

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

INSTALLATION SOFTWARE TECHNOLOGIES,)	
INC. d/b/a INSTALLSHIELD SOFTWARE)	
CORPORATION,)	Case No. 03 C 4502
)	
Plaintiff,)	Judge Coar
)	
v.)	Magistrate Judge Denlow
)	
WISE SOLUTIONS, INC.,)	
)	
Defendant.)	

TEMPORARY RESTRAINING ORDER

This Cause, coming to be heard upon Plaintiff's Motion for a Temporary Restraining Order and Preliminary Injunction with Notice, the Court having reviewed plaintiff's Verified Complaint for Injunctive and Other Relief, the Court having reviewed plaintiff's supporting memorandum of law, the Court having considered the argument of plaintiff, and the Court having considered the argument and submissions of defendant,

THE COURT HEREBY FINDS AS FOLLOWS:

1. Plaintiff has given sufficient notice to defendant of its Rule 65 Motion for a Temporary Restraining Order and Preliminary Injunction.
2. Plaintiff has demonstrated, to the Court's satisfaction for the purpose of its Rule 65 motion for a temporary restraining order, that it has a reasonable likelihood of success of prevailing on the merits of each of its claims.
3. Plaintiff has also demonstrated, to the Court's satisfaction for the purpose of its Rule 65 motion for a temporary restraining order, that it does not have an adequate remedy at law.

4. Plaintiff has also demonstrated, to the Court's satisfaction for the purpose of its Rule 65 motion for a temporary restraining order, that in the absence of a temporary restraining order, plaintiff will sustain irreparable injury.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

- a) Defendant, its agents, employees and all persons acting in concert with it are hereby enjoined from
 - (i) obtaining further access to plaintiff's computers, servers or other proprietary sources;
 - (ii) copying, disseminating, using or disclosing any information obtained from InstallShield's computers, servers, or other proprietary sources;
 - (iii) using, modifying, disclosing or copying InstallShield's copyrighted works;
 - (iv) any further communication with any person and/or entity identified in every customer mailing list defendant obtained from InstallShield's computers, except any person and/or entity with whom defendant had direct contact before defendant obtained an InstallShield mailing list identifying and such person and/or entity; and
 - (v) further disclosure or use of any of the InstallShield trade secrets identified in InstallShield's Verified Complaint;
- b) Defendant, its agents, employees and all persons acting in concert with it, shall preserve any and all evidence of defendant's access to InstallShield's computers and/or servers, information removed from InstallShield's computers and/or servers, and the use, dissemination and disclosure of such information, in any form, electronic or otherwise;
- c) Defendant, its agents, employees and all persons acting in concert with it, shall immediately return to InstallShield all information defendant obtained from InstallShield's computers, servers or other proprietary sources in any form;
- d) Defendant's officers, and each of defendant's agents with knowledge of defendant's access to InstallShield's computer, shall immediately disclose in depositions scheduled and taken by plaintiff's attorneys, the full scope of defendant's access to InstallShield's computers, defendant's use and disclosure of information obtained by defendant from InstallShield's computers, and the location of the information obtained by defendant from InstallShield's computers;

- e) an order requiring defendant to immediately identify all revenues it derived from its use of InstallShield's trade secrets and other proprietary materials;
- f) a preliminary injunction imposing a constructive trust for InstallShield's benefit on all revenues received by defendant as a result of its use or disclosure of any of the information it obtained from InstallShield computers and servers;
- g) an award of such other and further relief as this Court deems appropriate under the circumstances;
- h) Bond is waived.

This Order shall expire on _____, at _____.

Judge Coar