

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge William J. Martínez**

Civil Action No. 14-cv-0090-WJM-MJW

MICROSOFT CORPORATION, a Washington corporation,

Plaintiff,

v.

NETWORK SYSTEMS RESELLERS, LLC, a Colorado limited liability company d/b/a  
ITLIQUADATORS.COM

Defendant.

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**ORDER RE: STIPULATED PERMANENT INJUNCTION AGAINST DEFENDANT**

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This matter comes before the Court on the Parties' Stipulated Permanent Injunction filed June 18, 2014 (ECF No. 26). The Court having reviewed the Motion here by ORDERS as follows:

Defendant Network Systems Resellers, LLC, a Colorado limited liability company d/b/a ITLiquidators.com, ("Defendant") along with Defendant's directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those persons or entities acting in concert or participation with them, shall be and hereby are PERMANENTLY ENJOINED and restrained from:

- (a) imitating, copying, or making any other infringing use or infringing distribution of software programs, components, Certificates of Authenticity, end user license agreements ("EULA") or items protected by 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);

or the software programs, components, EULAs, items or things protected by the following Certificate of Copyright Registration No.:

- (1) TX-6-508-905 (“Windows Vista”);

and any other works now or hereafter protected by any of Microsoft’s trademarks or copyrights;

- (b) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, Certificate of Authenticity, EULA, item or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft’s registered trademarks or service mark, including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above;
- (c) using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft’s registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, promotion, or display of any software, component, Certificate of Authenticity, EULA,

- item or thing not authorized or licensed by Microsoft;
- (d) using any false designation of origin or false description which can or is likely to lead the trade or public or individuals erroneously to believe that any software, component, Certificate of Authenticity, EULA, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is in fact not true;
- (e) engaging in any other activity constituting an infringing distribution of any Microsoft software, component, Certificate of Authenticity, EULA, item, or thing and/or 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 constituting any illegal dilution of Microsoft's name, reputation, or goodwill; and
- (f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (a) through (e) above.

Dated this 19<sup>th</sup> day of June, 2014.

BY THE COURT:



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William J. Martínez  
United States District Judge