

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

OXBO INTERNATIONAL CORPORATION,

Plaintiff,

v.

PERMANENT
INJUNCTION

H&S MANUFACTURING COMPANY, INC.,

15-cv-292-jdp

Defendant.

Pursuant to Federal Rule of Civil Procedure 65(d), and the court's summary judgment opinion, Dkt. 392, and the June 15, 2017 jury verdict finding that defendant H&S Manufacturing Company, Inc., has infringed claims 28 and 44 of U.S. Patent No. 7,310,929 (the '929 patent), claim 1 of U.S. Patent No. 8,166,739 (the '739 patent), claims 1, 2, 4, 6, 8, and 10 of U.S. Patent No. 8,863,488 (the '488 patent), and claims 1-4 and 6-8 of U.S. Patent No. 8,511,052 (the '052 patent) (collectively, the "Infringed Claims"), and pursuant to the court's determination that H&S's infringement has caused and is continuing to cause irreparable injury to Oxbo International Corporation, that Oxbo has no adequate remedy at law, that the balance of harms favors Oxbo, and that the public interest would not be disserved by a permanent injunction, as the court stated on July 18, 2017, Dkt. 546, IT IS ORDERED that:

H&S, its officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them, including H&S's dealers and distributors, who receive actual notice of this injunction, are hereby restrained and enjoined, pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65(d), from making, using, offering to sell, or selling in the

United States the H&S Tri-Flex windrow mergers and any other product not more than colorably different therefrom in relation to the Infringed Claims (the Infringing Products).

This injunction does not preclude the use, sale, or offer for sale of Infringing Products sold by H&S before June 12, 2017. Nor does this injunction prevent H&S, its dealers, or distributors from servicing, repairing, and providing replacement parts for Tri-Flex mergers sold before June 12, 2017. The Infringing Products sold before June 12, 2017, are listed on Attachment A.

H&S shall promptly provide written notice of this injunction to its officers, agents, servants, employees, attorneys, distributors, dealers, and any other persons or entities in active concert or participation with it, including its dealers and distributors. H&S shall take all necessary and appropriate means to ensure that this order is complied with.

So long as any of the Infringed Claims of the patents are valid and enforceable, this injunction shall run as follows:

- (i) For the '929, '739, and '488 patents, until their expiration on March 31, 2023, or upon their expiration due to the nonpayment of applicable maintenance fees.
- (ii) For the '052 patent, until its expiration on August 15, 2028 or upon its expiration due to nonpayment of applicable maintenance fees.

The court retains jurisdiction to enforce this injunction.

Entered August 3, 2017.

BY THE COURT:

/s/

JAMES D. PETERSON
District Judge

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Defendant.

ATTACHMENT A TO
PERMANENT
INJUNCTION

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Infringing Products sold by H&S before June 12, 2017, by serial number, that are not subject to the permanent injunction:

111001	311012	312056	412091	512122	611043	712198
111002	311013	312057	412092	512123	611044	712199
111003	311014	312058	412093	512124	612160	712199
111004	311015	312059	412094	512125	612161	712200
111005	311016	312060	412095	512126	612162	712201
112001	311017	312061	412096	512127	612163	712202
112002	311018	312062	412097	512128	612164	712203
112003	311019	312063	412098	512129	612165	712204
112004	311020	312064	511031	512130	612166	712205
112005	311021	411026	511032	512131	612167	712206
112006	311022	411027	511033	512132	612168	712207
112007	311023	411028	511034	512133	612169	712208
112008	311024	411029	511035	512134	612170	712209
112009	311025	411030	511036	512135	612171	712210
211006	312030	412065	511037	512136	612172	712211
211007	312031	412066	511038	512137	612173	712212
211008	312032	412067	511039	512138	612174	712213
211009	312033	412068	511040	512139	612175	712214
211010	312034	412069	512100	512140	612176	712215
212010	312035	412070	512101	512141	612177	712216
212011	312036	412071	512102	512142	612178	712217
212012	312037	412072	512103	512143	612179	712218
212013	312038	412073	512104	512144	612180	712219
212014	312039	412074	512105	512145	612181	712220
212015	312040	412075	512106	512146	612182	712221

212016	312041	412076	512107	512147	612183	712222
212017	312042	412077	512108	512148	612184	712223
212018	312043	412078	512109	512149	612185	712224
212019	312044	412079	512110	512150	612186	712225
212020	312045	412080	512111	512151	612187	712226
212021	312046	412081	512112	512152	612188	712227
212022	312047	412082	512113	512153	612189	
212023	312048	412083	512114	512154	612190	
212024	312049	412084	512115	512155	612191	
212025	312050	412085	512116	512156	712192	
212026	312051	412086	512117	512157	712193	
212027	312052	412087	512118	512158	712194	
212028	312053	412088	512119	512159	712195	
212029	312054	412089	512120	611041	712196	
311011	312055	412090	512121	611042	712197	