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DATE FILED: <u>10/3/07</u>

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GUCCI AMERICA, INC., :

Plaintiff, :

v. :

EXCLUSIVE IMPORTS :

INTERNATIONAL; CYRIL :

ISRAELSON; INNOPEX, LTD., :

AARON WEXEL, JOSHUA FRANKEL, :

BORUCH ABRAHAM TEITELBAUM, :

IMPERIAL TRADING LTD., :

and JOHN DOES 1-10, :

Defendants. :

-----X

Civil Action No. 99-11490 (CM)(FM)

FINAL JUDGMENT ON CONSENT

Plaintiff Gucci America, Inc. ("Gucci") having filed a Complaint against defendants Exclusive Imports International, Cyril Israelson, Innopex, Ltd., Imperial Trading, Ltd., Joshua Frankel and Aaron Wagschal (hereinafter the "Defendants") alleging trademark infringement, trademark counterfeiting, unfair competition, dilution and false designation of origin; and Plaintiff and Defendants (hereinafter the "Parties") desiring to settle the controversy between them without any admission of liability and having entered into a Confidential Settlement

Agreement for that purpose; and such Confidential Settlement Agreement providing for, *inter alia*, the entry of a Final Judgment Upon Consent on the terms set forth herein; and for good cause shown; it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto that:

1. This Court has jurisdiction over the parties and over the subject matter hereof pursuant to 28 U.S.C. §§ 1331 and 1338.
2. The Opinion and Order of the Court (Casey, J.) entered March 19, 2007 is hereby vacated without prejudice:
3. The Motion for Reconsideration of said Opinion and Order filed by defendants on June 7, 2007 is hereby withdrawn as moot;
4. Definitions:
 - A. The GUCCI TRADEMARK shall mean the word mark GUCCI; and
 - B. The GUCCI REGISTRATION shall mean U.S. Trademark Registration No. 959,338 of June 22, 1973 for the GUCCI TRADEMARK for watches.
5. Plaintiff Gucci America, Inc. is the owner of the GUCCI TRADEMARK and the GUCCI REGISTRATION. Such trademark and registration are valid and subsisting and are in full force and effect and the goodwill of Plaintiff Gucci America, Inc. in connection with which the GUCCI TRADEMARK is used is valid and has never been abandoned.
6. Defendants and their agents, servants, employees and those persons acting in active concert and participation with them ("Defendants") are hereby permanently enjoined:
 - a. From using the GUCCI TRADEMARK or any mark similar thereto in

connection with the sale of any unauthorized goods or the rendering of any unauthorized services;

- b. From using any reproduction, counterfeit, copy, or colorable imitation of the GUCCI TRADEMARK in connection with the publicity, promotion, sale, or advertising of unauthorized goods sold by defendants including, without limitation, watches, bearing a copy or colorable imitation of the GUCCI TRADEMARK;
- c. From affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation including words or other symbols tending to falsely describe or represent such goods as being those of plaintiff Gucci America, Inc. and from offering such goods in commerce;
- d. From falsely representing themselves as being affiliated with, sponsored by or approved by plaintiff Gucci America, Inc. or engaging in any act which is likely to falsely cause the trade, retailers and/or members of the purchasing public to believe that Defendants are, in any way, affiliated with, sponsored by or approved by plaintiff Gucci America, Inc.:

Provided, however, that nothing herein shall prohibit Defendants from purchasing, advertising, offering for sale, selling or otherwise dealing in genuine GUCCI brand products, including genuine GUCCI branded watches.

- 7. Apart from the provisions in the Confidential Settlement Agreement, no other

award for damages, profits, costs, disbursements or attorney' s fees is made herein, and, all parties are to bear their own costs and attorney' s fees.

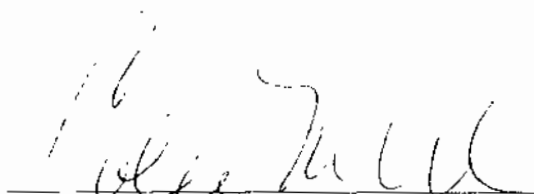
8. Except for the rights and obligations contained in the terms of this Final Judgment or the Confidential Settlement Agreement between the parties, this action and all claims and counterclaims of the parties herein are hereby dismissed with prejudice.

9. The exclusive jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof, and the enforcement of any provisions of the Confidential Settlement Agreement entered into between the parties. Any motion or proceedings under this Paragraph 9 shall be venued in the United States District Court for the Southern District of New York, and the parties consent to this Court' s venue and personal jurisdiction for any such motion or proceeding under this Paragraph 9.

10. The rights contained in this Final Judgment on Consent, including the right to enforce it, shall be freely assignable to the fullest extent permitted by law. This Final Judgment shall bind the Parties hereto and their successors and assigns.

11. This Judgment shall be deemed to have been served upon Plaintiff and Defendants at the time of its execution and entry by the Court.

Dated: Oct 2, 2007



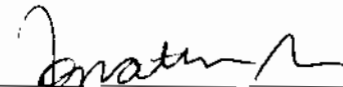
Hon. Colleen McMahon
United States District Judge

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto subject to approval by the Court.

GUCCI AMERICA, INC.

Dated: September 21, 2007

By: 
Name: Jonathan Moss
Title: Corporate Secretary

EXCLUSIVE IMPORTS
INTERNATIONAL

Dated: September ____, 2007

By: _____
Name:
Title:

CYRIL ISRAELSON

Dated: September ____, 2007

By: _____
Name:
Title:

INNOPEX, LTD

Dated: September ____, 2007

By: _____
Name:
Title:

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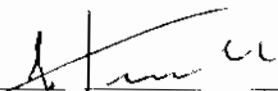
CYRIL ISRAELSON

Dated: September ____, 2007

By: _____
Name:
Title:


INNOPEX, LTD

Dated: September 20, 2007

By:  _____
Name: J. Frankel
Title: Pres.

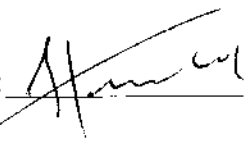
AARON WAGSCHAL

Dated: September 20, 2007

By: 

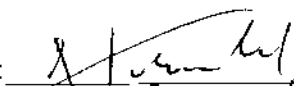
JOSHUA FRANKEL

Dated: September 20, 2007

By: 

IMPERIAL TRADING LTD.

Dated: September 20, 2007

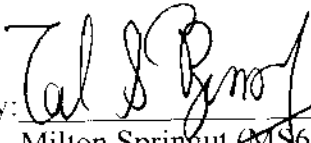
By: 
Name: J. Frankel
Title: Director

Approved as to form:

KALOW & SPRINGUT LLP
Counsel for Plaintiffs
Gucci America

488 Madison Avenue
New York, New York 10022
(212) 813-1600

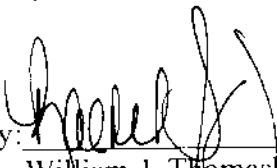
Dated: ~~September~~ ^{October} 1, 2007

By: 
Milton Springut (MS 6571)
Tal S. Benschar (TB 0838)

SCHWARTZ & THOMASHOWER LLP
Counsel for Defendants
Exclusive Imports International, Cyril
Israelson, Innopex, Ltd., Imperial Trading,
Ltd., Joshua Frankel and Aaron Wagschal

115 Broadway, Suite 1505
New York, NY 10006
(212) 227-4300

Dated: September 21, 2007

By: 
William J. Thomashower (WT 7071)
Rachel Schwartz (RS 4372)