

Litigation as set forth in this Consent Judgment and Injunction and a separate Settlement Agreement contemporaneously and separately being executed; and

WHEREAS, each of Plaintiffs and Defendants acknowledge that this Court has subject matter jurisdiction and, further, consent to personal jurisdiction in the Eastern District of Texas in this proceeding and for purposes of enforcing the Settlement Agreement in the future.

IT IS HEREBY ORDERED, DECREED and ADJUDGED as follows:

1. This Court has jurisdiction over Plaintiffs, Defendants, and the subject matter of the Litigation.
2. Plaintiffs own and have standing to sue for infringement of the Patents-in-Suit.
3. Each claim of the Patents-in-Suit is presumed valid, and each Patent-in-Suit is presumed enforceable.
4. Each Defendant, its officers, agents, servants, and employees of the Defendant, and any other person in active concert or participation with a Defendant, are hereby enjoined as of the date of this Consent Judgment and Injunction from infringing the Patents-in-Suit by the manufacture, use, offer to sell, sale, importation or distribution of the ARISTO 1000 AC/DC power supply (and spare parts and support services for the Aristo 1000), inverter-based submerged arc welding power supplies, and any colorable variations thereof, at any time before or on the third anniversary of the date of the entry of this Consent Judgment and Injunction; and
5. As the sole exceptions to the injunction in paragraph 4 above:
 - a. based on Defendants' representations and disclosed sales of the ARISTO 1000 AC/DC power supply solely to Newport News Shipbuilding, Inc., Defendants shall not be enjoined from offering and selling, directly or indirectly through an intermediary for the purpose of offer and sale to, Newport News Shipbuilding, Inc. or a future successor or successor-in-interest to Newport News Shipbuilding, Inc.'s shipbuilding business (the "Permitted Buyer") any spare parts or support services for any unit of the ARISTO 1000 AC/DC power supply that Defendants sold to Newport News Shipbuilding, Inc. prior to the date of this Consent Judgment

and Injunction or from offering and selling any accessories for use with any such ARISTO 1000 AC/DC power supply unit, and Defendants shall not be enjoined from actually selling the ARISTO 1000 AC/DC power supply to the Permitted Buyer so long as Defendants do not solicit any such sales; and


b. Defendants shall not be enjoined from any non-public use of the ARISTO 1000 AC/DC power supply on Defendants' business premises; and

c. Defendants shall not be enjoined from providing any spare parts or support services for any unit of the ARISTO 1000 AC/DC power supply that Defendants sold prior to the date of this Consent Judgment and Injunction if such spare parts or support services are provided in satisfaction of Defendants' existing warranty or support obligations or for safety reasons to the extent related to such ARISTO 1000 AC/DC power supply unit.

6. Except as set forth in paragraph 7, each party shall bear its own costs and attorneys' fees.

7. This Court shall retain jurisdiction over Plaintiffs and Defendants for the purpose of enforcing the terms of this Consent Judgment and Injunction and determining any matters related to or arising from the interpretation or enforcement of the Settlement Agreement with respect to this Consent Judgment and Injunction. In the event of any violation of this Consent Judgment and Injunction by any Defendant, the prevailing party shall be entitled to monetary damages and the recovery of reasonable attorneys' fees and costs arising in connection with Plaintiffs' enforcement of this Consent Judgment and Injunction.

So ORDERED and SIGNED this 9th day of January, 2017.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE