

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

LOGAN GRAPHIC PRODUCTS, INC,

Plaintiffs,

v.

TCP GLOBAL CORP. and
DEAN A. FAUCETT,

Defendants.

Case No. 16-cv-10301

Judge Matthew F. Kennelly

CONSENT JUDGMENT AND PERMANENT INJUNCTION

Defendants TCP Global Corp. and Dean A. Faucett (collectively, “Defendants”), hereby stipulate to the entry of this Consent Judgment and Permanent Injunction.

NOW THEREFORE, upon consent of the parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. On November 2, 2016, Plaintiff Logan Graphic Products, Inc. (“Logan”) initiated this action by filing a Complaint against Defendants, stating counts for false designation of origin (trade dress infringement) under 15 U.S.C. § 1125(a), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS 510/1 *et seq.*), and violation of the Illinois Unfair Business Practices Act (815 ILCS 505/1 *et seq.*).

2. In the Complaint, Logan alleged exclusive ownership of a unique, non-functional, source-identifying trade dress, which Logan has used in connection with mat-cutting equipment for over 40 years. This unique trade dress (the “Logan Trade Dress”) comprises the following elements:

- the arbitrary and whimsical use of a vintage-style bicycle grip as the handle and the elliptical shape of the blade holder on Logan’s straight cutting tool;
- the rounded upper corners and the unique shapes of the handles on Logan’s pull-and push-style bevel cutting tools;
- the size, shape, and placement of the squaring arms and rail guides on its cutting boards;
- the black and silver/grey color scheme applied to all of Logan’s mat-cutting products; and
- the arrangement of components and overall look and feel of its straight cutting tool, its bevel cutting tools, and its mat-cutting boards.

Images showing the Logan Trade Dress are included in **Exhibit A-1**.

3. Defendants waived service and answered the Complaint on February 21, 2017.

4. The Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

5. The Logan Trade Dress is non-functional, has acquired distinctiveness, and constitutes valid and protectable trade dress owned exclusively by Logan.

6. TCP Global has imported, advertised, offered for sale, and sold the following “Disputed Products” in the United States: USA MC-232, USA MC-340, USA MC-916HC, USA MC-920HC, and USA MC-922HC. The Disputed Products are shown in **Exhibit A-2**.

7. TCP Global, Dean A. Faucett, and all officers, principals, agents, employees, affiliates, licensees, transferees, purchasers, successors, and assigns, and all persons or entities acting on their behalf or in active concert or participation with them and who receive actual notice of this Permanent Injunction, are permanently enjoined and restrained from:

- (A) importing, transferring, manufacturing, delivering, disposing, advertising, selling, offering for sale, distributing, and shipping the Disputed Products and any other

mat-cutting products that display exact or near-exact copies of the Logan Trade Dress;

- (B) doing any other act likely to induce the mistaken belief that Logan is the source of products that are not actually manufactured by Logan; and
- (C) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (A) and (B).

8. On or before September 21, 2017, TCP Global shall destroy (either directly or through a third party) all units of Disputed Products remaining in inventory and will provide a sworn declaration to Logan, stating the manner in which the inventory was destroyed and confirming that no inventory remains.

9. If any Defendant breaches any term of this Consent Judgment and Permanent Injunction, or otherwise infringes the Logan Trade Dress, Logan will be entitled to injunctive relief, damages, and profits, and a Defendant who is found to have breached this Consent Judgment and Permanent Injunction shall pay Logan's reasonable attorneys' fees and costs incurred as a result of the infringement or breach, including reasonable investigative costs incurred in the discovery of the infringement and/or breach and including fees and costs incurred for enforcing this Consent Judgment and Permanent Injunction.

10. Defendants shall submit to the jurisdiction of this Court in any dispute involving this Consent Judgment and Permanent Injunction.

11. Defendants waive any right to notice and appeal of this Consent Judgment and Permanent Injunction and consent to its immediate entry in accordance with its terms.

STIPULATED AND AGREED

TCP Global Corp.

Dean A. Faucett

Signature: _____

Signature: _____

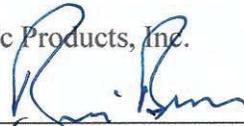
Name: _____

Date: _____

Title: _____

Date: _____

Logan Graphic Products, Inc.

Signature:  _____

Name: BRIAN BUELL

Title: DIRECTOR OF SALES

Date: 9-12-17

Having reviewed the terms stipulated to by the parties above, it is hereby **ORDERED** that Defendants TCP Global Corp. and Dean A. Faucett are permanently enjoined as set forth in the stipulation, and that judgment is entered in favor of Plaintiff Logan Graphic Products, Inc., on all claims asserted in the Complaint.

So Ordered: _____, 2017

The Honorable Matthew F. Kennelly
U.S. District Judge

STIPULATED AND AGREED

TCP Global Corp.

Signature: Dean Faucett

Name: Dean Faucett

Title: President

Date: 9-12-2017

Dean A. Faucett

Signature: Dean A Faucett

Date: 9-12-2017

Logan Graphic Products, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Having reviewed the terms stipulated to by the parties above, it is hereby **ORDERED** that Defendants TCP Global Corp. and Dean A. Faucett are permanently enjoined as set forth in the stipulation, and that judgment is entered in favor of Plaintiff Logan Graphic Products, Inc., on all claims asserted in the Complaint.

So Ordered: _____, 2017

The Honorable Matthew F. Kennelly
U.S. District Judge

Exhibit A-1

Logan Graphic Products Image	Logan Graphic Products Description
	<p>Logan 2000: Push Style Handheld Mat Cutter</p>
	<p>Logan 4000: Deluxe Pull Style Handheld Mat Cutter</p>
	<p>Logan 701-1 Straight Cutter Elite</p>
	<p>Logan 550-1: Simplex Classic 40" Mat Cutter</p>

Exhibit A-2

U.S. Art Supply Image	U.S. Art Supply Description
	<p>US Art Supply Hand Held Push Style Bevel 45 Degree Mat Cutter (USA MC-916HC)</p>
	<p>US Art Supply Hand Held Pull Style Bevel 45 Degree Mat Cutter (USA MC-920HC)</p>
	<p>Hand Held Pull Type Straight Cutting 90 Degree Mat Cutter (USA MC-922HC)</p>
	<p>US Art Supply 40" 45-Degree Bevel Cut Complete Matte Cutter (USA MC-340)</p>
	<p>US Art Supply 32 inch Artist Bevel 45 Degree Board Mounted Mat Cutter (USA MC-232)</p>