

AO 120 (Rev. 3/04)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Middle District of Florida, Tampa on the following Patents or Trademarks:

DOCKET NO. 8:08-CV-1663-T-26MSS	DATE FILED 08/25/08	U.S. DISTRICT COURT Middle District of Florida - Tampa Division
PLAINTIFF DRI-DEK CORPORATION, a Florida corporation		DEFENDANT SKYLINE BUILDING SYSTEMS, INC., a Canadian corporation; MULE-HIDE PRODUCTS CO., INC., a Wisconsin corporation, and VARIOUS JOHN DOES, JANE DOES and ABC COMPANIES
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1	See attached complaint	
2	<i>1,166,624</i>	
3	<i>2,760,582</i>	
4	<i>2,481,499</i>	
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK
1	
2	
3	
4	
5	

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Sheryl L. Loesch	(BY) DEPUTY CLERK <i>/s/ Ariel Guzman</i>	DATE 08/27/08
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

2008 AUG 25 AM 10:01
CLERK US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

DRI-DEK CORPORATION,
a Florida corporation,

Plaintiff,

8:08-cv-01663-T-26 MSS

v.

CIVIL ACTION NO. _____

SKYLINE BUILDING SYSTEMS, INC.,
a Canadian Corporation,
MULE-HIDE PRODUCTS CO., INC.,
a Wisconsin Corporation,
and VARIOUS JOHN DOES,
JANE DOES and ABC COMPANIES,

Defendants.

COMPLAINT

INJUNCTIVE RELIEF SOUGHT

Plaintiff, DRI-DEK CORPORATION, (hereinafter "Plaintiff"), a Florida corporation, by and through its undersigned counsel, hereby files this Complaint against Defendants, SKYLINE BUILDING SYSTEMS, INC., MULE-HIDE PRODUCTS CO., INC., and VARIOUS JOHN DOES, JANE DOES, and ABC COMPANIES (hereinafter collectively referred to as "Defendants"), for Federal Trademark Infringement, Federal Unfair Competition, Federal False Designation of Origin,

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350.00

Federal False Description, Federal False Representation, Federal Passing Off, Florida Trade Name Infringement, Florida Trademark Infringement, Florida Injury to Business Reputation and Dilution, Florida Unfair Competition, Florida Unjust Enrichment, Florida Misappropriation, Florida False Designation of Origin, Florida False and Misleading Description of Fact and Florida Passing Off, and alleges the following:

JURISDICTION

1. This is a Complaint for Federal Trademark Infringement, Federal Unfair Competition, Federal False Designation of Origin, Federal False Description, Federal False Representation, Federal Passing Off, Florida Trade Name Infringement, Florida Trademark Infringement, Florida Injury to Business Reputation and Dilution, Florida Unfair Competition, Florida Unjust Enrichment, Florida Misappropriation, Florida False Designation of Origin, Florida False and Misleading Description of Fact and Florida Passing Off.
2. This Court has original jurisdiction over this action under 28 U.S.C. § 1331, 15 U.S.C., §§ 1116, 1117, 1121 and 1125, and the principles of pendent jurisdiction.

3. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391 and 1400(a), in that Plaintiff's claim arises in this District and Defendants do business in this District.
4. The matter in controversy exceeds, exclusive of interest and cost, the sum of ONE MILLION DOLLARS DOLLARS (\$1,000,000.00).

PARTIES

5. Plaintiff, **DRI-DEK CORPORATION**, is a corporation organized and existing under the laws of the State of Florida and has its principal place of business in Naples, Florida.
6. Upon information and belief, Defendant, **SKYLINE BUILDING SYSTEMS, INC.**, is a Canadian corporation that sells, distributes and/or otherwise provides and promotes goods and/or services to the public and in interstate commerce within the United States in this Middle District.
7. Upon information and belief, Defendant, **MULE-HIDE PRODUCTS CO., INC.**, is a Wisconsin corporation that sells, distributes and/or otherwise provides and promotes goods and/or services to the public and in

interstate commerce within the United States in this Middle District.

