

## SETTLEMENT AGREEMENT

WHEREAS, on or about \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_ Corporation (hereinafter referred to as "\_\_\_\_\_"), filed a Complaint against \_\_\_\_\_, d/b/a \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"), said Complaint being filed in the \_\_\_\_\_ Court of \_\_\_\_\_ County, \_\_\_\_\_, in cause No. \_\_\_\_\_ on the docket of said Court; and

WHEREAS, \_\_\_\_\_ sought a permanent injunction against \_\_\_\_\_ to enjoin and restrain \_\_\_\_\_ from using, in any manner, the registered service mark of \_\_\_\_\_ or the word "\_\_\_\_\_", or any derivative thereof being colorably similar thereto, and from otherwise infringing on Plaintiff's tradename, logo, registered service mark and name, and further sought an Order requiring \_\_\_\_\_ to destroy, or deliver up for destruction, all labels, signs, prints, stationery, advertisements, and other items which bear or display the name "\_\_\_\_\_" or any derivative thereof being colorably similar thereto, and all plates, matrices, molds, and other means of marking same, along with damages in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), attorneys' fees, costs, and other relief as prayed for in said Complaint; and

WHEREAS, on or about \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ began a business called "\_\_\_\_\_" or "\_\_\_\_\_", said business being operated at \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, without making any admissions of fact or of law, and being desirous of terminating the aforesaid litigation and resolving the issues presented by the Complaint, and any other pleadings or documents filed for

record in said cause, have reached an agreement to settle and compromise all issues presented by said Complaint and all actions, causes of action, claims or demands which \_\_\_\_\_ may have against \_\_\_\_\_;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the termination of litigation between the parties and in further consideration of the covenants and agreements of the parties herein, the sufficiency of said consideration being hereby expressly acknowledged, \_\_\_\_\_ and \_\_\_\_\_ do hereby agree as follows:

1. \_\_\_\_\_ shall, within \_\_\_\_\_ (\_\_\_\_\_) days from the date of this Agreement, immediately cease using in any manner the registered service mark of " \_\_\_\_\_ " or the words " \_\_\_\_\_ " or " \_\_\_\_\_ " or any derivative thereof being colorably similar thereto, and shall destroy all labels, signs, prints, stationery, advertisements and other items which bear or display the name " \_\_\_\_\_ " or " \_\_\_\_\_ " or any derivative thereof being colorably similar thereto, and all plates, matrices, molds, and other means of making same.

2. \_\_\_\_\_ does further agree that from and after \_\_\_\_\_ (\_\_\_\_\_) days of the date of this Agreement, he will not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation, or control of, or be connected in any manner with, whether as owner, agent, salesman, employee, shareholder or otherwise, any business within the corporate limits of the Town of \_\_\_\_\_, \_\_\_\_\_, which business uses the name " \_\_\_\_\_ " or " \_\_\_\_\_ " and participates in any way, directly or indirectly, in the sale of \_\_\_\_\_.

3. Notwithstanding the foregoing, and any provision herein to the contrary, this Agreement shall be of no further force or effect as to any restrictions on \_\_\_\_\_

should \_\_\_\_\_, ever cease doing business in \_\_\_\_\_ County \_\_\_\_\_.

4. \_\_\_\_\_ agrees that, within \_\_\_\_\_ (\_\_\_\_\_) days of the date of this Agreement, a voluntary dismissal shall be filed in the aforesaid suit, being Cause No. \_\_\_\_\_ in the \_\_\_\_\_ Court of \_\_\_\_\_ County, \_\_\_\_\_, in the form of the document attached hereto and expressly made a part hereof as Exhibit "A."

5. The undersigned \_\_\_\_\_, by and through its duly-authorized officer, for itself, its successors and assigns, does hereby release, acquit, and forever discharge \_\_\_\_\_, his employees, successors and assigns, from any and all claims, demands, actions or causes of actions which were asserted or which could have been asserted in the aforesaid suit pending in the \_\_\_\_\_ Court of \_\_\_\_\_ County, \_\_\_\_\_, styled "\_\_\_\_\_ v. \_\_\_\_\_," and being Cause No. \_\_\_\_\_ on the docket of said Court.

6. This Agreement contains the entire agreement between the parties, and this Agreement can only be changed, modified or altered by written instrument signed by both parties.

7. The undersigned parties agree that in the event of a violation of this Agreement, the violating party will pay all reasonable costs and expenses of any suit brought to enforce this Agreement, including reasonable attorneys' fees.

This Agreement is executed in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, President

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_,  
Attorney for

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_,  
Attorney for

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, \_\_\_\_\_, who acknowledged that he has this day signed, executed and delivered the above and foregoing Settlement Agreement, for the purposes therein stated, after having first duly read completely the same, and after having had the benefit of his attorney's advice and an understanding of all the terms thereof.

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, \_\_\_\_\_, as \_\_\_\_ (title) \_\_\_\_\_ of \_\_\_\_\_, who acknowledged that he has this day signed, executed and delivered the above and foregoing Settlement Agreement, for and on behalf \_\_\_\_\_, and as the act and deed of \_\_\_\_\_, for the purposes therein stated, after having first duly read completely the same:, and after having had the benefit of his attorney's advice and an understanding of all the terms thereof.

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_