

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

WAL-MART STORES, INC.,)	
)	
Plaintiff,)	Case No. 05-5189
)	
vs.)	
)	
VALUECLICK, INC. and VC E-COMMERCE)	
SOLUTIONS, INC.,)	
)	
Defendants.)	

CONSENT JUDGMENT AND PERMANENT INJUNCTION

Plaintiff, Wal-Mart Stores, Inc. ("Wal-Mart") and Defendants ValueClick, Inc. and VC E-Commerce Solutions, Inc. (collectively, the "ValueClick Parties"), in settlement of this action, have agreed to the entry of this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

It is therefore ORDERED, ADJUDGED, and DECREED:

1. This Court has jurisdiction over each of the parties to this action and over the subject matter herein. Venue is proper in this Court. The Court further has continuing jurisdiction to enforce the terms and provisions of this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

2. Wal-Mart is the sole and exclusive owner of numerous famous trademarks and service marks (the "Wal-Mart Marks"), including but not limited to the WAL-MART, SAM'S CLUB, and ALWAYS trademarks and service marks for various goods and services, some of which are described in the following valid U.S. Registrations: U.S. Reg. No. 1,783,039, 2,891,003, 1,837,136 and 2,036,770.

3. The ValueClick Parties and their parents, subsidiaries, affiliates, successors, assigns, directors, agents, officers, servants, employees, attorneys, and all persons in active concert and participation with them are hereby permanently enjoined from (i) using the Wal-Mart Marks in connection with their business, including but not limited to use in email messages, on Internet pop-up advertisements or pop-up web pages, or on a web site; (ii) using the Wal-Mart Marks to advertise, promote, or sell any good, service, or advertising or marketing program, including but not limited to use in email messages, on Internet pop-up advertisements or pop-up web pages, or on a web site; (iii) promoting, transmitting, selling, displaying, or advertising products, services, advertising or marketing programs, or any other materials that incorporate or display the Wal-Mart Marks; (iv) indirectly, contributorily, or otherwise infringing any of the Wal-Mart Marks; and (v) inducing infringement of any of the Wal-Mart Marks.

4. Service by mail upon the Defendants of a copy of this CONSENT JUDGMENT AND PERMANENT INJUNCTION entered by this Court is deemed sufficient notice and service thereof under Rule 65 of the Federal Rules of Civil Procedure. It shall not be necessary for the Defendants to sign any form of acknowledgement of service.

United States District Judge

Dated: _____, 2006