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*Attorneys for Plaintiffs Barco NV and Barco, Inc.*

**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

**BARCO NV and BARCO, INC.**

**Plaintiffs,**

**v.**

**VIVITEK CORPORATION and DELTA  
ELECTRONICS, INC.**

**Defendants**

Civil Action No. 4:19-cv-03250-JST

**CONSENT JUDGMENT, PERMANENT  
INJUNCTION AND DISMISSAL WITH  
PREJUDICE**

Judge: Honorable Jon S. Tigar

1           The parties hereto having agreed to a settlement of the claims between them, and having  
2 stipulated to the entry of this consent judgment, it is hereby ORDERED, ADJUDGED, AND  
3 DECREED:

4           1.     This Court has jurisdiction over Defendants Vivitek Corporation and Delta  
5 Electronics, Inc. (collectively “Defendants”) for the purpose of this Consent Judgment and over the  
6 subject matter of the issues in this action and any action arising out of this Judgment. Defendants  
7 consent to jurisdiction of this Court, and this Court retains jurisdiction for the purpose of executing  
8 and enforcing this Consent Judgment and Permanent Injunction.

9           2.     As used herein, the term “Barco” shall mean the Plaintiffs in this matter, Barco NV  
10 and Barco, Inc.

11          3.     As used herein, the term “Defendants’ LauncherPlus Product” shall mean all versions  
12 and variations of products that include the LauncherPlus, including the LauncherOne, LauncherPlus,  
13 and LauncherPlus (USB-C) products, the products accused of infringement in Barco’s Infringement  
14 Contentions Served on November 7, 2019 and First Amended Infringement Contentions filed March  
15 11, 2020.

16          4.     As used herein, the term “Patents-in-Suit” shall mean U.S. Patent Nos. 8,756,348;  
17 9,083,769; 10,585,814; and D699,241.

18          5.     Defendants agree to the entry of Barco’s proposed Amended Complaint filed as  
19 Exhibit A to D.I. 46 on March 11, 2020, adding U.S. Patent No. 10,585,814 to this proceeding.

20          6.     Defendants represent and warrant that as of the date of this Consent Judgment, they  
21 have discontinued all sales of the Defendants’ LauncherPlus Product in the United States.

22          7.     Until the expiration of the last of the Patents-in-Suit, Defendants, including any of  
23 their successors and assigns, are enjoined from making, having made, using, selling, offering to sell,  
24 importing, and/or distributing any of the Defendants’ LauncherPlus Product, and/or any merely  
25 colorable variation of Defendants’ LauncherPlus Product in the United States, unless and to the  
26 extent otherwise explicitly authorized by Barco.

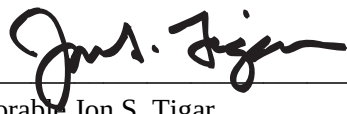
1           8.       Compliance with this Consent Judgment and Permanent Injunction may be enforced  
2 by Barco and its respective successors-in-interest or assigns in this Court.

3           9.       This Court retains jurisdiction over the parties to enforce the terms of this Consent  
4 Judgment and to enforce and resolve any disputes related to the parties' resolution of this action.

5           10.      All claims, counterclaims, affirmative defenses and other demands in this action are  
6 hereby dismissed with prejudice. Each party shall bear its own costs, disbursements, and attorneys'  
7 fees.

8  
9 **IT IS SO ORDERED.**

10 Dated: April 27, 2020

  
\_\_\_\_\_  
Honorable Jon S. Tigar  
UNITED STATES DISTRICT JUDGE

1 We hereby consent to the form and entry of this Order:

2  
3 **FINNEGAN HENDERSON FARABOW,  
GARRETT & DUNNER, LLP**

**K&L GATES LLP**

4  
5 /s/ Erik R. Puknys

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/s/ Michelle E. Moya  
Signature

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/s/ Michelle E. Moya  
Signature