

**UNITED STATES DISTRICT COURT  
IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**BOARD OF REGENTS, THE UNIVERSITY OF  
TEXAS SYSTEM, a Texas agency,  
Plaintiff and Counterdefendant,**

**v.**

**HEALTH2O PRODUCTS, LLC,  
Defendant and Counterclaimant, and**

**EVOLVHEALTH, LLC,  
Defendant.**

**CIVIL NO. 4:09-cv-03699**

**(JURY)**

**FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION**

Before the Court is the Joint Motion for Entry of Final Judgment and Stipulated Permanent Injunction (the "Joint Motion") filed by Plaintiff the Board of Regents of The University of Texas System (the "BOR") and Defendants EvolvHealth, LLC and Health2O Products, LLC (collectively, "Defendants").

The Court, having reviewed the Joint Motion, enters the following **ORDER**:

1. Defendants, together with their subsidiaries, affiliates, principals, shareholders, agents, employees, attorneys and all other persons in active concert or participation with them, are permanently enjoined and restrained from the following:

a. Making any use of the trademarks that are the subject of United States Trademark Registration Nos. 2,594,012 for M. D. ANDERSON®, 2,614,346 for THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER®, and 3,253,552 for THE UNIVERSITY OF TEXAS MD ANDERSON CANCER CENTER® and any iteration or

variation thereof, including, without limitation, The University of Texas, M. D. Anderson Cancer Center, Anderson Cancer Center, UT M. D. Anderson, UT M. D. Anderson Cancer Center, UT, UTMDACC, and MDACC (collectively, the "M. D. ANDERSON Marks"), without the prior written permission of the BOR;

b. Publishing, distributing or making reference to The University of Texas ("UT"), defined herein to include the BOR, The University of Texas System, and M. D. Anderson Cancer Center, in connection with the publication or distribution of any testing, evaluation, or research performed at UT's M. D. Anderson Cancer Center for or on behalf of Defendants or with respect to any product provided by Defendants or manufactured and/or marketed by Defendants and any written reports thereof, or authorizing anyone else to use, publish, distribute or make reference to UT in connection with the publication or distribution of any such reports;

c. Stating or implying, directly or indirectly, that Defendants or their businesses or any product manufactured and/or marketed by Defendants are or have been sponsored, endorsed, approved, supported, or validated by, or are or have been connected or affiliated with, UT including, without limitation, engaging in any act or making any statements that directly or indirectly reference UT and the reasonably foreseeable consequence of which would be to: (i) associate UT with Defendants, the Defendants' businesses, or any product manufactured and/or marketed by Defendants; or (ii) create a likelihood of confusion among consumers as to the sponsorship, endorsement, approval, connection or affiliation of UT by, with or of Defendants, the Defendants' businesses, or any product manufactured and/or marketed by Defendants;

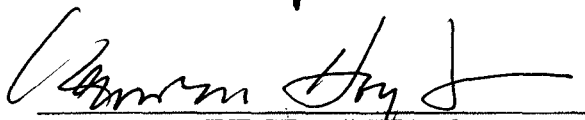
d. Assisting, aiding or abetting any other person or entity in engaging or performing any of the activities prohibited in this Permanent Injunction; and

e. Challenging, or assisting any other person or entity in challenging, the validity or registrability of any of the M. D. ANDERSON Marks.

2. Except as set forth herein, all claims asserted and all counterclaims that could have been asserted in this action are dismissed, with prejudice. Each party shall bear its own attorneys' fees and costs.

3. This Court retains jurisdiction to the maximum extent permitted by law to enforce the terms of the Stipulated Permanent Injunction and the Parties' written Settlement Agreement dated October 20, 2010.

SIGNED on Oct 27, 2010 at 4 o'clock p.m.

  
JUDGE PRESIDING