8. Defendants, **VARIOUS JOHN DOES, JANE DOES, and ABC COMPANIES**, upon information and belief, are individuals and other business entities who, along with Defendants, **SKYLINE BUILDING SYSTEMS, INC., and MULE-HIDE PRODUCTS CO., INC.**, have willfully, consciously and actively engaged in the imitative, infringing, unlicensed, unauthorized and illegal acts complained of herein, including selling, distributing and/or otherwise providing and promoting goods and/or services to the public and in interstate commerce within the United States in this Middle District. The identities and addresses of these unnamed Defendants presently are not and cannot be known to Plaintiff.
9. Upon information and belief, Defendants have committed the acts complained of herein in this Middle District, and elsewhere, for their individual gain and profit, and are subject to the jurisdiction of this Court.

FACTUAL BACKGROUND

PLAINTIFF AND ITS SUCCESS IN THE INDUSTRY

10. Plaintiff, **DRI-DEK CORPORATION**, is a Florida corporation authorized to do business in the State of Florida, with principal offices in Naples, Florida.
11. Plaintiff, **DRI-DEK CORPORATION**, is a highly respected and successful manufacturer of interlocking vinyl tiles and related goods and services and has provided these high quality goods and services to the public since at least as early as 1978.
12. Plaintiff's goods and services are offered to the public by various means in interstate commerce, in the state of Florida, and throughout the United States.
13. Plaintiff's efforts and accomplishments have contributed to its extraordinary reputation and goodwill, making Plaintiff a well known and recognized name in its field throughout the United States.
14. Plaintiff's enviable reputation and philosophy of providing the public with the highest quality goods and services have made it a leader in its field.

PLAINTIFF'S TRADEMARK RIGHTS

15. Plaintiff's DRI-DEK product is the leading brand worldwide for products of its kind.
16. Plaintiff is the owner of all right, title, and interest in the trademarks DRI-DEK stylized, DRI-DEK and DRI-DEK.COM, (hereinafter "Plaintiff's Marks"), among others.
17. Plaintiff is the owner of all federally registered trademark rights in and to the marks DRI-DEK stylized, DRI-DEK and DRI-DEK.COM, and owns all right, title and interest in U.S. Registration No. 1,166,624 for "interlockable self-draining floor tile of vinyl" (a registration which has achieved the status of "incontestible" under federal law), U.S. Registration No. 2,481,499 for "interlocking vinyl floor tiles" and "vinyl liners and interlockable self-draining vinyl liners for use on floors, shelving, back-bars, service counters, speed racks, and peanut rails" (a registration which has also achieved the status of "incontestible" under federal law), and U.S. Registration No. 2,760,582 for "computerized online retail store services featuring vinyl, vinyl liners,

and interlockable self-draining vinyl liners for use on floors, shelving, back-bars, service counters, speed racks, peanut rails".

18. Plaintiff also owns all right, title and interest in the mark DRI-DEK stylized, in Canadian Registration No. TMA297349.
19. The aforesaid registrations serve as nationwide, constructive notice to the public of Plaintiff and its federally protected trademark rights.
20. Plaintiff's goods and services have been widely advertised and extensively promoted under Plaintiff's Marks since at least as early as 1978 and the DRI-DEK mark has been, and today currently is, through widespread and favorable public acceptance and recognition, an asset of substantial value as a symbol of Plaintiff, its exceedingly high quality goods and services, and its goodwill.
21. Plaintiff enjoys remarkable success and an enviable reputation in its profession due in large part to use of, and rights in, Plaintiff's Marks.
22. Plaintiff has made great expenditures and sacrifice to achieve the success it now enjoys. As a result of

Plaintiff's favorable reputation and considerable investment and promotion in its goodwill, Plaintiff's Marks have become synonymous with Plaintiff and its high quality goods and services.

