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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

SEATTLE HOME SHOW INC., a Washington) corporation)

Civil Action No. C09-1359RSM

Plaintiff,)

v.)

**STIPULATION AND
AGREED ORDER OF DISMISSAL**

HSD, LLC d/b/a Homeshow Daily, a foreign) limited liability company, and)

HOMESHOW DAILY SEA LLC, a foreign) limited liability company)

Defendants.)

IT IS STIPULATED AND AGREED by and among Seattle Home Show Inc. (“Seattle Home Show”), by and through its attorneys of record, Mike Callan and Peterson Russell Kelly PLLC, and HSD, LLC d/b/a Homeshow Daily, and Homeshow Daily Sea LLC (collectively “HSD”), by and through their attorney of record, Duncan C. Turner, and Allyssa J. Hale that this Court order the following:

STIPULATION

1. Seattle Home Show owns and possesses the exclusive right to use and register the mark SEATTLE HOME SHOW (word), as evidenced by U.S. Trademark Registration Nos. 3,372,383 and 3,062,404 for the marks SEATTLE HOME SHOW (Standard Characters) and

1 SEATTLE HOME SHOW (in design), respectively, the marks hereinafter also being referred
2 to as the “SHS Trademarks.”

3 2. HSD owns and possesses the exclusive right to use the registered design mark
4 HOMESHOW DAILY, as evidenced by U.S. Trademark Registration No. 3,594,372.

5 3. HSD is the owner of and possesses administrative control over the
6 homeshowdaily.com domain name registrations and website, and the content posted thereto
7 and thereon.

8 4. Seattle Home Show filed this lawsuit based on HSD’s use of trademarks that
9 allegedly infringe the SHS Trademarks.

10 5. HSD stipulates to be bound by an order of this Court to cease, desist, and prevent
11 activities that may infringe the trademark rights of Seattle Home Show as set forth below.

12 6. Seattle Home Show and HSD hereby stipulate that the above-entitled action be
13 dismissed with prejudice and without an award of fees or costs to any party.

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17 AGREED ORDER

18 IT IS HEREBY ORDERED that HSD will not use, display or seek registration of any
19 trademark, service mark, trade name, sponsored link, key word or ad word consisting of or
20 incorporating the prohibited terms “SEATTLE HOME SHOW” or “HOME SHOW
21 SEATTLE,” composite variations of the prohibited terms (such as, for example, without
22 limitation, “SEATTLE HOMESHOW” or “HOMESHOW SEATTLE”) or variations of the
23 prohibited terms that incorporate the term DAILY (such as, for example, without limitation,
24 “HOMESHOW DAILY SEATTLE,” “SEATTLE DAILY HOMESHOW”, “HOMESHOW
25 SEATTLE DAILY”, AND HSD will not use, display or seek registration of any trademark,
26 service mark, or trade name comprising the terms “SEATTLE” and “HOME” or “SEATTLE”
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1 and “HOME SHOW,” or any unitary or composite variations thereof, regardless of whether
2 any of the terms are separated by additional elements or terms and regardless of whether any
3 of the terms are included in any unitary phrase (For example, without limitation, the HSD will
4 not use or display the trademark “HOMESHOW LOCATED IN SEATTLE DAILY” or
5 “HOMESHOW DAILY LOCATED IN SEATTLE”) (collectively hereinafter referred to as
6 the “Prohibited Marks”); however, HSD shall not be prohibited from providing a geographic
7 description of its stores in its advertising materials, such as, “Homeshow Daily, with two
8 convenient locations in Seattle and Federal Way;” and

9
10 IT IS FURTHER ORDERED, that, without limiting the aforementioned prohibitions,
11 within three (3) days after entry of this Order, to the extent the HSD is not already in
12 compliance with this Order, the HSD shall:

13
14 (1) Immediately cease use of the Prohibited Marks in all radio, television, newspaper,
15 magazine, online, website, direct mail, and signage advertising, business cards, flyers,
16 brochures and any and all other materials and media used to promote HSD’s business;

17 (2) Ensure that content appearing on the homeshowdaily.com web site or any other
18 website under the control or in the possession of HSD shall not use any of the Prohibited
19 Marks; and

20 (3) Use best efforts to cause any and all third party websites, advertisers, publishers,
21 and other persons and entities that are related to or do business with HSD or any affiliate
22 thereof to cease, desist, take down, remove, and/or otherwise eliminate any such third party’s
23 use of any of the Prohibited Marks; and

24
25 IT IS FURTHER ORDERED, that HSD will not, and will not directly or indirectly
26 assist any third party to, oppose, petition to cancel, object to or otherwise interfere with
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1 Seattle Home Show's use or registration of the SHS Trademarks or any other marks
2 consisting of or incorporating the SHS Trademarks.

3 IT IS FURTHER ORDERED, that if Seattle Home Show believes HSD is in violation
4 of the Agreed Order, it shall first contact HSD before it takes any legal action against it. HSD
5 shall have (7) days to cure before Seattle Home Show may pursue legal action.
6

7 IT IS FURTHER ORDERED, this matter having come before the Court on the
8 foregoing stipulation of the parties hereto, and the Court being fully advised in the premises,
9 that the above-captioned action be dismissed with prejudice, and that no party be awarded any
10 costs and disbursements incurred herein.

11
12 DATED this _18_ day of November, 2009.

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14 

15 RICARDO S. MARTINEZ
16 UNITED STATES DISTRICT JUDGE
17

18 Presented by:
19 PETERSON RUSSELL KELLY PLLC

20 By: /s/ David M. Bowman
21 Michael T. Callan, WSBA 16237
22 David M. Bowman, WSBA 28523
23 Attorneys for the Plaintiffs

24 Approved as to Form
25 Notice of Presentation Waived:

26 By /s/ Allyssa J. Hale
27 Duncan C. Turner, WSBA 20597
Allyssa J. Hale, WSBA 38429
Attorney for Defendants