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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92062794
Party	Defendant WEMESH Inc.
Correspondence Address	WEMESH INC 340 BROOKVIEW COURT ANCASTER, ON L9G4C2 CANADA
Submission	Motion to Suspend for Civil Action
Filer's Name	Marcus Peterson
Filer's e-mail	bobby.ghajar@pillsburylaw.com, marcus.peterson@pillsburylaw.com, docket_ip@pillsburylaw.com, la-tmdocketing@pillsburylaw.com
Signature	/Marcus Peterson/
Date	01/15/2016
Attachments	USPTO Motion to Suspend.pdf(771342 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

WeMash, Inc.,	§	
	§	
Petitioner,	§	Cancellation No. 92062794
	§	
v.	§	Mark: WEMESH
	§	
Wemesh, Inc.,	§	Registration No. 4,757,374
	§	
Registrant.	§	
	§	

**REGISTRANT’S MOTION TO SUSPEND PENDING OUTCOME OF ANOTHER
PROCEEDING OR, IN THE ALTERNATIVE, TO EXTEND TIME TO ANSWER**

Pursuant to Trademark Trial and Appeal Board Manual of Procedure (“TBMP”) §510.02(a) and 37 C.F.R. §2.117(a), Registrant WeMesh, Inc. (“Registrant” or “WeMesh”) hereby moves for a suspension of the foregoing cancellation proceedings, filed by Petitioner WeMash, Inc. (“Petitioner” or “WeMash”) against WeMesh’s registration for the mark WEMESH, Reg. No. 4,757,374, pending the outcome of the federal district court proceeding in *WeMash, Inc. v. WeMesh, Inc.*, Case No. 2:15-cv-08719-JFW-JPR in the U.S. District Court for the Central District of California (“Action”).

In the Action, filed on November 6, 2015, and later amended on January 12, 2016, Petitioner alleges trademark infringement, cybersquatting, California unfair competition, and common law unfair competition, and seeks cancellation of WeMesh’s trademark registration at issue here. Registrant believes that these claims are baseless. Nonetheless, the Action involves issues in common with the above-referenced cancellation proceeding, namely the alleged likelihood of confusion between Petitioner’s asserted WEMASH and WEMES marks, and

Registrant's WEMESH mark. The Action also involves the same parties as these proceedings (Registrant WeMesh and Petitioner WeMash).¹

In the Action, Registrant has already moved to dismiss the Complaint, and expects to file a motion to dismiss the First Amended Complaint. At present, there is an overlap of issues (indeed, the Petition for Cancellation appears derived from the Complaint in the Action) and overlap between the parties. Thus, good cause exists to suspend these cancellation proceedings pending the disposition of the Action, or at least the disposition of Registrant's motion to dismiss in the Action.

A file-stamped copy of the first amended complaint in the Action is attached as Exhibit A hereto.

Pursuant to TBMP §510.02(a), "The Board does not usually require that an issue be joined (that an answer be filed) in one or both proceedings before the Board will consider suspending a Board proceeding pending the outcome of another proceeding." Accordingly, Registrant does not believe that it is required to file a response or answer to the Petition for Cancellation *prior* to seeking the instant suspension. However, to the extent that the Board requires Registrant to also file an answer or response to the Petition for Cancellation, or to the extent the Board denies the Motion to Suspend – and in an abundance of caution – Registrant concurrently requests an extension of time to file an appropriate response or answer. In such instance, Registrant would request an extension of at least fourteen (14) days following any Board ruling either denying the motion to suspend or requiring Registrant to file an answer or response to the Petition for Cancellation.

* * *

¹ The Action also names an individual defendant, Dr. Michael Pazaratz.

For these reasons, Registrant requests that the Board immediately suspend further action in the instant cancellation proceeding until the Action is concluded or the anticipated motion to dismiss in the Action is adjudicated. Alternatively, if the Board requires a response, Registrant requests a short extension of time within which to prepare and file such response.

