

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:09-cv-681

ECHO GEOPHYSICAL CORPORATION

Plaintiff,

v.

ECKARD LAND & ACQUISITION, LTD., AMERICAN ENERGY PARTNERS, INC. and  
ENERMAX, INC.

Defendants.

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**PRELIMINARY INJUNCTION RE ENERMAX, INC.**

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THE COURT, having reviewed the Motion for Preliminary Injunction with Incorporated Memorandum of Law in Support filed by plaintiff, Echo Geophysical Corporation (hereinafter "Echo") and having heard testimony and reviewed exhibits hereby orders, adjudges and decrees the following:

**BACKGROUND**

1. Echo is a seismic data processing center that manages and develops data pool programs.
2. Echo is the owner of the 3-D Gulf Coast™ Program, a data pool of proprietary seismic data surveys.
3. Echo has used the trademark 3-D Gulf Coast™ (the "Mark") to identify its seismic data pool program to customers and potential customers since at least 2001.

4. The data contained in the Program represents Trade Secrets pursuant to COLO. REV. STAT. § 7-74-101, et seq. and specifically COLO. REV. STAT. § 7-74-102(4).

5. Defendant, EnerMax, Inc. ("EnerMax") has used, sold, conveyed, or traded the Program through EnerMax's website [www.enermaxinc.com](http://www.enermaxinc.com) by identifying it as Gulf Coast 3-D.

### PRELIMINARY INJUNCTION

6. Pursuant to Fed. R. Civ. P. 65(a) and 15 U.S.C. § 1116, Defendants and their officers, agents, servants, employees and attorneys, and those persons in active concert or participating with them who receive actual notice of this order by personal service or otherwise are preliminarily enjoined from engaging in the following acts in the United States or in foreign commerce:

- i. Using the Mark in the advertising or sale of data pool programs, seismic surveys and related goods and services;
- ii. Using in any manner any service mark, trademark, trade name, trade dress, words, numbers, abbreviations, designs, colors, arrangements, collocations or any combination thereof which would imitate, resemble or suggest the Mark including Gulf Coast 3-D;
- iii. Otherwise infringing the Mark;
- iv. Unfairly competing with Echo, diluting the distinctiveness of the Mark and otherwise injuring Echo's business reputation in any manner;

v. Publishing any website or telephone listing using the Mark and any other name containing words likely to cause confusion with the Mark.

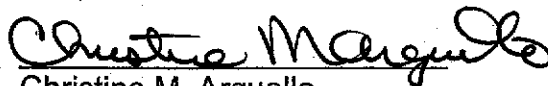
7. Pursuant to 15 U.S.C. § 1118, EnerMax is directed to deliver to Echo all signs, advertising materials, forms, labels, prints, packages, wrappers, receptacles and all other materials in possession of or under the control of Defendants, that use the Mark.

8. Pursuant to FED. R. CIV. P. 65(a) and COLO. REV. STAT. § 7-74-103, EnerMax and its officers, agents, servants, employees and attorneys, and those persons in active concert or participating with them who receive actual notice of this order by personal service or otherwise are preliminarily enjoined from disclosing, revealing, using showing or otherwise disseminating any portion of the seismic data pool that constitutes the 3-D Gulf Program which was provided ELA under the Agreement.

9. This preliminary injunction shall become <sup>e</sup>ffective upon the posting of a \$1000.00 bond by Echo.

DONE and signed this 8 day of April 2009.

BY THE COURT:



Christine M. Arguello  
United States District Court Judge