23. Plaintiff enforces its rights herein under Plaintiff's Marks in order to ensure Plaintiff's continued success and excellent reputation.
24. Plaintiff's Marks have been extensively and continuously advertised and promoted to the public by Plaintiff through various means and modes, including but not limited to over the internet and Plaintiff advertises and promotes its high quality products through, among other avenues, its internet website. By reason of such advertising and promotion, Plaintiff's well known brand regularly reaches hundreds of thousands of consumers.
25. The dominance of Plaintiff's brand is demonstrated throughout the internet search and related available resources..
26. By reason of Plaintiff's long term and considerable expenditures and extensive advertising and promotion under Plaintiff's Marks, the public has come to

recognize Plaintiff's goods and services as solely emanating from Plaintiff.

ILLEGAL ACTS OF THE DEFENDANTS

27. Upon information and belief, Defendants are, and have been, openly, regularly and actively engaged in the illegal, unauthorized, infringing, unlicensed, and imitative use of the same or confusingly similar trademark, "DRYDEC", or various iterations thereof, (hereinafter the "Infringing Mark"), in commerce, for confusingly similar goods and services, in direct competition with Plaintiff, all by similar means and modes, including over the internet, and within the same or similar geographic areas as those goods and services marketed by Plaintiff, including in and about the Southwest Florida area.
28. Defendants' use of the Infringing Mark is likely to cause consumer confusion, initial interest confusion, and a false association between Plaintiff's goods and services and the goods and services offered by Defendants, falsely leading consumers to believe that the goods and services emanate from the same source.
29. This offering to the public of information, goods,

services, and/or activities by Defendants under the Infringing Mark has been and is, without permission or authority of Plaintiff and without any legitimate license to the Infringing Mark.

30. Defendants have engaged in the transaction of business and activities and the commission of tortious acts in the State of Florida, and are subject to the jurisdiction of this Court.
31. By using the Infringing Mark and the offering of goods and services for sale thereunder, Defendants have misrepresented and falsely described to the general public the origin and source of Defendants' activities, goods and/or services so as to deceive the public and deliberately create the likelihood of confusion, or cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Defendants' goods or services, or commercial activities by the ultimate purchaser as to both the source and sponsorship of Defendants' goods and services.
32. Upon information and belief, Defendants' activities,

goods and services offered under the Infringing Mark, to the extent that they are not the genuine article of Plaintiff and are not fully authorized by Plaintiff, are or may be inferior in quality to the goods and services authorized to be provided by Plaintiff, and therefore has, does, and will continue to damage and dilute the goodwill Plaintiff has developed in connection with offering legitimate, authorized goods and services.

33. Defendants, upon information and belief, and with full knowledge of the notoriety of Plaintiff's Marks, intended to, and did, trade on the goodwill associated with Plaintiff's Marks, and have misled and will continue to confuse and mislead the public into assuming a connection between Plaintiff and Defendants by Defendants' offer to the public of its goods and services under the Infringing Mark.

34. Defendants have advertised, distributed, offered for sale, and/or sold in Florida and in interstate commerce goods and services, under the Infringing Mark, thus creating the likelihood of confusion, deception, and mistake as to the affiliation, connection, or

association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Defendants' goods, and services.

35. The use by Defendants of the Infringing Mark constitutes a false designation of origin and a false description or representation that wrongly and falsely designates Defendants' goods and services offered to the public by Defendants as originating from, or connected with, Plaintiff, and constitutes utilizing false descriptions or representations in commerce.
36. The imitation, reproduction, and unauthorized use of the Infringing Mark causes irreparable injury to Plaintiff, including injury to its business reputation and dilution of the distinctive quality of Plaintiff's Marks.
37. Upon information and belief, Defendants' use of the Infringing Mark has, does, and is likely to permit Defendants to pass off their goods and/or services as those of Plaintiff's, all to the detriment of Plaintiff and to the unjust enrichment of Defendants.
38. Defendants' use of the Infringing Mark has caused, does cause, and is likely to continue to cause, damage to

Plaintiff by tarnishing the valuable reputation and image associated with Plaintiff and its goods and/or services.

