

<b>TO: Mail Stop 8</b> <b>Director of the U.S. Patent &amp; Trademark Office</b> P.O. Box 1450 Alexandria, VA 22313-1450	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 § 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 Northern District of California on the following  Patents or  Trademarks:

DOCKET NO. CV 08-04043 JF	DATE FILED 8/25/08	U.S. DISTRICT COURT Northern District of California, San Jose Division
PLAINTIFF ADOBE SYSTEMS INCOPORATED		DEFENDANT JOHNSON
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 227 T <sup>TM</sup>		
2		
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In the above—entitled case, the following patent(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	HOLDER OF PATENT OR TRADEMARK
1		
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK Richard W. Wicking	(BY) DEPUTY CLERK Gloria Acevedo	DATE
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### Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated

3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,482,233	ADOBE SYSTEMS INCORPORATED (Stylized)	Adobe Systems Incorporated
1,487,549	ADOBE SYSTEMS INCORPORATED (Stylized)	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated

3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated
2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
1,692,614	BIRCH	Adobe Systems Incorporated
1,692,613	BLACKOAK	Adobe Systems Incorporated
2,523,062	BLUE ISLAND	Adobe Systems Incorporated
3,065,084	BREEZE	Adobe Systems Incorporated
2,864,988	BREEZE	Adobe Systems Incorporated
2,799,082	BRIOSO	Adobe Systems Incorporated
3,422,754	BUZZWORD	Adobe Systems Incorporated
1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
2,449,593	CALCITE	Adobe Systems Incorporated
1,982,999	CALIBAN	Adobe Systems Incorporated
3,184,511	CAPTIVATE	Adobe Systems Incorporated
3,136,772	CAPTIVATE	Adobe Systems Incorporated
3,189,917	CAPTIVATE	Adobe Systems Incorporated
1,582,280	CARTA	Adobe Systems Incorporated
2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
2,089,496	CHAPARRAL	Adobe Systems Incorporated

1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
2,993,457	CO-AUTHOR	Adobe Systems Incorporated
1,971,442	COLD FUSION	Adobe Systems Incorporated
2,113,033	CONGA BRAVA	Adobe Systems Incorporated
3,143,377	CONTRIBUTE	Adobe Systems Incorporated
1,982,985	COPAL	Adobe Systems Incorporated
2,164,702	CORIANDER	Adobe Systems Incorporated
1,628,152	COTTONWOOD	Adobe Systems Incorporated
3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
1,873,167	CRITTER	Adobe Systems Incorporated
2,093,645	CRONOS	Adobe Systems Incorporated
1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
2,468,691	DESIGN IN MOTION	Macromedia, Inc.
1,600,438	DIRECTOR	Adobe Systems Incorporated
1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
1,843,525	DISTILLER	Adobe Systems Incorporated
2,294,926	DREAMWEAVER	Adobe Systems Incorporated
3,276,189	DV RACK	Adobe Systems Incorporated
2,949,766	ENCORE	Adobe Systems Incorporated
2,151,180	EPAPER	Adobe Systems Incorporated
2,893,662	EPAPER	Adobe Systems

		Incorporated
2,005,020	EX PONTO	Adobe Systems Incorporated
2,043,911	FIREWORKS	Adobe Systems Incorporated
2,855,434	FLASH	Adobe Systems Incorporated
2,852,245	FLASH	Adobe Systems Incorporated
3,473,651	FLASH LITE	Adobe Systems Incorporated
2,844,051	FLASHHELP	Adobe Systems Incorporated
2,690,356	FLASHJESTER (3rd Eye Solutions, Inc.) Cancellation	3rd Eye Solutions, Inc.
3,166,399	FLASHPAPER	Adobe Systems Incorporated
3,370,163	FLEX	Adobe Systems Incorporated
2,198,260	FLOOD	Adobe Systems Incorporated
1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
2,857,527	FONT FOLIO	Adobe Systems Incorporated
1,822,467	FONTGRAPHER	Adobe Systems Incorporated
1,479,470	FRAME MAKER	Adobe Systems Incorporated
1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
2,214,844	FREEHAND	Adobe Systems Incorporated
2,245,944	FUSAKA	Adobe Systems Incorporated
2,024,281	GALAHAD	Adobe Systems Incorporated
1,935,819	GIDDYUP	Adobe Systems Incorporated
1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
2,432,447	GOLIVE	Adobe Systems Incorporated
2,446,265	HOMESITE	Adobe Systems Incorporated
2,375,606	HTML HELP STUDIO	Adobe Systems