Date: January 16, 2016

By: /s/ Marcus Peterson
Bobby Ghajar
Marcus Peterson
PILLSBURY WINTHROP SHAW PITTMAN
725 S. Figueroa St., Suite 2800
Los Angeles, CA 90017
(213) 488-7551

CERTIFICATE OF ELECTRONIC TRANSMISSION

DATE OF DEPOSIT January 16, 2016

I hereby certify that this correspondence is being transmitted to the United States Patent and Trademark Office Trademark Trial and Appeal Board using the Electronic System for Trademark Trials and Appeals (ESTTA) on the date indicated above.

/s/ Marcus Peterson
Marcus Peterson

CERTIFICATE OF SERVICE VIA FIRST CLASS MAIL

I, Marcus Peterson, hereby certify that a true and complete copy of the foregoing APPLICANT’S MOTION TO SUSPEND PENDING OUTCOME OF ANOTHER PROCEEDING OR, IN THE ALTERNATIVE, TO EXTEND TIME TO ANSWER was served on Applicant’s counsel, Jessica Wood, Manatt Phelps & Phillips LLP, 11355 West Olympic Blvd., Los Angeles, CA 90064, via postage prepaid first-class mail on January 16, 2016.

/s/ Marcus Peterson

Marcus Peterson

EXHIBIT A

1 Manatt, Phelps & Phillips, LLP
SHARI MULROONEY WOLLMAN (Bar No. CA 137142)
2 E-mail: SWollman@manatt.com
JESSICA A. WOOD (Bar No. CA 269562)
3 E-mail: JWood@manatt.com
11355 West Olympic Boulevard
4 Los Angeles, CA 90064-1614
Telephone: (310) 312-4000
5 Facsimile: (310) 312-4224

6 *Attorneys for Plaintiff*
WeMash, Inc.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

12 WEMASH, INC., a Delaware
13 corporation,

14 Plaintiff,

15 vs.

16 WEMESH INC., an Ontario, Canada
17 corporation; and Michael Pazaratz, an
individual,

18 Defendants.

No. 2:15-cv-08719-JFW (JPRx)

**FIRST AMENDED COMPLAINT
FOR:**

1. FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN, 15 U.S.C. § 1125(A)
2. FEDERAL CYBERSQUATTING, 15 U.S.C. § 1125(d)
3. CANCELLATION OF FEDERAL TRADEMARK REGISTRATION, 15 U.S.C. §§ 1119, 1052(d) AND 1064
4. DECLARATORY JUDGMENT OF NO TRADEMARK INFRINGEMENT, 28 U.S.C. §§ 2201 AND 2202
5. CALIFORNIA STATUTORY UNFAIR COMPETITION, CAL. BUS. PROF. CODE §17200
6. CALIFORNIA COMMON LAW UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

1 Plaintiff WeMash, Inc. (“WeMash” or “Plaintiff”) states the following for its
2 First Amended Complaint against Defendants WeMesh Inc. (“WeMesh”) and
3 Michael Pazaratz (“Pazaratz”) (collectively, “Defendants”), upon actual knowledge
4 with respect to itself and its own acts, and information and belief as to other
5 matters.

6 **PARTIES**

7 1. Plaintiff WeMash is a Delaware corporation having a principal place of
8 business located at 312 Venice Way, Venice, California, 90291.

9 2. WeMash is informed and believes, and on that basis alleges that
10 Defendant WeMesh is an Ontario, Canada corporation having a principal place of
11 business located at 340 Brookview Court, Ancaster L9G4C2 Canada and/or 130
12 Weber Street West, #200, Kitchener, Ontario N2H Canada.

13 3. WeMash is informed and believes, and on that basis alleges that
14 Defendant Pazaratz is a citizen of Canada, who resides in Ontario, Canada.

15 **JURISDICTION AND VENUE**

16 4. This Complaint arises under the laws of the United States, specifically the
17 Declaratory Judgments Act, 28 U.S.C. §§2201 and 2202, and the trademark laws of
18 the United States, 15 U.S.C. §§ 1114 *et seq.* and 1125, and is based on the actual
19 justiciable controversy between WeMash and Defendant WeMesh. This Court has
20 original jurisdiction of this action under 15 U.S.C. §1121 and 28 U.S.C. §§ 1331
21 and 1338. This Court has supplemental jurisdiction under 28 U.S.C. § 1367
22 because the claims are so related as to form part of the same case or controversy.