39. Upon information and belief, members of the public are likely to, and do, believe that Defendants' activities and related goods and/or services emanate from or are associated with Plaintiff.
40. On or about January 18, 2008, Plaintiff, by and through the undersigned counsel, caused a notification of letter to be served upon Defendants, which letter fully described the factual and legal issues complained of herein and formally requested that Defendants cease and desist from their infringing and illegal activities, but Defendants have continued those activities and refused to honor the requests and demands of Plaintiff, making their conduct willful.
41. Defendants' unlawful activity results in irreparable harm and injury to Plaintiff. Among other harms, it
 - a. deprives Plaintiff of its absolute right to determine the manner in which its goods and/or services are presented to the general public;
 - b. deceives the public as to the origin and sponsorship of such goods and/or services;
 - c. wrongfully trades upon and cashes in on

Plaintiff's reputation and exclusive rights in its trademarks; and,

d. to the extent Defendants' goods and/or services are or may be of inferior quality or unauthorized for sale or distribution, irreparably harms and injures Plaintiff's reputation.

42. Plaintiff is entitled to an injunction restraining Defendants, their officers, agents, servants, employees, and attorneys, and all persons acting in concert with them, from engaging in any further acts in violation of Plaintiff's rights.

43. Plaintiff is further entitled to recover from Defendants the damages, including treble damages, interest, and attorney fees and costs it has sustained and will sustain, and any gains, profits and advantages obtained by Defendants as a result of Defendants' acts as alleged herein. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiff.

COUNT I
FEDERAL TRADEMARK INFRINGEMENT
(15 U.S.C. § 1117)

44. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth

herein.

45. Defendants' acts, as alleged herein with respect to Defendants' infringement of Plaintiff's Marks, are likely to cause public confusion, mistake, or deception, and constitute trademark infringement in violation of 15 U.S.C. § 1117.
46. Defendants' acts, as alleged herein, create a likelihood of confusion in the marketplace, a resultant loss of business, a negative impact on customer relations, a loss of quality control and significant and irreparable injury and damage to Plaintiff which, unless restrained, will continue in the future.
47. As a result, Plaintiff has suffered and is continuing to suffer damages with interest, all to its irreparable loss and damage.
48. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:

- i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or as to the origin, sponsorship, or approval of its goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;
- ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from Plaintiff;
- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, advertisements, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, advertisements, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;

- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and such other interlocutory and permanent relief as may be just and proper.

COUNT II
FEDERAL UNFAIR COMPETITION
(15 U.S.C. § 1125)

- 49. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 50. Defendants' acts, as alleged herein with respect to Defendants' infringement of Plaintiff's Marks, are likely to cause public confusion, mistake, or

deception, and constitute unfair competition with Plaintiff in violation of 15 U.S.C. § 1125.

51. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.
52. As a result, Plaintiff has suffered damages with interest.
53. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from

Plaintiff;

- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
- viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;

- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and
- e. such other interlocutory and permanent relief as may be just and proper.

COUNT III
FEDERAL FALSE DESIGNATION OF ORIGIN
(15 U.S.C. § 1125)

- 54. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 55. Defendants' acts, as alleged herein with respect to Defendants' infringement of Plaintiff's Marks, are likely to cause public confusion, mistake, or deception, and constitute federal false designation of origin in violation of 15 U.S.C. § 1125 and related subsections.
- 56. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.
- 57. As a result, Plaintiff has suffered damages with

interest.

58. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;

- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
 - vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and
 - e. such other interlocutory and permanent relief as may be just and proper.

COUNT IV
FEDERAL FALSE DESCRIPTION
(15 U.S.C. § 1125)

59. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
60. Defendants' acts, as alleged herein with respect to Defendants' infringement of Plaintiff's Marks, are likely to cause public confusion, mistake, or deception, and constitute federal false description in violation of 15 U.S.C. § 1125 and related subsections.
61. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.
62. As a result, Plaintiff has suffered damages with interest.
63. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:

- i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;
- ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from Plaintiff;
- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;

- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
- viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and
- e. such other interlocutory and permanent relief as may be just and proper.

