenna F. Karadbil
Attorneys for PLAINTIFF

Dated: September __, 2012.

MITCHELL + COMPANY

By  _____
Brian E. Mitchell
Attorneys for DEFENDANTS

IT IS SO ORDERED.

Dated: November 13, 2012

 _____
Honorable Jeffrey S. White
UNITED STATES DISTRICT COURT JUDGE