23 5. This Court has personal jurisdiction over Defendants because Defendants
24 solicit, transact and do business in California and this District, and a substantial part
25 of the wrongful acts or omissions complained of occurred in this District.
26 Defendants purposefully directed their activities toward WeMash in this District
27 when they engaged in the acts complained of herein, and a substantial part of the
28 harm was felt in this District.

1 9. The WeMash platform is essentially a suite of entertainment-related
2 products and services (the “WeMash Goods/Services”). At the core of the WeMash
3 Goods/Services is one of the world’s premier collections of premium, high-quality
4 video content, which features rare and unique celebrity clips, rap, hip-hop, R&B,
5 and pop music footage, pop-culture phenomena, urban culture, and more (the
6 “WeMash Content”). As early as 2008, WeMash began developing the WeMash
7 Goods/Services, including but not limited to the WeMash Content. Since its
8 inception, and continuing to the present, the WeMash Goods/Services have
9 combined the premium WeMash Content with various related software and
10 application (“app”) development services, production services, and other
11 entertainment and technology products and services, which have evolved over time
12 in response to major technological developments over the last decade.

13 10. WeMash often utilizes the WeMash Content in connection with the
14 WeMash Goods/Services in a number of ways. For example, WeMash partners
15 with content owners, including but not limited to movie studios, news
16 organizations, sports entities, music labels/publishers, and documentarians, and
17 utilizes the best and latest frameworks and tools, to ensure that the WeMash
18 Goods/Services delivered to customers are of the highest quality and best value.

19 11. As part of the WeMash Goods/Services, since at least as early as 2010,
20 WeMash has created, developed, manufactured, promoted, provided, distributed,
21 and/or licensed the WeMash Content to celebrities, content producers, editors,
22 artists and developers, among others. As just one example, in 2010 WeMash used a
23 portion of the WeMash Content to create a repository which was distributed to
24 and/or accessed by celebrities, film producers, editors, and others who used the
25 WeMash Content in the repository to create audio/visual “mashup” videos. Some
26 of the resulting mashup videos were posted on social media websites such as
27 Vimeo and YouTube, and/or were used for other purposes.

28

1 12. Further, since at least as early as 2013, WeMash has been actively
2 soliciting content owners in the entertainment industry to contribute additional
3 premium video and audio content to the WeMash Content. WeMash has also been
4 developing cutting-edge technology to provide users with the best tools to search,
5 identify, preview, access, and utilize the WeMash Content. During this period,
6 certain of the WeMash Content has been distributed to and/or accessed by
7 additional well-known content creators, producers, editors and others, and used to
8 create audio/visual mashup videos. As just one example, in April 2014, a popular
9 content creator accessed certain of the WeMash Content and used a video featuring
10 an interview with Grammy-award winning artist Kanye West (who has sold more
11 than 32 million albums and has over 100 million digital downloads, and has been
12 named as one of *Time* magazine's 100 most influential people in the world) to make
13 a video mashup. Some additional examples of mashup videos made using the
14 WeMash Content, which have been strategically rolled out to the public, may
15 currently be found online at <http://blog.wemash.com/>, and on popular social media
16 websites such as YouTube.

17 13. Among other WeMash Goods/Services, WeMash designs, creates,
18 develops, manufactures, promotes, provides, and/or distributes innovative software,
19 web-based platforms and apps related to multimedia, videos, entertainment, sports,
20 music, popular culture, and more. For example, WeMash is the creator, owner and
21 provider of an app that allows users to access premium video content, which can be
22 edited and integrated with text, graphics and other multimedia content for posting,
23 linking and sharing online and across various social media and communications
24 platforms (the "Wemes App"). The Wemes App supplies users with a collection of
25 video content from the WeMash Content, including but not limited to a variety of
26 celebrity interviews and performances featuring pop culture icons. Users can
27 customize video clips and other media using various tools provided via the Wemes
28 App to add text, audio recordings, graphics, and more. Users' resulting multimedia

1 projects, sometimes called video memes or mashups, can be posted on social
2 networks, transmitted directly to others via text message or email, and easily shared
3 in a variety of other ways. The Wemes App has been well-received by the public: it
4 currently has a rating of 4.5 out of 5 stars on Apple, Inc.’s (“Apple”) App Store (*see*
5 [https://itunes.apple.com/us/app/wemes-create-share-video-](https://itunes.apple.com/us/app/wemes-create-share-video-memes/id1023485444?mt=8)
6 [memes/id1023485444?mt=8](https://itunes.apple.com/us/app/wemes-create-share-video-memes/id1023485444?mt=8)).