COUNT V
FEDERAL FALSE REPRESENTATION
(15 U.S.C. § 1125)

- 64. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 65. Defendants' acts, as alleged herein with respect to Defendants' infringement of Plaintiff's Marks, are

likely to cause public confusion, mistake, or deception, and constitute federal false representation in violation of 15 U.S.C. § 1125 and related subsections.

66. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.
67. As a result, Plaintiff has suffered damages with interest.
68. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;

- ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from Plaintiff;
- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
- viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath

and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;

- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and
- e. such other interlocutory and permanent relief as may be just and proper.

COUNT VI
PASSING OFF
(15 U.S.C. § 1125)

- 69. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 70. Defendants' acts, as alleged herein, constitute passing off in violation of 15 U.S.C. § 1125 and related subsections.
- 71. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.
- 72. As a result, Plaintiff has suffered damages with interest.

73. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any

literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;

- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorney's fees and costs pursuant to 15 U.S.C. § 1117; and
 - e. such other interlocutory and permanent relief as may be just and proper.

COUNT VII
FLORIDA TRADE NAME INFRINGEMENT
(Florida Statutes § 495.151)

74. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
75. Defendants' acts, as alleged herein, constitute an infringement of Plaintiff's rights in and to its trade name as set forth in Florida Statutes § 495.151 et seq.
76. Defendants' acts, as alleged herein, have caused irreparable injury and damage to Plaintiff, and, unless restrained, will continue to do so.
77. As a result, Plaintiff has suffered damages with interest.
78. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the

affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;

- ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
- vii. to notify their direct customers, agents, and representatives that the Infringing

Mark or any confusingly similar variant is not connected with Plaintiff;

- viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorney's fees and costs; and
- e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT VIII
FLORIDA TRADEMARK INFRINGEMENT

- 79. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 80. Defendants' acts as alleged herein are likely to cause public confusion, mistake, and/or deception, and constitute trademark infringement in violation of Florida law.

81. Defendants' acts as alleged herein have caused irreparable injury and damage to Plaintiff, and, unless restrained, will continue to do so.
82. As a result, Plaintiff has suffered damages with interest.
83. Plaintiff has no adequate complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar

variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;

- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
 - vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;

- c. all monetary damages suffered by Plaintiff;
- d. an award of attorneys fees and costs; and
- e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT IX

FLORIDA INJURY TO BUSINESS REPUTATION AND DILUTION
(Florida Statutes § 495.151 et seq.)

- 84. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
 - 85. Defendants' acts, as alleged herein, have caused, and are likely to cause, damage to Plaintiff by tarnishing Plaintiff's valuable reputation and by diluting the distinctiveness of Plaintiff's Marks in violation of Florida Statutes § 495.151 et seq.
 - 86. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff, and, unless restrained, will continue to do so.
 - 87. As a result, Plaintiff has suffered damages with interest.
 - 88. Plaintiff has no adequate, complete remedy at law.
- WHEREFORE**, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly

competing in any way with Plaintiff;

- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorneys fees and costs; and
 - e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT X
FLORIDA UNFAIR COMPETITION

89. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth

herein.

90. Defendants' acts, as set forth herein, constitute, under the Florida common law, Florida unfair competition in violation of the Florida common law.
91. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
92. As a result, Plaintiff has suffered damages with interest.
93. Plaintiff has no adequate, complete remedy at law.

WHEREFORE, Plaintiff demands judgment against Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely

designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;

- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
- viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every

injunctive provision has been fully and completely complied with;

- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorneys fees and costs; and
- e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT XI
FLORIDA UNJUST ENRICHMENT

- 94. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
- 95. Defendants' acts, as set forth herein, result in unjust enrichment to the Defendants, in violation of the Florida common law.
- 96. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
- 97. As a result, Plaintiff has suffered damages with interest.
- 98. Plaintiff has no adequate, complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly

competing in any way with Plaintiff;

- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorneys fees and costs; and
 - e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT XII
FLORIDA MISAPPROPRIATION

99. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth

herein.

