UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

NIKE, INC.	
Plaintiff,)
v.)) Civil Action No. 07 C 7108
KING SPORTS, INC., D/B/A TURBO POWER GOLF,)) Judge Ruben Castillo)
HUNG YING CHANG, KROOKEDSTIX, INC., AND GIGAGOLF, INC.) Magistrate Jan R. Nolan))
Defendants.)) Jury Trial Demanded)

STIPULATED MOTION FOR ENTRY OF CONSENT JUDGMENT AND PERMANENT INJUNCTION – GIGAGOLF, INC.

NIKE, Inc. and GigaGolf, Inc. having met, conferred, and agreed to resolve their dispute upon execution of a separate settlement agreement and entry of a consent judgment, Plaintiff, NIKE, Inc., with Defendant's, GigaGolf, Inc., agreement, respectfully moves for entry of the executed Consent Judgment and Permanent Injunction submitted herewith.

Respectfully submitted,

Dated: February 25, 2008

By: /s Thomas J. Lerdal

Christopher J. Renk (06199012) crenk@bannerwitcoff.com Erik S. Maurer (06275467) emaurer@bannerwitcoff.com Thomas J. Lerdal (06290044) tlerdal@bannerwitcoff.com BANNER & WITCOFF, LTD. 10 S. Wacker Drive – Suite 3000 Chicago, Illinois 60606 Telephone: (312) 463-5000 Facsimile: (312) 463-5001 Attorneys for Plaintiff, NIKE, Inc.

CERTIFICATE OF SERVICE

On February 25, 2008, I electronically filed the foregoing STIPULATED MOTION FOR ENTRY OF CONSENT JUDGMENT AND PERMANENT INJUNCTION – GIGAGOLF INC. through the Court's ECF system, which will send a notice via electronic filing to all counsel of record, including:

Mark M. Grossman mgrossman@grossmanlegal.com Joel Matthew Koppenhoefer jkoppenhoefer@grossmanlegal.com Grossman Law Offices 29 South LaSalle Street - Suite 1210 Chicago, IL 60603 Attorneys for Defendants, King Sports, Inc. and Hung Ying Chang

Leah Wardak *leah.wardak@hklaw.com* Holland and Knight, LLP 131 South Dearborn 30th Floor Chicago, IL 60603

Stefan V Stein stefan.stein@hklaw.com Holland & Knight LLP 100 N. Tampa Street Suite 4100 Tampa, FL 33602 Attorneys for Defendant, GigaGolf, Inc.

In addition, the following parties were served via First Class Mail:

Jonathon P. Palbicke 2130 N. Bonnie Brook Lane, Waukegan, Illinois, 60087. **President of Defendant, KrookedStix, Inc.**

> /s Thomas J. Lerdal Thomas J. Lerdal

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS **EASTERN DIVISION**

07 C 7108

Nolan

NIKE, INC.))
Plaintiff,)
v.)) Civil Action No. 07 (
KING SPORTS, INC., D/B/A TURBO POWER GOLF,) Judge Ruben Castillo
HUNG YING CHANG, KROOKEDSTIX, INC., AND) Magistrate Jan R. Nol
GIGAGOLF, INC.)
Defendants.) Jury Trial Demanded

CONSENT JUDGMENT - GIGAGOLF

)

This matter is before the Court on the stipulated motion of Plaintiff, Nike, Inc. ("NIKE"), for entry of a Consent Judgment and Permanent Injunction. NIKE and Defendant, GigaGolf, Inc. ("GigaGolf"), having agreed to a compromise and settlement of this action,

IT IS HEREBY ORDERED WITH CONSENT OF NIKE AND GIGAGOLF:

1. The Court has jurisdiction over NIKE and GigaGolf and the subject matter of the dispute between them.

2. GigaGolf acknowledges NIKE's ownership and standing to sue for infringement of United States Patent Nos. D550,318; D544,559; D544,558; D543,600; D524,399; D524,397; D524,395; D515,163; D514,640; and D487,492 ("NIKE Design Patents").

3. GigaGolf acknowledges that its offers to sell and/or sales of certain golf clubs, including the OZZY MOTO 460 Ti Driver, OZZY MOTO Fairway Woods, OZZY 460 Ti Driver, and OZZY O.S. Irons, infringe the NIKE Design Patents.

4. GigaGolf is permanently enjoined and prohibited from making, using, selling, offering to sell, and/or importing into the United States its OZZY MOTO 460 Ti Driver, OZZY

MOTO Fairway Woods, OZZY 460 Ti Driver, and OZZY O.S. Irons, and all colorable imitations thereof, and shall not induce others to make, use, sell, or offer to sell such golf products, or cause such products to be imported into the United States.

5. Each party shall bear its own costs and attorney fees.

6. This Court shall retain jurisdiction over the Parties for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction.

7. This Order represents a final adjudication of all claims, counterclaims, and defenses that were, or could have been, brought between NIKE and GigaGolf in this case. This Order is intended to be final and shall bind NIKE and GigaGolf, and their affiliates and successors on all issues that were or could have been litigated in this proceeding.

Entered: _____, 2008

Ruben Castillo United States District Judge

Agreed to:

NIKE, Inc.

By: /s Thomas J. Lerdal Christopher J. Renk Erik S. Maurer Thomas J. Lerdal BANNER & WITCOFF, LTD. 10 S. Wacker Drive – Suite 3000 Chicago, IL 60606 Telephone: (312) 463-5000 Facsimile: (312) 463-5001

GigaGolf, Inc.

By: /s Stefan V. Stein Leah Wardak HOLLAND & KNIGHT LLP 131 S. Dearborn St. – 30th Fl. Chicago, IL 60603 Telephone: (312) 263-3600 Facsimile: (312) 578-6666

Stefan V. Stein HOLLAND & KNIGHT LLP 100 N. Tampa Street – Suite 4100 Tampa, FL 33602 Telephone: (813) 227-6578 Facsimile: (813) 229-0134