7 14. WeMash’s Wemes App is available for download on, and has been
8 downloaded from at least Apple’s App Store.

9 15. In addition, WeMash promotes, advertises and markets the Wemes App
10 on a variety of websites and social media networks nationwide, including but not
11 limited to Instagram, LinkedIn, Facebook, Twitter, and Vine. WeMash encourages
12 users to share their own video memes, mashups and other multimedia content
13 created with the Wemes App by using the hashtags #WEMES and #GotWEMES on
14 social media.

15 **WeMash’s Selection and Use of Its Trademarks**

16 16. WeMash is the owner of trademarks which it uses in connection with the
17 WeMash Goods/Services and/or Wemes App including, but not limited to
18 WEMASH™, WEMES™ and WeMash’s proprietary W & Design (crown)™ logo
19 (collectively, the “WEMASH Marks”).

20 17. Since at least as early as 2009, and continuously to the present, WeMash
21 has used the distinctive WEMASH mark in connection with its business, including
22 but not limited to its innovative and high-quality WeMash Goods/Services.

23 18. By way of example and without limitation, beginning as early as 2009,
24 and continuously to the present, the principals of WeMash have actively engaged in
25 developing, advertising and marketing the WeMash Goods/Services in connection
26 with the WEMASH mark. For example, beginning at least as early as 2009, and
27 continuously to the present, the WeMash principals met with third-party investors,
28 premium content owners, well-known content creators, producers, developers,

1 celebrities, artists, advertising agencies, well-known consumer product brands,
2 high-level executives at movie studios, and others in the entertainment industry, to
3 promote, develop and/or distribute WeMash Goods/Services that are marketed,
4 offered and/or distributed under the WEMASH mark. These extensive contacts
5 created an association between the WEMASH mark and the WeMash
6 Goods/Services in the minds of an appropriate segment of the entertainment
7 industry and the relevant consumer market for the WeMash Goods/Services.

8 19. Further, prior to May 2014, WeMash was in contact regarding
9 exploitation and use of the WeMash Goods/Services with individuals and entities
10 that were located in, operating from, and/or headquartered in some of the largest
11 entertainment markets in the world, including Los Angeles, New York, San
12 Francisco, Chicago, Nashville, the United Kingdom, and Spain. Since that time,
13 the WeMash Goods/Services have expanded their reach to Sweden, other locations
14 in the United States, and elsewhere, including Australia, France and Japan. As a
15 result of these contacts, WeMash's WEMASH Marks have achieved market
16 penetration within an appropriate segment of the entertainment industry in the
17 relevant markets, including the United States.

18 20. From early 2009 and continuing to the present, WeMash has continued to
19 expand the products and services offered under the WEMASH Marks, expanding
20 its portfolio to include, without limitation, various entertainment services, videos
21 and information in the fields of music, sports and entertainment over the Internet,
22 and via apps and other distribution platforms.

23 21. In addition, WeMash has continued to expand its family of WEMASH
24 Marks used on or in connection with WeMash Goods/Services by creating and
25 using a family of marks derived from its WEMASH mark, including but not limited
26 to WEMES and the W & Design (crown) logo. By way of example and without
27 limitation, WeMash uses its WEMES and/or W & Design (crown) marks in
28

1 connection with WeMash’s proprietary Wemes App, as well as related goods and
 2 services.

3 22. By virtue of WeMash’s longstanding, prominent and continuous use, as
 4 well as the extensive promotion and advertising of the WEMASH Marks, the
 5 WEMASH Marks have come to be recognized by the relevant public as identifying
 6 the WeMash Goods/Services and WeMash, and have become strong and distinctive
 7 in the United States within the meaning of the Lanham Act. Further, WeMash also
 8 has developed valuable goodwill in the WEMASH Marks.

