| TO: **Mail Stop 8**<br>**Director of the U.S. Patent & Trademark Office**<br>**P.O. Box 1450**<br>**Alexandria, VA 22313-1450** | **REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK** |
|---|---|

In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of California on the following:
( ) Patents or (x ) Trademarks

DOCKET NO: 5:16-cv-02455-~~NC~~ JD

DATE FILED: May 6, 2016

UNITED STATES DISCTRICT COURT
Robert F. Peckham Federal Building
280 South 1st Street
San Jose, CA 95113

PLAINTIFF: Luxottica Group S.P.A.

DEFENDANT: Quik Gas 'N' Shop Inc.

| PATENT OR TRADEMARK NO. | DATE OF PATENT OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

In the above-entitled case, the following patent(s) have been included.

DATE INCLUDED INCLUDED BY:
( ) Amendment ( ) Answer ( ) Cross Bill ( ) Other Pleading

| PATENT OR TRADEMARK NO. | DATE OF PATENT OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

In the above-entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGEMENT:
STIP & ORDER OF
9/20/16 VOLUNTARY DISMISSAL

Susan Y. Soong

Susan Y. Soong, Clerk

Sandy Nunes

(by) Deputy Clerk, Sandy Nunes

Copy 1 – Upon initiation of action, mail this copy to Commissioner
Copy 2 – Upon filing document adding patent(s) mail this copy to Commissioner
Copy 3 – Upon termination of action, mail this copy to the Commissioner
Copy 4 – Case file copy

| Trademark | Registration No. | Good And Services |
|---|---|---|
| Ray-Ban | 650,499 | sunglasses, shooting glasses, and ophthalmic lenses, in class 26. |
| | 1,093,658 | ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles and goggles; and cases and other protective covers for sunglasses, eyeglasses, spectacles in class 9. |
| | 1,726,955 | bags; namely, tote, duffle and all-purpose sports bags, in class 18.<br><br>cloths for cleaning ophthalmic products, in class 21.<br><br>clothing and headgear; namely, hats, in class 25. |
| RAY-BAN | 1,080,886 | ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles – in class 9. |
| | 1,490,305 | clothing, namely, t-shirts, in class 25. |
| | 2,718,485 | goods made of leather and imitation leather, namely, wallets, card cases for business cards, calling cards, name cards and credit cards in class 18.<br><br>clothing for men and women, namely, polo shirts; headgear, namely, berets and caps. |
| Ray-Ban | 1,320,460 | sunglasses and carrying cases there for, in class 9. |

| | | |
|---|---|---|
| Ray-Ban | 3,522,603 | sunglasses, eyeglasses, lenses for eyeglasses, eyeglasses frames, cases for eyeglasses, in class 9. |

WHEREAS Defendants have agreed to the below terms of a permanent injunction:

1. Defendants shall immediately and permanently cease the manufacture, purchase, production, distribution, circulation, sale, offering for sale, import, export, advertisement, promotion, display, shipment, marketing or incorporate in advertising or marketing products bearing the Ray-Ban Marks and/or marks identical, substantially indistinguishable, and/or confusingly similar thereto;

2. Except as otherwise provided in the parties' Confidential Settlement Agreement, Defendants shall not deliver, hold for sale, return, transfer or otherwise move, store or dispose in any manner products bearing the Ray-Ban Marks, or marks identical, substantially indistinguishable, and/or confusingly similar thereto, except as otherwise provided in this Agreement;

3. Defendants shall not knowingly assist, aid or attempt to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 1 and 2 above.

WHEREAS the parties further stipulate to the following:

4. Plaintiff dismisses this entire Action against all defendants with prejudice;

5. This Court has jurisdiction over the parties herein and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121;

6. The execution of this stipulation shall serve to bind and obligate the parties hereto. However, dismissal with prejudice of this action shall not have preclusive effect on those who are not specifically released in the parties' confidential settlement agreement, all claims against whom Plaintiff expressly reserves;

7. Plaintiff and Defendants shall bear their own costs and attorneys' fees associated with this action; and