

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 Williams Pharmacy, Inc. (“Williams Pharmacy”), on behalf of itself and with the voluntary consent of third parties the Ladue Pharmacy, L.L.C., Clarkson Square Pharmacy, Inc., and Prescription Plus, Inc. (the Defendant and the third parties together known as the “Williams Community Pharmacies”) hereby stipulate to the entry of the following injunction and Order:

WHEREAS, The North Face commenced this action against, *inter alia*, Williams Pharmacy, Inc. 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 Williams Community Pharmacies, represents that each has ceased all use

of “The South Butt”, “Never Stop Relaxing”,  and any and all variations thereof (“The South Butt Marks”), including ,without limitation, the offer for sale, advertising, marketing, distribution, shipping, and sale of goods bearing any of The South Butt Marks; and

WHEREAS, The North Face and Williams Community Pharmacies have agreed to amicably resolve this dispute based upon certain terms including the entry of this Consent Injunction without the entry of a bond; and

WHEREAS, the consent of Williams Community Pharmacies to the entry of this Consent Injunction shall not be deemed an admission of wrongdoing by any party;

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

1. Without the express written permission of The North Face, Defendant Williams Pharmacy and the Williams Community Pharmacies, and their respective employees, partners, officers, directors, agents, representatives, successors, heirs, and assigns, and all persons in active concert or participation with any of them, are hereby enjoined from using 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 and/or goods containing any of The South Butt Marks, and from otherwise infringing or diluting the distinctive nature of the THE NORTH FACE Trademarks or otherwise competing unfairly with The

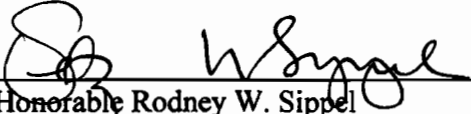
North Face; and

2. The injunctive relief of Paragraph 1, above, shall become permanent upon the resolution of this lawsuit unless a final non-appealable judgment is entered against the The North Face finding that The South Butt LLC has not infringed upon any of the THE NORTH FACE Trademarks, has not diluted any of the THE NORTH FACE Trademarks, and has not and/or is not otherwise violating or infringing upon any of the The North Face's rights; and

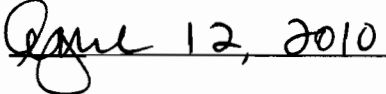
3. The injunctive relief of Paragraph 1, above, shall immediately dissolve without further order of this Court upon a voluntary dismissal by Plaintiff of this action against the remaining Defendants in this action; and

4. Except as set forth above, The North Face's claims against Defendant Williams Pharmacy, Inc. are hereby dismissed with prejudice, with each party to bear its own attorneys' fees and costs.

IT IS SO ORDERED:



The Honorable Rodney W. Sippel
United States District Judge

Date:  _____

[CONSENT SIGNATURES ON NEXT PAGE]

STIPULATED AND AGREED TO:

WILLIAMS PHARMACY, INC.,

By: [Signature]
Print Name: Brett Williams
Title: Pres

LADUE PHARMACY, LLC,

By: [Signature]
Print Name: Richard Williams
Title: Member

PRESCRIPTION PLUS, INC.

By: [Signature]
Print Name: Brett Williams
Title: Pres

CLARKSON SQUARE PHARMACY, INC.,

By: [Signature]
Print Name: Brett Williams
Title: Pres

[Signature]
s/ Thomas M Blumenthal (EDMo #2652)
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Attorneys for Defendant Williams Pharmacy, Inc. and third parties Ladue Pharmacy, LLC, Clarkson Square Pharmacy, Inc., and Prescription Plus, Inc.

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