

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BED BATH & BEYOND INC. and BED BATH & BEYOND PROCUREMENT CO. INC.,	:	
	:	Civil Action No.
	:	07-2105 (JLL) (CCC)
Plaintiffs,	:	
v.	:	
	:	District Judge Jose L. Linares
GENEROUS GENIE, REWARD AMAZON, VC E-COMMERCE SOLUTIONS NETWORK, NAMECHEAP.COM, EYELYNX, INC., WEBBYTE SOLUTIONS, JASON BOEHLE, MEDIA BREAKAWAY, LLC, INTEGRACLICK INC. and DOES 1-10.	:	Magistrate Judge Claire C. Cecchi
	:	
	:	
Defendants.	:	x

CONSENT PERMANENT INJUNCTION

WHEREAS, Plaintiffs Bed Bath & Beyond Inc., a New York corporation, with a place of business at 650 Liberty Avenue, Union, New Jersey 07083, and Bed Bath & Beyond Procurement Co. Inc., a New York corporation, with a place of business at 110 Bi-County Boulevard, Farmingdale, New York 11735 (collectively "Bed Bath & Beyond"), on May 4, 2007, filed a complaint against, *inter alia*, Defendant eyeLynx, Inc., with an address of 2710 Thames Avenue, Suite 333, Cheyenne, Wyoming 82001 ("eyeLynx").

WHEREAS, Bed Bath & Beyond and eyeLynx have consulted with their respective attorneys in connection with the execution of this Consent Permanent Injunction, and have entered into a Settlement Agreement dated October 9, 2007, providing, *inter alia*, for the entry of this Consent Permanent Injunction; and

WHEREAS, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over Bed Bath & Beyond and eyeLynx, and venue in this action being proper in this judicial district;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that:

A. eyeLynx, its affiliates, divisions, members, partners, and subsidiaries, as well as its principals, officers, agents, servants, employees, and all others acting in direct and/or indirect concert or participation with them, be and hereby are PERMANENTLY ENJOINED and RESTRAINED from:

1. Using, reproducing, advertising, or promoting, in any manner whatsoever, "BED BATH & BEYOND," "BB&B," "CHRISTMAS TREE SHOPS," "CTS," "HARMON," and "BUY BUY BABY" (collectively the "BB&B MARKS"), in connection with the offer or sale of any goods, the use of any domain name, the rendering of any service, or any commercial activity;

2. Using, reproducing, advertising, or promoting any mark or URL that is confusingly similar to, or a colorable imitation of, any of the BB&B MARKS;

3. Using, reproducing, advertising, or promoting any mark or name that may be calculated to represent or that has the effect of representing that the products or services of eyeLynx or any other person are sponsored by, authorized by, or in some way associated with Bed Bath & Beyond, Christmas Tree Shops, Harmon, or Buy Buy Baby (collectively the "BB&B Entities");

4. Using, reproducing, advertising, or promoting in connection with any product or service any of the BB&B MARKS, or any name, mark, or URL confusingly similar therewith;

5. Injuring the commercial reputation, renown, and goodwill of Bed Bath & Beyond or any of the BB&B MARKS;

6. Using or reproducing any word, term, name, symbol, or device, or any combination thereof, which confuses or falsely represents or misleads, is calculated to confuse, falsely represent or mislead, or which has the effect of confusing, falsely presenting, or misleading, that the activities of eyeLynx or another are in some way connected with any of the BB&B Entities or are sponsored, approved, or licensed by any of the BB&B Entities;

7. Otherwise unfairly competing with Bed Bath & Beyond; and

8. Nothing in this Consent Permanent Injunction shall be construed to prohibit eyeLynx from making nontrademark use of any of the generic words comprising the BB&B MARKS for their ordinary meaning;

B. This Court retains jurisdiction of this action for the purpose of enforcing the provisions of this Consent Permanent Injunction by way of contempt or otherwise;

C. eyeLynx waives appeal of this Consent Permanent Injunction;

D. Each party to this Consent Permanent Injunction shall bear their own costs and attorneys fees of this action; and

E. The Complaint in this action is hereby dismissed, with prejudice, as to Defendant eyeLynx, Inc. This action shall have no effect whatsoever on any other defendants in this action.

LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP
600 South Avenue West
Westfield, NJ 07090
*Attorneys for Plaintiffs Bed Bath & Beyond Inc.
and Bed Bath & Beyond Procurement Co. Inc.*

Dated: November 5, 2007
Westfield, New Jersey

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Dated: November 5, 2007
Boulder, Colorado

By: s/ Timothy P. Getzoff
Timothy P. Getzoff
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SO ORDERED:

Dated: _____
Newark, New Jersey

United States District Judge