

Smith Mountain Industries, Inc. v. MVP Group International, Inc.
Case Nos. 6:11CV00023 and 6:12CV00008

SKETCH SETTLEMENT TERMS

In settlement of all claims in this case, the parties have reached the following agreement:

- (1) Smith Mountain Industries is to pay to MVP the sum of \$225,000.00;
- (2) All claims and counterclaims will be dismissed with prejudice;
- (3) MVP and Smith Mountain Industries will continue to sell all of their alleged infringing products, without any modifications being made and will continue to use all components of these products;
- (4) MVP will abandon six applications for trademark it has made with the USPTO and agree not to use those particular marks;
- (5) Each party will withdraw its pending oppositions and petitions for cancellation before the USPTO; and
- (6) The parties shall have thirty days to execute any formal agreements and customary mutual releases, to issue the check for the sum set forth above, and to present to the presiding District Judge an agreed order of dismissal on those claims currently pending in Case Nos. 6:11CV00023 and 6:12CV00008.

April 4, 2012

Smith Mountain Industries, Inc.

By 

Plaintiff's Counsel

MVP Group International, Inc.

By  *Will Wooddy, Executive Vice President & General Counsel*

Defendant's Counsel *Will Leankul*