

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

Sandstrom Products Company
Plaintiff
v.
Universal Building Products, Inc.
Defendant
Civil Action No.: 09-cv-1836
Judge St. Eve
Magistrate Judge Keys

CONSENT JUDGMENT AND PERMANENT INJUNCTION

Pursuant to stipulation between Plaintiff, Sandstrom Products Company (hereinafter referred to as SANDSTROM) and Defendant, Universal Building Products Inc. (hereinafter referred to as UNIVERSAL) who have entered into a Settlement Agreement effective as of April 1, 2009 and the Court being fully informed of the premises, it is hereby adjudged, ordered and declared that:

- 1. The Court has jurisdiction over these parties and the subject matter of this action.
2. Venue for this action is proper in this judicial district and division.
3. Judgment is entered in favor of Plaintiff and against Defendant on all counts of the Complaint.
4. SANDSTROM is the owner of the trademark ONCRETE.
5. SANDSTROM is the owner of United States Trademark Registration No. 513,437 for the mark ONCRETE.
6. This mark and the registration are valid and enforceable.
7. UNIVERSAL has marketed and sold coating products under the trademark ONCRETE.

8. SANDSTROM and UNIVERSAL are direct competitors for the same customers in connection with coating products.
9. UNIVERSAL's use in commerce of the trademark ONCRETE in connection with coating products constitutes acts of Federal Trademark Infringement, Federal Unfair Competition, False Designation of Origin and Common Law Unfair Competition and violates SANDSTROM's rights in connection with the trademark ONCRETE.
10. Effective as of June 30, 2009, UNIVERSAL and its officers, agents and affiliated companies are permanently enjoined from further infringement of Plaintiff's trademark ONCRETE.
11. Effective as of June 30, 2009, UNIVERSAL and its officers, agents and affiliated companies are permanently enjoined from using the term ONCRETE or phonetic equivalents thereof or colorable imitations thereof or any other terms confusingly similar thereto as trademarks in connection with any goods or services relating to coatings.
12. Effective as of June 30, 2009, UNIVERSAL and its officers, agents and affiliated companies are permanently enjoined from engaging in any conduct likely to cause the public to believe that Defendant's products are in any way sponsored by or associate with SANDSTROM, including any act that tends to or is likely to induce the belief that UNIVERSAL's goods are in any way sponsored by or connected with SANDSTROM's business or product.
13. By June 30, 2009, UNIVERSAL will destroy or modify all advertising or promotional material in its possession, custody or control bearing the trademark

ONCRETE or phonetic equivalents thereof or colorable imitations thereof or any term confusingly similar thereto to remove or obliterate the term ONCRETE.

- 14. By June 30, 2009, UNIVERSAL will modify its website and any other electronic advertising or promotional material to remove the term ONCRETE or phonetic equivalents thereof or colorable imitations thereof.
- 15. Each party will bear its own costs and attorney fees.
- 16. The Court will retain jurisdiction over the subject matter of this action and the parties hereto for purposes of enforcing this Consent Judgment and Permanent Injunction as well as the Settlement Agreement entered into between the parties which is incorporated herein.

BY THE ORDER OF THE COURT

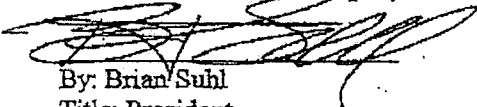
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\_\_\_\_\_  
Hon. Amy St. Eve  
United States District Judge

The parties hereby consent to entry of the foregoing Consent Judgment and Permanent Injunction.

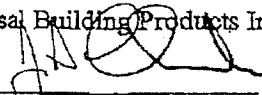
**PLAINTIFF**

Sandstrom Products Company

  
By: Brian Suhl  
Title: President

**DEFENDANT**

Universal Building Products Inc.

  
\_\_\_\_\_  
By: Jeff Church  
Title: CEO