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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 COACH, INC., a Maryland Corporation;
 12 COACH SERVICES, INC., a Maryland
 13 Corporation,

13 Plaintiffs,

14 v.

15 ONLY IN CHINA TOWN, INC., a
 16 California Corporation; CYNTHIA YU, an
 17 individual; and DOES 1-10, inclusive,

17 Defendants.

) CASE NO. CV 10-03417 DMR

) **[PROPOSED] ORDER RE**
) **CONSENT JUDGMENT**
) **INCLUDING A PERMANENT**
) **INJUNCTION AND VOLUNTARY**
) **DISMISSAL OF ACTION**

26 Plaintiffs Coach, Inc. and Coach Services, Inc. (collectively “Plaintiffs” or
 27 “Coach”) and Defendants Only in Chinatown and Cynthia Yu (collectively
 28 “Defendants”) have entered into a Settlement Agreement and Mutual Release as to the






1 claims in the above referenced matter. Defendants, having agreed to consent to the
2 below terms, it is hereby:

3 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

4 1. This Court has jurisdiction over the parties to this Final Judgment and has
5 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.



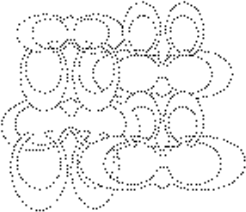
6 2. Coach is the worldwide owner of the trademark “COACH” and various
7 composite trademarks and assorted design components (collectively “Coach Marks”).
8 Coach Marks include *but are not limited to* the following marks:

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10 Mark	U.S. Registration No(s).	Registration Date
11 “COACH”	751, 493	06/25/1963
	1,071,000	08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
15 	3,413,536	04/15/2008
17 	3,251,315	06/12/2007
19 	3,441,671	06/03/2008
22 	2,252,847	06/15/1999
23	2,534,429	01/29/2002
24 	1,309,779	12/18/1984
25	2,045,676	03/18/1997
26	2,169,808	06/30/1998

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 Signature "C" Logo	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009
 Coach "Op Art" Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005

3. Plaintiffs have alleged that Defendants' purchase and sale of products which infringe upon one or more of the Coach Marks constitutes trademark infringement, trademark dilution, and unfair competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

4. Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, either directly or contributorily, in any manner, including but not limited to:

(a) Manufacturing, importing, purchasing, distributing, advertising, offering for sale, and/or selling any products which bear marks/designs identical, substantially similar, and/or confusingly similar to the Coach Marks;

1 (b) Using the Coach Marks or any reproduction, counterfeit, copy or
2 colorable imitation thereof in connection with the manufacture, importation,
3 distribution, advertisement, offer for sale and/or sale of merchandise;

4 (c) Passing off, inducing or enabling others to sell or pass off any
5 products or other items that are not Coach's genuine merchandise as genuine Coach
6 merchandise;

7 (d) Leasing space to any tenant who is engaged in the manufacturing,
8 purchasing, production, distribution, circulation, sale, offering for sale, importation,
9 exportation, advertisement, promotion, display, shipping, marketing of products which
10 bear marks/designs identical, substantially similar, and/or confusingly similar to the
11 Coach Marks;

12 (e) Committing any other acts calculated to cause purchasers to believe
13 that Defendants' products are Coach's genuine merchandise unless they are such;

14 (f) Shipping, delivering, holding for sale, distributing, returning,
15 transferring or otherwise moving, storing or disposing of in any manner items falsely
16 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation
17 thereof; and

18 (g) Assisting, aiding or attempting to assist or aid any other person or
19 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
20 4(f) above.

21 5. The parties have agreed that Defendants shall pay to Plaintiffs an amount
22 in settlement of Plaintiffs' demand for damages, profits, costs, disbursements, and
23 attorneys' fees based upon Defendants' alleged infringing activities. Plaintiffs and
24 Defendants shall bear their own costs associated with this action.

25 6. The execution of this Final Judgment shall serve to bind and obligate the
26 parties hereto.

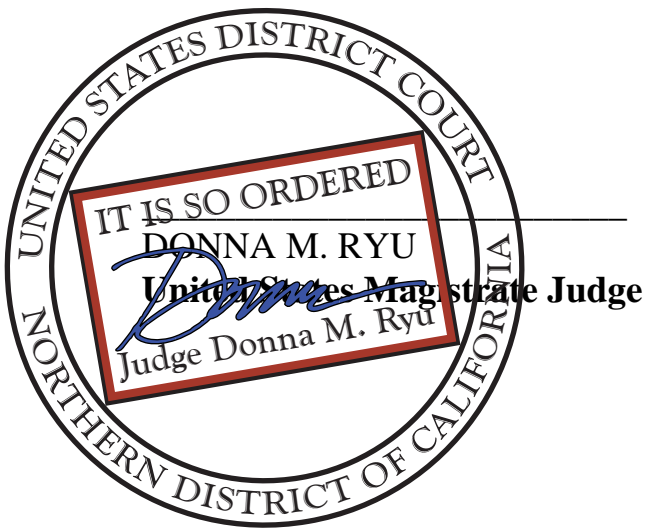
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1 7. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the construction or modification of this Final
3 Judgment, the enforcement thereof and the punishment of any violations thereof.
4 Except as otherwise provided herein, this action is fully resolved and dismissed with
5 prejudice.

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7 **IT IS SO ORDERED.**

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9 DATED: February 10, 2011



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