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Attorneys for Plaintiff
E.I. du Pont de Nemours and Company

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**E.I. DU PONT DE NEMOURS AND
COMPANY,**

Plaintiff,

v.

**STARBRITE, INC., WEST MARINE,
INC. AND WEST MARINE
PRODUCTS, INC.,**

Defendants.

CASE NO.: 09-cv-03523-RS

**STIPULATED JUDGMENT
AND ORDER OF DISMISSAL**

STIPULATED JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

1 Plaintiff, E.I. du Pont de Nemours and Company ("DuPont") commenced this
2 action by the filing of a Complaint against Defendants Star-Brite Distributing, Inc. ("Star-Brite"),
3 West Marine, Inc. and West Marine Products, Inc. (collectively "West Marine") on July 29, 2009
4 with this Court alleging, in part, that Star-Brite and West Marine (collectively, "Defendants")
5 had infringed upon and otherwise diluted DuPont's rights in the TEFLON[®] Mark. Now on
6 consent of all and having agreed to the terms and conditions of this Stipulated Order, subject to
7 the approval of the Court,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 1. As between the parties, DuPont is the exclusive owner of the name and
10 mark TEFLON[®] and all variations thereon ("TEFLON[®] Mark").

11 2. Defendant Star-Brite acknowledges that it has used the TEFLON Mark
12 without authorization from DuPont in violation of DuPont's rights in the mark.

13 3. Plaintiff DuPont shall have judgment and recover against Defendant Star-
14 Brite in the agreed upon amount of \$47,500 due and payable on or before December 31, 2009.

15 4. Defendant Star-Brite, its officers, directors, principals, agents, servants,
16 affiliates, employees, attorneys, representatives, successors and assigns, and all those in privity
17 or acting in concert or participation with Defendant, is hereby enjoined and restricted from
18 directly or indirectly:

19 (a) Adopting, using, or displaying in any manner, or holding itself out
20 as having rights to use, the TEFLON[®] Mark or any other name, mark or design confusingly
21 similar to the TEFLON[®] Mark to designate, describe or refer to Star-Brite or in conjunction with
22 any product or service, including any use on any private label products, and on the packaging,
23 containers, point of sale displays and labels used in conjunction with any Star-Brite TEFLON[®]
24 Branded Products, and including any use in conjunction with any Internet activities conducted by
25 it or on its behalf such as any use as a domain name or in the text, graphics and hypertext
26 metatags of any Internet website;

1 (b) Selling, offering for sale, promoting, advertising, distributing or
2 providing or offering to provide any goods or services in conjunction with the TEFLON[®] Mark
3 or any other name, mark or design confusingly similar to the TEFLON[®] Mark, including any use
4 in conjunction with any product, service or business activity, any use in signs, point of sale
5 displays, advertising and promotional materials, brochures and price lists and similar materials
6 and any use in conjunction with any Internet activities conducted by it or on its behalf including
7 any use as a domain name or in the text, hidden text, graphics and hypertext metatags or as a
8 content keyword in connection with any Internet website;

9 (c) Requesting or inducing Internet search engines to display links to
10 any websites operated by Star-Brite or other websites displaying or promoting Star-Brite's
11 products when potential consumers using those search engines search for terms containing
12 variations of the TEFLON[®] Mark or otherwise purchasing or making use of the TEFLON[®] Mark
13 as a keyword on the Internet;

14 (d) Claiming, representing or implying that any products sold or used
15 by Star-Brite contain or are comparable or equivalent to genuine TEFLON[®] fluoropolymer
16 products or ingredients or are otherwise approved or authorized by DuPont or manufactured or
17 used in accordance with any standards established by DuPont for goods or services to be sold in
18 conjunction with the TEFLON[®] Mark or claiming that such products use or incorporate the
19 "slipperiest material in the world" or similar claims, incorporating the words slippery.
20 Notwithstanding the above, Star-Brite may exhaust any inventory of products or materials it had
21 in its possession as of December 1, 2009 that contain any such representations but any such
22 representations must be removed from any website owned or operated by Star-Brite on or before
23 December 31, 2009, and West Marine shall have the right and/or ability to sell through all of its
24 inventory of products and/or materials containing such representations whenever acquired from
25 Star-Brite.

26 (e) Engaging in any course of conduct likely to cause confusion,
27 deception or mistake or injure Plaintiff's business reputation or dilute the TEFLON[®] Mark or
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1 appropriate the goodwill and reputation of the TEFLON® Mark or lead to the passing off of
2 Defendant Star-Brites' products and services as TEFLON® products and services.

3 (f) The above-referenced injunctive relief does not apply to West
4 Marine, however, the exclusion of West Marine does not authorize West Marine to commit the
5 actions so listed except if and to the extent West Marine directly or indirectly through its other
6 suppliers, is authorized by DuPont to use the TEFLON® Mark on product, service, signs, point
7 of sale displays, advertising and promotional materials, brochures, price lists and similar
8 materials and any use in conjunction with any Internet activities.

9 5. Defendants Star-Brite and West Marine shall not seek to register or
10 maintain any registration for the TEFLON® Mark, or any confusingly similar variation thereon,
11 in the United States Patent and Trademark Office or in any other federal, state or foreign registry
12 for trademarks, service marks or business names.

13 6. Except as provided in Paragraph 4(d) above, Defendant Star-Brite is
14 required to destroy all merchandise, packaging, labels, boxes, cartons, advertising, brochures,
15 plates, molds, documents, advertising and promotional materials and other things in its
16 possession or control, which refer to the TEFLON® Mark or any other name, mark or design
17 confusingly similar to the TEFLON® Mark on or before December 31, 2009 and provide a
18 written report to Plaintiff within five (5) business days thereafter confirming that this has been
19 completed.

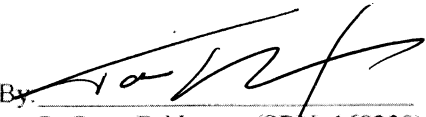
20 7. Except as provided in Paragraph 4(d) above, Defendant Star-Brite is
21 required to cease all use of the TEFLON® Mark as of the date of entry of this Order.

22 8. All parties shall bear their own costs.

23 9. This Court has jurisdiction over the parties and the subject matter of the
24 instant action.

25 10. This action is hereby DISMISSED, WITH PREJUDICE, as against
26 Defendants subject to their respective individual compliance with the terms of this Stipulated
27 Judgment.
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Attorney for Defendants
West Marine, Inc. and
West Marine Products, Inc.

IT IS SO ORDERED.

DATED: December 17, 2009


Richard Seabury
Judge, United States District Court

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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of December 2009, a true and correct copy of the foregoing document was served on counsel by electronic mail and first class mail to:

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