		Incorporated
2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
2,317,828	IMAGEREADY	Adobe Systems Incorporated
2,238,581	IMMI 505	Adobe Systems Incorporated
2,550,638	INCOPY	Adobe Systems Incorporated
2,439,079	INDESIGN	Adobe Systems Incorporated
2,533,054	INSCOPE	Adobe Systems Incorporated
2,473,641	IPREDICT	eHelp Corporation
1,626,882	IRONWOOD	Adobe Systems Incorporated
1,980,096	JIMBO	Adobe Systems Incorporated
1,633,039	JUNIPER	Adobe Systems Incorporated
2,157,319	KEPLER	Adobe Systems Incorporated
2,161,024	KINESIS	Adobe Systems Incorporated
2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
3,288,605	LIGHTROOM	Adobe Systems Incorporated
1,630,698	LITHOS	Adobe Systems Incorporated
3,065,142	LIVECYCLE	Adobe Systems Incorporated
2,691,851	LIVEMOTION	Adobe Systems Incorporated
2,424,671	MACROMEDIA	Adobe Systems Incorporated
2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
2,520,435	MACROMEDIA FLASH	Adobe Systems Incorporated
1,733,965	MADRONE	Adobe Systems Incorporated

1,629,940	MESQUITE	Adobe Systems Incorporated
1,973,932	MEZZ	Adobe Systems Incorporated
1,798,496	MINION	Adobe Systems Incorporated
2,137,882	MOJO	Adobe Systems Incorporated
2,687,487	MONTARA	Adobe Systems Incorporated
2,672,180	MOONGLOW	Adobe Systems Incorporated
1,759,108	MYRIAD	Adobe Systems Incorporated
1,889,189	MYTHOS	Adobe Systems Incorporated
1,980,127	NUEVA	Adobe Systems Incorporated
2,130,427	NYX	Adobe Systems Incorporated
2,971,613	O (STYLIZED)	Adobe Systems Incorporated
2,584,364	OPEN SESAME!	Allaire Corporation
2,137,926	OUCH!	Adobe Systems Incorporated
3,427,904	P (Stylized)	Adobe Systems Incorporated
2,091,087	PAGEMAKER	Adobe Systems Incorporated
1,496,726	PAGEMAKER	Adobe Systems Incorporated
1,486,556	PAGEMAKER	Adobe Systems Incorporated
2,979,463	PDF JOBREASY	Adobe Systems Incorporated
2,553,370	PDF MERCHANT	Adobe Systems Incorporated
1,984,563	PENUMBRA	Adobe Systems Incorporated
1,882,825	PEPPERWOOD	Adobe Systems Incorporated
1,503,706	PERSUASION	Adobe Systems Incorporated
2,655,175	PHOTOMERGE	Adobe Systems Incorporated
1,850,242	PHOTOSHOP	Adobe Systems

		Incorporated
2,920,764	PHOTOSHOP	Adobe Systems Incorporated
1,760,600	POETICA	Adobe Systems Incorporated
1,692,610	POPLAR	Adobe Systems Incorporated
2,233,952	POSTINO	Adobe Systems Incorporated
1,544,284	POSTSCRIPT	Adobe Systems Incorporated
1,463,458	POSTSCRIPT	Adobe Systems Incorporated
1,383,131	POSTSCRIPT	Adobe Systems Incorporated
2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
2,574,091	PRESSREADY	Adobe Systems Incorporated
1,887,832	QUAKE	Adobe Systems Incorporated
1,935,820	RAD	Adobe Systems Incorporated
2,548,832	READER	Adobe Systems Incorporated
2,204,266	RELIQ	Adobe Systems Incorporated
2,787,091	ROBOASSIST	eHelp Corporation
2,953,255	ROBOENGINE	Adobe Systems Incorporated
2,770,413	ROBOFLASH	eHelp Corporation
1,732,772	ROBOHELP	Adobe Systems Incorporated
2,498,876	ROBOHELP	Adobe Systems Incorporated
2,498,889	ROBOHELP OFFICE	eHelp Corporation
2,610,653	ROBOINFO	Adobe Systems Incorporated
2,732,494	ROBOINSTALL	eHelp Corporation
2,808,741	ROBOLINKER	eHelp Corporation
2,881,638	ROBOPRESENTER	eHelp Corporation
2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
1,882,826	ROSEWOOD	Adobe Systems Incorporated
1,509,123	ROUNDTRIP	Adobe Systems