9 23. Moreover, favorable public acceptance and recognition has further
 10 established that WeMash’s WEMASH Marks have become assets of substantial
 11 value to WeMash, and symbols of the high-quality and associated goodwill of the
 12 WeMash Goods/Services.

13 24. In addition to the common law rights that WeMash has acquired in and to
 14 WeMash’s WEMASH Marks due to its longstanding, continuous and extensive use
 15 of those marks, WeMash is also the owner of two (2) pending federal trademark
 16 applications for its WEMASH and WEMES marks. Printouts from the United
 17 States Patent and Trademark Office (“USPTO”) website evidencing these
 18 applications are attached as Exhibits 1 and 2, respectively, the particulars of which
 19 are summarized below:

Mark and Application No.	Filing Date	Goods/Services
WEMASH App. No. 86/320,744	Filed June 25, 2014	Class 41: Entertainment services, namely, providing webcasts and online videos in the field of music, sports and entertainment; Providing a website featuring information in the field of music, sports and entertainment; Entertainment services, namely, providing information about music, sports and entertainment via an online network (the “WEMASH Application”).

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Mark and Application No.	Filing Date	Goods/Services
<p>WEMES App. No. 86/654,939</p>	<p>Filed June 8, 2015</p>	<p>Class 9: Software and downloadable software to enable users to integrate, edit, combine, modify, enhance, create and display text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content for posting, linking and sharing through electronic messaging and transmission via a global computer network, portable and wireless networks and various platforms across multiple forms of media; Software and downloadable software to enable users to integrate, edit, combine, modify, enhance, create and display text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content that can be stored on and accessed from cloud based systems or remote network servers via a global computer network, portable and wireless networks and various platforms across multiple forms of media; Downloadable software for the integration of text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content into an interactive delivery for multimedia applications; Software and downloadable software for mobile phones, tablet computers, mobile telecommunications devices, mobile digital devices, portable devices, personal communications devices, portable media players, handheld computers and handheld electronic devices, to send and receive electronic messages, text, graphics, images, photos, moving pictures, music, audio, video, audio-video materials and other multimedia content via global communication networks, portable and wireless networks, and various platforms across multiple forms of media;</p>

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Mark and Application No.	Filing Date	Goods/Services
		<p>Class 41: Providing an online non-downloadable searchable database of text, graphics, still images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content in the fields of celebrities, news, film, politics, television, political events and affairs, sports, music, history, drama, nature and wildlife, fashion, artistic performances, beauty, science fiction and fantasy for embedding digital content into websites, social media, electronic communications, downloadable and non-downloadable digital content, electronic downloadable publications, and other digital media and design elements of others; and</p> <p>Class 42: Providing online non-downloadable software, applications and tools to enable users to integrate, edit, combine, modify, enhance, create and display text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content for posting, linking and sharing through electronic messaging and transmission via a global computer network, portable and wireless networks and various platforms across multiple forms of media; Providing online non-downloadable software, applications and tools to enable users to integrate, edit, combine, modify, enhance, create and display text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content that can be stored on and accessed from cloud based systems or remote network servers via a global computer network, portable and wireless networks and various platforms across multiple forms of media; Providing online non-downloadable software for the integration of text, graphics, images, photos, moving pictures, music, audio, video, audio-visual materials, and other multimedia content into an interactive delivery for multimedia applications” (the “WEMES Application”).</p>

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Defendants’ Wrongful and Infringing Conduct

1
2 25. WeMash is informed and believes, and on that basis alleges that
3 Defendant Pazaratz is one of the co-founders of Defendant WeMesh.

4 26. WeMash is informed and believes, and on that basis alleges that
5 Defendant WeMesh creates, develops, manufactures, markets, distributes, displays,
6 uses and/or sells multimedia and entertainment software and/or apps for the Apple
7 iPhone and/or iPad, and other platforms, including but not limited to its WeMesh
8 App (the “WeMesh App”) that allows users to synchronize their mobile devices in
9 order to watch videos together, while simultaneously communicating with each
10 other either via text messaging or VoIP (the “WeMesh Goods”).

