

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
Eastern Division (Chicago)**

*Electronically Filed*

GENERAL KINEMATICS CORPORATION	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 08 C 1264
	)	Judge COAR
CARRIER VIBRATING EQUIPMENT, INC.	)	Magistrate-Judge KEYS
	)	
Defendant	)	

**CONSENT JUDGMENT AND INJUNCTION**

Upon the stipulation of Plaintiff, General Kinematics Corporation (“Kinematics”), and Defendant, Carrier Vibrating Equipment, Inc. (“Carrier”), pursuant to a Settlement Agreement between the parties, it is hereby finally ORDERED, ADJUDGED, and DECREED as follows:

1. This Court has personal jurisdiction over the parties and jurisdiction over the subject matter of this action, including the enforcement of the Settlement Agreement entered between the parties and of the terms of this Final Judgment and Permanent Injunction. This Court retains jurisdiction to enforce the Settlement Agreement and any and all aspects of this Final Judgment and Permanent Injunction.

2. U.S. Patent No. 5,615,763 is not invalid and is not unenforceable.

3. Kinematics, including all parents, subsidiaries, divisions, affiliates, officers, agents, trustees, representatives, employees, successors-in-interests and/or assignees, is hereby permanently and immediately restrained and enjoined for the remaining life of the ‘763 Patent from making, using, offering for sale, or selling within the United States, or importing into the United States, or causing to be made, used, offered for sale, or sold within the United States, or

imported into the United States, the subject product in this lawsuit known as the Vario-Drive Shake Out conveyor System, or any vibratory conveyor system which continuously monitors and maintains a predetermined phase angle relationship between phase elements mounted on two or more rotating shafts supplying resultant vibratory force to a conveyor trough and can change the phase angle relationship (and thus the angle of attack) while the machine is operating. Kinematics shall take whatever means are necessary or appropriate to ensure proper and immediate compliance with this Consent Judgment and Injunction.

4. All claims and counterclaims relating to the subject matter of this litigation, whether plead or not, are dismissed with prejudice.

5. Each party shall bear its own costs and attorneys' fees.

SO ORDERED:

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
United States District Court Judge

HAVE SEEN AND AGREED:

s/ Thomas I. Ross

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