

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION


THE NORTH FACE APPAREL CORP.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	Case No. . 4:09-cv-02029-RW S
WILLIAMS PHARMACY, INC.	)	
JAMES A. WINKELMANN, JR., and	)	
THE SOUTH BUTT LLC,	)	
	)	
Defendants.	)	



**CONSENT INJUNCTION**

Plaintiff The North Face Apparel Corp. (“The North Face”) and Defendant James A. Winkelmann, Jr. and The South Butt LLC (“Settling Defendants”), on behalf of themselves and with the voluntary consent of third party James A. Winkelmann, Sr. as General Manager for The South Butt LLC (the Settling Defendants and Mr. Winkelman, Sr.,together known as “The South Butt”) hereby stipulate to the entry of the following injunction and Order:

**WHEREAS**, The North Face commenced this action against, *inter alia*, the Settling Defendants for trademark infringement, false designation of origin, trademark dilution, unfair competition, and other violations of the laws of the United States and the State of Missouri; and


**WHEREAS**, the The North Face is the owner of numerous registered and common law trademarks (collectively, the “THE NORTH FACE Trademarks”), including but not limited to

United States Trademark Registration Nos. 1,102,407 and 1,030,071 for , Nos. 2,097,715 and

2,300,758 for , No. 3,538,773 for , No. 983,624 for THE NORTH FACE

and No. 2,897,197 for NEVER STOP EXPLORING; and

**WHEREAS**, the The South Butt is engaged in the sourcing, offering for sale, advertising, marketing, distributing and selling of products bearing the trademarks “The South Butt”, “Never

Stop Relaxing”,  and other variations of those marks (together, “The South Butt Marks”);

and

**WHEREAS**, The North Face and The South Butt have agreed to amicably resolve this dispute based upon certain terms, one of which is the entry of this Consent Injunction without the entry of a bond;

**NOW THEREFORE**, upon consent of the parties hereto, it is hereby **ORDERED ADJUDGED AND DECREED** as follows:

The South Butt, including each of them and their agents, servants, employees, representatives, confederates, affiliates and any other persons or entities acting in concert or participation with them, are permanently enjoined and restrained:

(a) From using, without the express written permission of The North Face, any of The South Butt Marks or any other reproduction, counterfeit, copy, or colorable imitation of the THE NORTH FACE Trademarks, either alone or in combination with any other designation, on or in connection with any advertising, marketing, promoting, distribution, offer for sale, or sale of services or goods;

(b) From using, without the express written permission of The North Face, any of the THE NORTH FACE Trademarks, or any other designation that is confusingly similar to any of the THE NORTH FACE Trademarks, including, but not limited to the THE SOUTH BUTT Trademarks, in any manner as to be likely to dilute, cause confusion, deception or mistake on or in

connection with the manufacturing, advertising, distributing, offering for sale or selling of any product not The North Face's, or not authorized by The North Face to be sold in connection with any of THE NORTH FACE® Products,

(c) From passing off, inducing or enabling others to sell or pass off, any product as and for products produced by The North Face, not The North Face's, or not produced under the control and supervision of The North Face and approved by The North Face for sale under the THE NORTH FACE Trademarks;

(d) From committing any acts calculated to cause purchasers to believe that the THE SOUTH BUTT Trademarks are sold under the control and supervision of The North Face, or sponsored or approved by, or connected with, or guaranteed by, or produced under the control and supervision of The North Face;

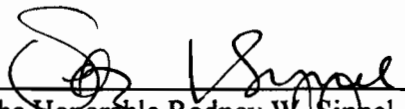
(e) From diluting and infringing the THE NORTH FACE Trademarks, and damaging The North Face's goodwill;

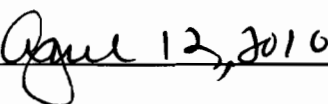
(f) From otherwise competing unfairly with The North Face in any manner; and

(g) From conspiring with, aiding, assisting or abetting any other person or business entity in engaging in or performing any of the activities referred to above;

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction to the extent necessary to enforce this Injunction and the Settlement Agreement between the parties and to determine any issues that may arise under either.

**IT IS SO ORDERED:**

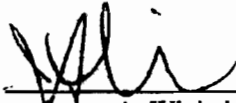
  
\_\_\_\_\_  
The Honorable Rodney W. Sippel  
United States District Judge

Dated:   
\_\_\_\_\_


**STIPULATED AND AGREED TO:**


**THE SOUTH BUTT LLC**

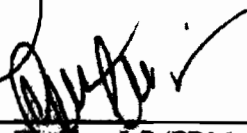
**THE NORTH FACE APPAREL CORP.,**

By:   
James A. Winkelmann, Sr.  
General Manager


By:   
Barbara J. Kaplan  
Vice President

 UPA 4/1/2010  
James A. Winkelmann, Jr.

  
James A. Winkelmann, Sr.

s/   
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