11 27. WeMash is informed and believes, and on that basis alleges that
12 Defendant WeMesh markets, distributes and/or sells the WeMesh App at least
13 through Apple’s App Store and on Google Play.

14 28. WeMash is informed and believes, and on that basis alleges that
15 Defendant WeMesh advertises the WeMesh App for distribution in California and
16 nationwide.

17 29. WeMash is informed and believes, and on that basis alleges that the
18 WeMesh App is accessible by consumers in California, and that Defendant
19 WeMesh has distributed and/or offered to distribute the WeMesh App in California
20 and nationwide.

21 30. WeMash is informed and believes, and on that basis alleges that
22 Defendant WeMesh executed an “Apple Developer Agreement” with Apple,
23 subjecting itself to the laws of the State of California and to personal jurisdiction
24 and venue in California.

25 31. WeMash is informed and believes, and on that basis alleges that
26 Defendant WeMesh executed an “Google Play Developer Distribution Agreement”
27 with Google Inc. (“Google”), subjecting itself to the laws of the State of California
28 and to personal jurisdiction and venue in California.

1 32. In addition, WeMash is informed and believes, and on that basis alleges
2 that according to public WhoIs records, Defendant Pazaratz and Defendant
3 WeMesh, and each of them, are identified as the “owner” of the domain name
4 weme.sh, and the “owner” address identified is 250 Pall Mall, London Ontario,
5 Canada, which is believed to be Defendant Pazaratz’s personal address (“Defendant
6 Pazaratz’s Address”). WeMash is informed and believes, and on that basis alleges
7 that Defendants, and each of them, own and operate the website at <http://weme.sh>,
8 where Defendants market, distribute and/or sell the WeMesh Goods nationwide, in
9 this District, and to California residents. WeMash is further informed and believes,
10 and on that basis alleges that the domains www.wemesh.com, www.wemesh.me
11 and www.wemesh.video automatically redirect to <http://weme.sh>.

12 33. WeMash is further informed and believes, and on that basis alleges that
13 public WhoIs records for www.wemesh.com, www.wemesh.co, and
14 www.wemesh.video, and each of them, identify Defendant Pazaratz as the
15 Registrant, list Defendant Pazaratz’s Address, and identify MikePaz@gmail.com as
16 the “Registrant Email.”

17 34. WeMash is further informed and believes, and on that basis alleges that
18 public WhoIs records for www.wemesh.me and www.wemesh.tv, and each of
19 them, identify Defendant Pazaratz as the “Registrant Name,” and Defendant
20 WeMesh as the “Registrant Organization.”

21 35. WeMash is further informed and believes, and on that basis alleges that
22 in an October 16, 2015 correspondence to Plaintiff WeMash (“WeMesh Demand
23 Letter”), Defendant WeMesh’s counsel represented that “the following domain
24 names are also owned by WeMesh, all of which feature WEMESH as the primary
25 brand: www.wemesh.com; www.wemesh.ca; www.wemesh.me; www.wemesh.tv;
26 www.wemesh.co; www.wemesh.video; weme.sh; and mesh.video.”

1 36. WeMash is further informed and believes, and on that basis alleges that
2 the above domain names contain the word “WeMesh,” which is confusingly similar
3 to the WEMASH Marks.

4 37. WeMash is further informed and believes, and on that basis alleges that
5 Defendant WeMesh and/or Defendant Pazaratz registered and/or used the domains
6 www.weme.sh, www.wemesh.me, www.wemesh.tv, www.wemesh.co,
7 www.wemesh.video and www.wemesh.ca as described herein in order to divert the
8 attention of web users who are interested in Plaintiff WeMash, and drive traffic to
9 Defendants’ own site, which Defendants use to market, distribute and/or sell the
10 WeMesh Goods, by creating a likelihood of confusion as to the source,
11 sponsorship, affiliation, or endorsement of Defendants’ site;

