

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

Eolas Technologies Incorporated,	§	
	§	
Plaintiff,	§	Civil Action No. 6:09-CV-00446-LED
	§	
	§	
vs.	§	
	§	
Adobe Systems Inc., Amazon.com, Inc.,	§	JURY TRIAL
Apple Inc., Argosy Publishing, Inc.,	§	
Blockbuster Inc., CDW Corp.,	§	
Citigroup Inc., eBay Inc., Frito-Lay, Inc.,	§	
The Go Daddy Group, Inc., Google Inc.,	§	
J.C. Penney Company, Inc., JPMorgan	§	
Chase & Co., New Frontier Media, Inc.,	§	
Office Depot, Inc., Perot Systems Corp.,	§	
Playboy Enterprises International, Inc.,	§	
Rent-A-Center, Inc., Staples, Inc., Sun	§	
Microsystems Inc., Texas Instruments Inc.,	§	
Yahoo! Inc., and YouTube, LLC	§	
	§	
Defendants.	§	

**ORDER GRANTING MOTION TO DISMISS WITHOUT PREJUDICE
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(A)(2)**

Plaintiff Eolas Technologies Incorporated, (“Eolas”) and Defendant Argosy Publishing, Inc. (“Argosy”) (Eolas and Argosy are referenced individually as “Party” and collectively as “the Parties”), have jointly moved to dismiss any and all claims made by Eolas against Argosy in the above-captioned action and any and all counterclaims made by Argosy against Eolas in the above-captioned action, without prejudice to re-filing the same and with no award of fees, costs or expenses, in accordance with the representations and stipulations set forth in their motion. The Court, pursuant to Federal Rule of Civil Procedure 41(a)(2), having considered the Parties’ requests, is of the opinion that the request for dismissal should be GRANTED.

IT IS THEREFORE ORDERED that any and all claims made by Eolas against Argosy in the above-captioned action and any and all counterclaims made by Argosy against Eolas in the above-captioned action are dismissed in accordance with the representations and stipulations set forth in the stipulated motion, without prejudice to re-filing and without an award of fees, costs, or expenses. This dismissal shall have no bearing on Eolas' claims with respect to the other defendants in the above-captioned action.

So ORDERED and SIGNED this 29th day of January, 2010.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**