

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Christine M. Arguello**

Civil Action No. 09-cv-02807-CMA-MJW

MICROSOFT CORPORATION, a Washington corporation,

Plaintiff,

v.

ROYAL DISTRIBUTION, INC., a Colorado corporation, d/b/a ROYAL DISCOUNT and
WWW.ROYALDISCOUNT.COM,
KATRINA SNOWDEN, an individual, and
JOHN DOES 1-5,

Defendants.

PERMANENT INJUNCTION ORDER

The Court having considered the parties' Stipulation for Permanent Injunction (Doc. # 39), and having reviewed the files and records herein, hereby enters the following:

PERMANENT INJUNCTION

1. Defendants, along with their agents, servants, employees, representatives, successors, and assigns, and all those persons acting at their direction or control, shall be and hereby are PERMANENTLY ENJOINED and RESTRAINED from:

(a) engaging in any conduct in violation of the Copyright Act, 17 U.S.C. § 106 and/or 17 U.S.C. § 602(a) with regard to any Microsoft software programs, components, end user license agreements, or any other items protected by Microsoft's

copyrights, including, but not limited to, the following Copyright Certificate Registration

Numbers:

- (1) TX 5-837-617 (“Microsoft Office 2003”);
- (2) TX 5-901-713 (“Microsoft Access 2003”);
- (3) TX 5-837-636 (“Microsoft Excel 2003”);
- (4) TX 5-900-087 (“Microsoft Outlook 2003”);
- (5) TX 5-877-513 (“Microsoft Business Contact Manager for Outlook 2003”);
- (6) TX 5-852-649 (“Microsoft PowerPoint 2003”);
- (7) TX 5-900-088 (“Microsoft Word 2003”);
- (8) TX 5-837-618 (“Microsoft Publisher 2003”);
- (9) TX 6-504-552 (“Microsoft Office 2007”);
- (10) TX 6-524-399 (“Microsoft Excel 2007”);
- (11) TX 6-524-393 (“Microsoft Outlook 2007”);
- (12) TX 6-524-389 (“Microsoft PowerPoint 2007”);
- (13) TX 6-524-398 (“Microsoft Word 2007”);
- (14) TX 6-524-396 (“Microsoft OneNote 2007”);
- (15) TX 6-508-9051 (“Microsoft Windows Vista”);
- (16) TX 5-811-026 (“Microsoft Windows Server 2003”); and
- (17) TX 5-407-055 (“Microsoft Windows XP”); and
- (18) any other items or works now or hereafter protected by any Microsoft copyrights.

(b) imitating, copying, or making any other infringing use or infringing

distribution of the software and/or materials now or hereafter protected by the

Microsoft’s registered trademarks and service mark, including, but not limited to, the

following Trademark Registration Nos.:

- (1) 1,200,236 (“MICROSOFT”);
- (2) 1,256,083 (“MICROSOFT”);
- (3) 1,872,264 (“WINDOWS”);
- (4) 2,744,843 (COLORED FLAG DESIGN); and
- (5) And any other items or works now or hereafter protected by any Microsoft trademarks or service marks.

(c) using any false designation of origin or false or misleading description or false or misleading representation that can or is likely to lead the trade or public erroneously to believe that any software program, component, or item has been manufactured, assembled, produced, distributed, offered for distribution, circulation, sold, offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is not true in fact;

(d) trafficking, distributing or intending to distribute any counterfeit, illicit or tampered Microsoft Certificates of Authenticity or Certificate of Authenticity Labels, or any Microsoft documentation or packaging;

(e) tampering, modifying or altering Microsoft Certificates of Authenticity or Certificate of Authenticity Labels, or any Microsoft documentation or packaging; and

(f) assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a)-(e) above.

2. The specific prohibitions and qualifications regarding Defendants' conduct set forth in this Injunction shall not waive or in any way limit Microsoft's rights or abilities to pursue any of its legal remedies, statutory or otherwise, under existing law if Defendants engage in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in,

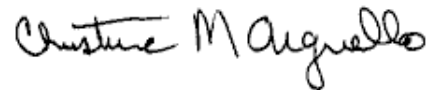
or right to use or to exploit, these trademarks, service mark, and/or copyrights, or otherwise violate Microsoft's legal rights.

3. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Permanent Injunction. Defendants specifically consent to personal jurisdiction and venue in the United States District Court for District of Colorado.

4. Upon proof of any violations by Defendants of the provisions of this Permanent Injunction, the Court shall be authorized to award damages and other relief therefor, as provided by law.

DATED: June 24, 2010

BY THE COURT:



CHRISTINE M. ARGUELLO
United States District Judge