		Incorporated
2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
2,993,082	RYO	Adobe Systems Incorporated
1,893,565	SANVITO	Adobe Systems Incorporated
2,893,840	SAVA	Adobe Systems Incorporated
3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
1,901,566	SHOCKWAVE	Adobe Systems Incorporated
2,648,129	SHOCKWAVE	Adobe Systems Incorporated
2,388,945	SHOCKWAVE	Adobe Systems Incorporated
2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
2,493,281	SILENTIUM	Adobe Systems Incorporated
1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
1,477,490	SONATA	Adobe Systems Incorporated
3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
2,314,590	STRUMPF	Adobe Systems Incorporated
1,887,833	STUDZ	Adobe Systems Incorporated
1,682,713	TEKTON	Adobe Systems Incorporated
2,055,667	TOOLBOX	Adobe Systems Incorporated
1,626,877	TRAJAN	Adobe Systems Incorporated
1,518,719	TRANSCRIPT	Adobe Systems Incorporated
1,674,052	TYPE REUNION	Adobe Systems Incorporated
2,980,999	ULTRA	Adobe Systems Incorporated
2,638,231	ULTRADEV	Macromedia, Inc.
1,623,439	UTOPIA	Adobe Systems Incorporated

2,883,313	VERSION CUE	Adobe Systems Incorporated
2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

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9 [nicole@coombspc.com](mailto:nicole@coombspc.com)

10 Attorneys for Plaintiff  
11 Adobe Systems Incorporated

12 Adobe Systems Incorporated,

13 Plaintiff,

14 v.

15 Steve Johnson a/k/a John Brown and Does 1 -  
16 10, inclusive,

17 Defendants.

18 UNITED STATES DISTRICT COURT

19 NORTHERN DISTRICT OF CALIFORNIA

20 **C 08 04043**  
Case No.

21 **EMC**  
COMPLAINT FOR COPYRIGHT  
22 INFRINGEMENT AND TRADEMARK  
23 INFRINGEMENT

24 DEMAND FOR A JURY TRIAL

25 Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

26 **I. Introduction**

27 1. Adobe brings this action as a result of Defendants' systematic, unauthorized  
28 copying and distribution of Adobe's software products in interstate commerce through sales on the  
iOffer online auction site. Defendants' actions, commonly known as software piracy, are willful  
and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer  
software. Its products and services offer developers and enterprises tools for creating, managing,  
delivering and engaging with compelling content across multiple operating systems, devices and  
media. The software industry is competitive, and Adobe undertakes great expense and risk in  
conceiving, developing, testing, manufacturing, marketing, and delivering its software products to  
consumers. Software piracy, including piracy on iOffer, undermines Adobe's investment and  
creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "sonicharter" and, on information and  
belief, other aliases including "np.barter" and "thegreatlake11, have made, offered for sale, sold,

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RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA S.J.

**E-FILING**

**ADR**

1 and distributed unauthorized copies of Adobe software (the "Unauthorized Software Product")  
2 including at least Adobe Photoshop CS3 (the "Adobe Software") and likely other products.  
3 Additional Doe defendants – whose identities will be determined in discovery – support, assist,  
4 supervise and/or supply Defendants in these illegal activities. Adobe owns registered United States  
5 copyrights and trademarks including but not limited to the foregoing product and its associated  
6 marks.

7 4. Defendants' activities constitute willful copyright infringement and willful  
8 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the  
9 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the  
10 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and  
11 attorneys' fees.

## 12 **II. Jurisdiction and Venue**

13 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28  
14 U.S.C. § 1331 and § 1338(a).

15 6. The events giving rise to the claims alleged herein occurred, among other places,  
16 within this judicial district. Venue in the Northern District of California is proper pursuant to 28  
17 U.S.C. § 1391(b) and § 1400(a).

## 18 **III. The Parties**

### 19 **A. Plaintiff Adobe and Its Products**

20 7. Adobe is a corporation duly organized and existing under the laws of the State of  
21 Delaware, having its principal place of business in San Jose, California.

22 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive  
23 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software  
24 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*  
25 *Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-  
26 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's  
27 Copyrights").

28 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including  
without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,  
ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER  
and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's  
Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in  
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,  
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-  
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its  
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration  
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer  
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial  
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the  
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's  
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant Steve Johnson a/k/a John Brown ("Brown") is an individual. Adobe is  
15 informed and believes that Brown is a resident of Chicago, Illinois. Brown does business under the  
16 iOffer Seller Name "sonicbarter". Other aliases or iOffer Seller Names will be determined in  
17 discovery. Brown, through his online identity or identities, does business in California through  
18 sales and distribution of the Unauthorized Software Product in the State of California, among other  
19 places.

20 13. Upon information and belief, Does 1 - 10 are either entities or individuals who are  
21 subject to the jurisdiction of this Court. Upon information and belief, Does 1 - 10 are principals,  
22 supervisory employees, or suppliers of one or other of the named defendants or other entities or  
23 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for  
24 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The  
25 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended  
26 to include the names of such individuals when identified. Brown and Does 1 - 10 are collectively  
27 referred to herein as "Defendants."

