

ORIGINAL

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
Nov - 2 2010
CLERK, U.S. DISTRICT COURT
By Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HEELING SPORTS LIMITED,

PLAINTIFF,

v.

NEW CONCORD, INC.,
HAVEN PAN, & ANNIE LIU
A/K/A YUN LIU

DEFENDANTS.

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CIV. ACTION NO. 3:07-CV-2123

PERMANENT INJUNCTION AND FINAL JUDGMENT

The Court, having read and considered the agreed motion for entry of judgment submitted by plaintiff Heeling Sports Limited ("Heeling") and defendants New Concord Enterprise, Inc. a/k/a New Concord, Inc. ("New Concord"), Haven Pan ("Pan"), and Annie Liu a/k/a Yun Liu ("Liu") (New Concord, Pan, and Liu are collectively referred to as "Defendants"), renders judgment as follows:

HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Heeling owns or controls the pertinent rights in and to the following patents, and all of the claims thereof, are valid and enforceable: United States Patent No. 6,406,038 ("the '038 Patent"), United States Patent No. 6,739,602 ("the '602 Patent"), and United States Patent No. 6,746,026 ("the '026 Patent") (collectively the "Patents").
2. No claims of the Patents were rendered obvious or anticipated by any of the asserted prior art in the this case.

3. Defendants and their agents purchased, used, sold, offered for sale, and/or imported wheeled footwear that were the same as or similar to those shown in exhibit A (hereinafter "Infringing Wheeled Footwear") to this Permanent Injunction and Final Judgment. The Infringing Wheeled Footwear and/or use thereof are covered by one or more claims of each of the '038 Patent, the '602 Patent, and the '026 Patent. The Infringing Wheeled Footwear are wheeled footwear having one or more removable, retractable, or permanently mounted wheels in an opening in the bottom of the heel that allow a user to walk or run on the forefoot and transition to rolling on the wheel or wheels in the heel.

4. Heeling has established a reasonable royalty under 35 U.S.C. § 284 of fifteen dollars (\$15.00) per pair of Infringing Wheeled Footwear. Defendants, individually and collectively, purchased, used, sold, offered for sale, and/or imported twenty-five thousand twenty (25,020) pairs of Infringing Wheeled Footwear.

5. Heeling is awarded judgment against Defendants, jointly and severally, in the amount of three hundred seventy-five thousand, three hundred dollars (\$375,300).

6. Defendants, their agents, employees, successors, heirs, and assigns, and all other persons and entities in active concert or participation with them who receive actual notice hereof by personal service or otherwise are enjoined and restrained from infringing, either directly or indirectly, or inducing infringement of or contributorily infringing any of the claims of the '038 Patent, the '602 Patent, and the '026 Patent, and from making, having made, importing, purchasing, using, selling or offering to sell Infringing Wheeled Footwear during the life of such patents, including any wheeled footwear or skate having at least one wheel in the heel that is to be or is used by walking or running on the forefoot portion of the sole and then transitioning to rolling on the wheel or wheels in the heel.

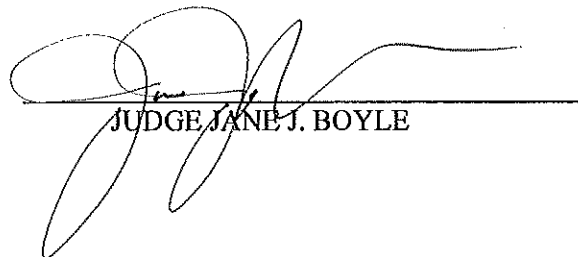
7. Nothing herein shall be construed as a release or constituting patent exhaustion of Heeling's rights in the Patents with respect to a third party in connection with the products at issue in this lawsuit. This includes, without limitation, the party(s) that manufactured the Infringing Wheeled Footwear, the party(s) that supplied the Infringing Wheeled Footwear to Defendants, the party(s) that purchased the Infringing Wheeled Footwear from Defendants, or others that may have participated in the infringement by Defendants through acts constituting inducement of patent infringement of any of the '038 Patent, the '602 Patent, or the '026 Patent.

8. This Permanent Injunction and Final Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

9. Each side shall bear its own fees and costs of suit.

10. All relief that any of the Parties has requested, if not provided herein or not granted by any prior ruling of this Court, is denied. The Court intends this Permanent Injunction and Final Judgment to be the final judgment in this case as to all claims asserted by all Parties.

SO ORDERED on this 2nd day of Nov., 2010.


JUDGE JANE J. BOYLE

APPROVED AND AGREED TO
AS TO FORM AND CONTENT:

Dated: October 29, 2010

Respectfully submitted,

By: /s/ Kevin K. Tung

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**ATTORNEYS FOR PLAINTIFF
HEELING SPORTS LIMITED**

EXHIBIT A
to
Permanent Injunction and
Final Judgment