100. Defendants' acts, as set forth herein, constitute misappropriation in violation of the Florida common law.
101. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
102. As a result, Plaintiff has suffered damages with interest.
103. Plaintiff has no adequate, complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely

designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;

- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
- iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
- vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
- viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every

injunctive provision has been fully and completely complied with;

- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorneys fees and costs; and
- e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT XIII

FLORIDA FALSE DESIGNATION OF ORIGIN

104. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
105. Defendants' acts, as set forth herein, constitute false designation of origin in violation of the Florida common law.
106. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
107. As a result, Plaintiff has suffered damages with interest.
108. Plaintiff has no adequate, complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly

- competing in any way with Plaintiff;
- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorneys fees and costs; and
 - e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT XIV

FLORIDA FALSE AND MISLEADING DESCRIPTION

109. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth

herein.

110. Defendants' acts, as set forth herein, constitute, false and misleading description of fact in violation of the Florida common law.
111. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
112. As a result, Plaintiff has suffered damages with interest.
113. Plaintiff has no adequate, complete remedy at law.

WHEREFORE, Plaintiff demands judgment against

Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely

- designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
- iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;
 - vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every

injunctive provision has been fully and completely complied with;

- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
- c. all monetary damages suffered by Plaintiff;
- d. an award of attorneys fees and costs; and
- e. such other interlocutory and permanent relief as this Court may deem just and proper.

COUNT XV
FLORIDA PASSING OFF

114. Plaintiff repeats and realleges all of the above paragraphs of this Complaint as if fully set forth herein.
115. Defendants' acts, as set forth herein, constitute, passing off in violation of the Florida common law.
116. Defendants' acts, as alleged herein, have caused irreparable injury to Plaintiff and, unless restrained, will continue to do so.
117. As a result, Plaintiff has suffered damages with interest.
118. Plaintiff has no adequate, complete remedy at law.
- WHEREFORE**, Plaintiff demands judgment against Defendants, including:

- a. a preliminary and permanent injunction enjoining and restraining Defendants and their officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
 - i. from causing likelihood of confusion, or causing mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff or Plaintiff's Marks, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to business reputation, or dilution of the distinctiveness of Plaintiff's Marks, or Plaintiff's forms of advertisement;
 - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiff;
 - iii. from directly or indirectly using the Infringing Mark or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiff's business reputation or goodwill;
 - iv. from utilizing the Infringing Mark or any confusingly similar variant in any shape or manner;
 - v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the Infringing Mark or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiff;

- vi. to deliver up to Plaintiff all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendants' respective possession, custody, or control and which bear the Infringing Mark or any confusingly similar variant;
 - vii. to notify their direct customers, agents, and representatives that the Infringing Mark or any confusingly similar variant is not connected with Plaintiff;
 - viii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with;
- b. an accounting and payment of all profits gained by Defendants while engaging in the acts complained of herein;
 - c. all monetary damages suffered by Plaintiff;
 - d. an award of attorneys fees and costs; and such other interlocutory and permanent relief as this Court may deem just and proper.

Respectfully submitted,



JENNIFER L. WHITELAW
WHITELAW LEGAL GROUP
Trial Counsel for Plaintiff
DRI-DEK CORPORATION

Florida Bar No. 0938629
3838 Tamiami Trail North
Third Floor
Naples, Florida 34103
Telephone: 239-262-1001
Facsimile: 239-261-0057
Email: j@whitelawfirm.com

VERIFICATION

I **DECLARE**, under penalty of perjury, that I have read the foregoing Complaint and that the same is true and correct.

Executed this 19 day of AUGUST, 2008.

DRI-DEK CORPORATION

By: _____
Its Duly Authorized Representative

