

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

MARKET CENTRAL, INC.,	)	
	)	
Plaintiff,	)	Civil Action No. 2:12-cv-00118
	)	
v.	)	
	)	
KPAUL PROPERTIES, LLC,	)	
	)	
Defendant.	)	

**CONSENT ORDER**

WHEREAS, Market Central, Inc. (“Market Central”) is the owner of the federal trademark registration for the trademark “**SECURESWITCH®**” which was registered by Market Central on the Principal Register of the United States Patent and Trademark Office on October 3, 2000 and is registered at United States Trademark Registration No. 2,390,873.

WHEREAS, KPaul Properties, LLC (“KPaul”) has used the identical **SECURESWITCH®** mark in connection with the sale of products, including data switching products, which actions have caused a likelihood of confusion among consumers and purchasers of such products and data switching products.

WHEREAS, on February 2, 2012 Market Central commenced a civil action against KPaul alleging federal trademark infringement, federal unfair competition and common-law trademark infringement and unfair competition in the United States District Court for the Western District of Pennsylvania at Civil Action No. 2:12-cv-00118 (“the Action”).

WHEREAS, in the Action, Market Central sought an order requiring that the **SECURESWITCH®** mark be removed from all products, user guides, packaging, advertising and commercial materials and internet websites of KPaul and enjoining KPaul of any further use of the **SECURESWITCH®** mark in connection with any products and/or services sold, offered for sale, distributed, advertised or supplied by KPaul.

WHEREAS, Market Central and KPaul have conferred through their respective legal counsel and have determined to resolve the Action as more fully described below:

NOW, THEREFORE, it is hereby agreed by and between Market Central and KPaul ("the Parties") as follows:

1. KPaul represents and warrants that, as of the date of this Consent Order, it has ceased all use of the trademark **SECURESWITCH®** in connection with the sale or offering for sale of all products as well as in all advertising and promotional materials.

2. KPaul represents and warrants that it will not in the future use the trademark **SECURESWITCH®** in connection with the sale or offering for sale of any products or in any advertising or promotional materials relating or referring to any products not actually supplied by Market Central.

4. Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, it is hereby stipulated and agreed by and between Market Central and KPaul, through their respective duly authorized counsel, that the Action be and hereby is **DISMISSED** without prejudice, each side to bear its own costs and fees.

5. The United States District Court for the Western District of Pennsylvania shall retain jurisdiction for any action to enforce or interpret this Consent Order.

Agreed.


/s/ Mark A. Willard  
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*Attorney for Chikol, LLC, Receiver for  
Defendant, KPaul Properties, LLC*

IT IS SO ORDERED, this 16<sup>th</sup> day of March, 2012.

  
Gary L. Lancaster, United States District Court Judge