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3. Angie's List compiles consumer ratings in over 400 categories of product, service, and health care companies and provides consumer-prepared service ratings under the mark ANGIE'S LIST to its members, who pay a subscription fee for the services and information provided by Angie's List. Angie's List offers its services in at least 120 major markets across the United States, and has over 750,000 members.

4. Angie's List does not support, endorse, or sponsor Mac's, or any other companies listed through Angie's List's consumer review services.

5. Angie's List is the owner of Federal Trademark Registration Nos. 2,083,451, 2,775,167, 3,224,630, 3,566,414, 2,769,122, 2,790,803, 3,224,639, and 3,571,083 for the ANGIE'S LIST word mark and related logos (collectively, the "ANGIE'S LIST Marks"). The ANGIE'S LIST Marks are in use, are valid, and are in full force and effect.

6. As a result of the considerable amount of time and money that Angie's List has invested in the ANGIE'S LIST Marks, Angie's List has established substantial goodwill in the ANGIE'S LIST Marks.

7. To maintain that level of trust, Angie's List devotes significant time and attention to protecting its trademarks and regulating the manner in which service providers are permitted to use and display these trademarks.

8. Mac's had no right to use any of the ANGIE'S LIST Marks.

9. Without Angie's List's knowledge or consent, Mac's purchased advertisements (the "Advertisements") in the yellow page directories of Defendant Ameritech Publishing, Inc. d/b/a AT&T Advertising & Publishing that improperly contained at least one of the ANGIE'S LIST Marks.

10. The use of the ANGIE'S LIST Marks in connection with the Advertisements is a direct infringement of Angie's List's rights in the ANGIE'S LIST Marks.

11. As the result of the use of the ANGIE'S LIST Marks in connection with the Advertisements, consumers that view the Advertisements are likely to be confused or deceived as to whether there is an affiliation or sponsorship between Mac's and Angie's List, or that Angie's List has authorized Mac's to use the ANGIE'S LIST Marks in the Advertisements, or that Mac's has been recognized for service or quality by Angie's List, which, among other things, lessens the value of the ANGIE'S LIST Marks.

12. A permanent injunction will prevent future direct infringement of the ANGIE'S LIST Marks by Mac's.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED THAT:

a. Mac's, its officers, directors, shareholders, agents, employees, licensees, franchisees, distributors, sales representatives, successors and assigns and any other individuals or entities (currently existing or existing in the future) within their control or supervision and all other persons or entities (currently existing or existing in the future) in concert or participating with them are permanently restrained from, directly or indirectly:

i. Using the ANGIE'S LIST Marks, Federal Trademark Registration Nos. 2,083,451, 2,775,167, 3,224,630, 3,566,414, 2,769,122, 2,790,803, 3,224,639, and/or 3,571,083;

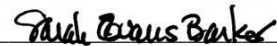
ii. Printing, publishing, promoting, lending, or distributing any advertising materials and/or other promotional items that that contain or reference the ANGIE'S LIST Marks, including in any advertisement in the yellow page directories of Defendant Ameritech Publishing, Inc. d/b/a AT&T Advertising & Publishing;

iii. Using any trademark or logo or doing any acts or things likely to induce the belief on the part of the public, including Angie's List's customers or potential customers, that Mac's or Mac's services are in any way affiliated, connected, or associated with Angie's List or are sponsored or approved by Angie's List; and

iv. Using any other trademark, copyright, intellectual property right, or other proprietary rights belonging to Angie's List.

b. This Court shall retain exclusive jurisdiction over this civil action for purposes of enforcing this Agreed Permanent Injunction and over the pending claims in this matter.

Date: 01/08/2010




SARAH EVANS BARKER, JUDGE  
United States District Court  
Southern District of Indiana


AGREED TO:

BROWNSTONE PUBLISHING, LLC  
D/B/A ANGIE'S LIST

Date: 12/11/09

By:   
Printed: ~~CMO~~ A. Hicks Bowman  
Title: CMO

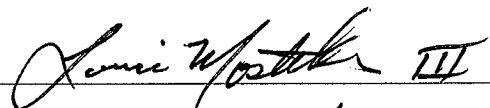
Form Approved By:

  
Michael A. McNally  
ICE MILLER LLP  
One American Square  
Suite 2900  
Indianapolis, Indiana 46282-0200  
*Attorney for Plaintiff, Brownstone  
Publishing, LLC d/b/a Angie's List*

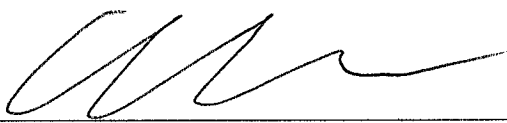
AGREED TO:

MAC'S SEPTIC SERVICE, INC.

Date: 12/2/09

By:   
Printed: Louie Mosteller III  
Title: OWNER

Form Approved By:

  
Eric C. Redman  
REDMAN LUDWIG, P.C.  
151 North Delaware Street  
Suite 1106  
Indianapolis, Indiana 46204  
*Attorney for Defendant, Mac's Septic  
Service, Inc.*