28 **IV. Defendants' Infringing Activities**

14. Defendants use, among other things, the Internet trading site known as iOffer to sell  
and distribute products, including pirated copies of software, to consumers. iOffer is a trading  
community that allows you to buy, sell and trade by negotiating, and at any given time, there are  
millions of items listed on iOffer by its more than tens of thousand registered users. Through the

1 iOffer Seller "feedback" feature, buyers and sellers may (but are not required) to post positive,  
2 neutral or negative "feedback" or comments on their purchase and sale experience. While  
3 feedback can give some indication of sales volume, actual sales may far exceed the number of  
4 feedback entries a seller receives.

5 15. Among Defendants' products offered for sale and sold on iOffer, and distributed to  
6 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or  
7 their agents made such copies. Adobe has not authorized Defendants or their agents to make or  
8 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute  
its software, period.

9 16. Defendants also use images confusingly similar or identical to Adobe's Trademarks,  
10 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of  
11 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or  
12 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after  
13 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and  
14 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to  
Defendants' use of the Adobe Trademarks.

15 17. Defendants have obtained a substantial "feedback rating" through the iOffer  
16 feedback system. This feedback rating, obtained essentially through Defendants' illegal activities,  
17 may further confuse consumers and aid in even wider distribution of unauthorized copies of the  
18 Adobe Software.

19 18. Defendants' actions have confused and deceived, or threatened to confuse and  
20 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of  
21 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,  
Defendants have traded upon and diminished Adobe's goodwill.

22 **FIRST CLAIM FOR RELIEF**

23 **(For Copyright Infringement)**

24 19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through  
25 18, inclusive, as though set forth herein in full.

26 20. As alleged herein, Defendants' activities infringe valid and effective copyrights  
27 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'  
28 infringement was willful.





- 1 packaging or containers which picture, reproduce, copy or use the likenesses of or bear  
2 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 3 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,  
4 mislead or deceive purchasers, Defendants' customers and/or members of the public to  
5 believe the actions of Defendants, the products sold by Defendants, or Defendants  
6 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,  
7 or are in some way affiliated with Adobe;
- 8 5) Affixing, applying, annexing or using in connection with the importation, manufacture,  
9 distribution, advertising, sale and/or offer for sale or other use of any goods or services,  
10 a false description or representation, including words or other symbols, tending to  
11 falsely describe or represent such goods as being those of Adobe;
- 12 6) Otherwise competing unfairly with Adobe in any manner;
- 13 7) Destroying or otherwise disposing of
- 14 a. Merchandise falsely bearing Adobe's Intellectual Properties;
- 15 b. Any other products which picture, reproduce, copy or use the  
16 likenesses of or bear a substantial similarity to any of Adobe's Intellectual  
17 Properties;
- 18 c. Any labels, packages, wrappers, containers or any other unauthorized  
19 promotion or advertising material item which reproduces, copies, counterfeits,  
20 imitates or bears any of Adobe's Intellectual Properties;
- 21 d. Any molds, screens, patterns, plates, negatives or other elements  
22 used for making or manufacturing products bearing Adobe's Intellectual  
23 Properties;
- 24 e. Any sales and supply or customer journals, ledgers, invoices,  
25 purchase orders, inventory control documents, bank records, catalogs and all  
26 other business records, believed to concern the manufacture, purchase,  
27 advertising, sale or offering for sale of Unauthorized Software Product;

28 B. That Adobe and its designees are authorized to seize the following items which are  
in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear  
any of the Adobe's Intellectual Properties, or any part thereof;

1 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically  
2 including computers, servers, optical disc burners and other hardware used for making  
3 or manufacturing Unauthorized Software Product or unauthorized product which  
4 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual  
5 Properties, or any part thereof.

6 C. That those Defendants infringing upon Adobe's Intellectual Properties be required  
7 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages  
8 at Adobe's election;

9 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

10 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe  
11 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that  
12 those profits be increased as provided by law;

13 F. That Adobe recovers from Defendants its costs of this action and reasonable  
14 attorneys' fees; and

15 G. That Adobe has all other and further relief as the Court may deem just and proper  
16 under the circumstances.

17 Dated: August 21, 2008

J. Andrew Coombs, A Professional Corp.

18 By: Nicole L. Drey  
19 J. Andrew Coombs  
20 Nicole L. Drey  
21 Attorneys for Plaintiff Adobe Systems Incorporated  
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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: August 21, 2008

J. Andrew Coombs, A Professional Corp.

By:   
J. Andrew Coombs  
Nicole L. Drey  
Attorneys for Plaintiff Adobe Systems Incorporated