

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

TITLECRAFT, INC.,

Plaintiff and
Counterclaim-Defendant,

v.

NATIONAL FOOTBALL LEAGUE and
NFL PROPERTIES, LLC,

Defendants and
Counterclaim-Plaintiffs.

Civil No. 10-758 (RHK/JJK)

**AMENDED FINAL ORDER
AND JUDGMENT ON CONSENT**

On October 15, 2010, the National Football League and NFL Properties, LLC (collectively, the “NFL”) filed a motion for partial summary judgment as to Titlecraft, Inc’s (“Titlecraft”) liability for copyright infringement (Docket No. 19). On December 20, 2010, the Court issued a Memorandum Opinion and Order granting the NFL Parties’ motion (Docket No. 34).

WHEREAS, the parties have settled this matter and have at the settlement hearing before Magistrate Judge Keyes on January 18, 2011, consented to, and agreed to be bound by, all of the following terms and conditions:

1. IT IS HEREBY ORDERED that Titlecraft and its agents, officers, directors, servants, employees, representatives, parents, subsidiaries, related companies, successors, assigns, affiliates and all others in active concert or participation with any of them are hereby IMMEDIATELY AND PERMANENTLY ENJOINED and RESTRAINED from designing, manufacturing, producing, advertising, marketing,

promoting, shipping, offering for sale, selling, and/or otherwise distributing any football trophy either (a) comprised of a football on top of a tapered base, including, but not limited to, any of the trophies depicted in Exhibit 3 to the Counterclaims and Answer (Dkt # 3) and the Opposition to Motion for Partial Summary Judgment (Dkt # 25), or (b) any football trophy that is substantially similar to the Vince Lombardi Trophy.

2. IT IS FURTHER ORDERED that Titlecraft must serve on counsel for the NFL, within ten (10) days after entry of this Final Order and Judgment on Consent, a sworn written statement setting forth the number of units of infringing trophies remaining in its inventory and shall deliver to counsel for the NFL evidence of the destruction of all such trophies.

3. IT IS FURTHER ORDERED that, in the event that Titlecraft (including its agents, officers, directors, servants, employees, representatives, parents, subsidiaries, related companies, successors, assigns, affiliates and all others in active concert or participation with any of them) manufactures, sells or distributes any football trophy in the future, it is prohibited from making any reference to, or in any way suggesting or implying, directly or indirectly, any endorsement, sponsorship, approval or other affiliation with, the NFL, any NFL Member Club and/or any active or retired NFL player in connection with any such trophy.

4. IT IS FURTHER ORDERED that, in the event that Titlecraft breaches this Final Order and Judgment on Consent, Titlecraft shall be liable for liquidated damages in

the amount of \$20,000 for each violation of this Final Order and Judgment on Consent, in addition to any other relief to which the NFL may otherwise be entitled to receive.

5. This action is dismissed.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: January 19, 2011

s/Richard H. Kyle
RICHARD H. KYLE
United States District Judge