12 38. WeMash is further informed and believes, and on that basis alleges that
13 Defendant WeMesh also markets, distributes and/or sells the WeMesh Goods
14 and/or related services nationwide, and to California residents, on a variety of
15 websites and social media networks, including but not limited to several popular
16 national websites run by California based companies such as Facebook (*see, e.g.*
17 <https://www.facebook.com/WeMeshInc>), Twitter (*see, e.g.*
18 <https://twitter.com/WeMesh>), Pinterest (*see, e.g.*
19 <https://www.pinterest.com/wemesh/>), Instagram (*see, e.g.*
20 <https://instagram.com/WeMesh/>), LinkedIn (*see, e.g.*
21 <https://www.linkedin.com/company/wemesh>) and YouTube (*see, e.g.*
22 https://www.youtube.com/channel/UChA-gNp_xl4Ni-vEnuK8dw). In addition,
23 WeMash is informed and believes, and on that basis alleges that Defendant
24 WeMesh encourages Internet users to follow Defendant WeMesh on Twitter using
25 the handle “@WeMeshInc”.

26 39. WeMash is informed and believes, and on that basis alleges that
27 promotional materials for the WeMesh App appear to feature, promote, affiliate
28 and/or incorporate entertainment content and music videos featuring artists and

1 musicians who live, work or own homes in the greater Los Angeles area in this
2 District, including but not limited to Kanye West (Hidden Hills, California), Daft
3 Punk (Beverly Hills, California), Ariana Grande (Hollywood, California), and Katy
4 Perry (Hollywood, California), just to name a few. *See, e.g.*

5 <https://www.youtube.com/watch?v=MYHnv7Eluow>.

6 40. WeMash is further informed and believes, and on that basis alleges that
7 the WeMesh App features popular music videos and other celebrity entertainment
8 content focusing on the California-centered celebrity and entertainment industries.

9 41. WeMash is further informed and believes, and on that basis alleges that
10 Defendant Pazaratz specifically promotes that the WeMesh App is used to view “a
11 lot of 90s music,” listen to songs by “Kanye West,” and watch videos on YouTube
12 (see [http://news.slashdot.org/story/15/02/18/2054258/watch-videos-in-synch-with-](http://news.slashdot.org/story/15/02/18/2054258/watch-videos-in-synch-with-fellow-ios-users-video?continuous_video=1)
13 [fellow-ios-users-video?continuous_video=1](http://news.slashdot.org/story/15/02/18/2054258/watch-videos-in-synch-with-fellow-ios-users-video?continuous_video=1)).

14 42. WeMash is informed and believes, and on that basis alleges that WeMash
15 and Defendant Pazaratz traveled to California to in or around September 2015 to
16 market, promote and/or distribute the WeMesh App. WeMash is further informed
17 and believes, and on that basis alleges that during this trip to California, Defendant
18 WeMesh, including specifically Defendant Pazaratz, met with Los Angeles-based
19 entrepreneur, photographer, videographer, and social media pioneer, Joe Venuto,
20 who created a promotional video for WeMesh featuring Defendant Pazaratz and the
21 WeMesh App, which can be viewed on YouTube at
22 <https://www.youtube.com/watch?v=td-dV8gUvfo>.

23 **Defendant WeMesh Does Not Own A Valid Trademark**

24 43. WeMash is informed and believes, and on that basis alleges that on or
25 about May 5, 2014, over four years after WeMash’s first use of any of the
26 WEMASH Mark(s), Defendant WeMesh filed an intent-to-use application with the
27 USPTO for WEMESH, Application No. 86/271,330 (the “WEMESH
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1 Application”), for the same or related goods/and or services already offered by
2 WeMash.

3 44. According to the USPTO records, Defendant WeMesh filed a statement
4 of use with respect to the WEMESH Application on or about March 12, 2015,
5 alleging a first use date of January 10, 2015, and U.S. Trademark Registration No.
6 4,757,374 was issued on June 16, 2015 (the “WEMESH Registration”), as follows:
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Mark, Application No. & Registration No.	Filing Date	Goods/Services & Alleged First Use Date
WEMESH App. No. 86/271,330 Reg. No. 4,757,374	Filed May 5, 2014 Registered June 16, 2015	Class 9: Downloadable mobile software applications for synchronizing multimedia content with audio and text communication; Computer software for synchronizing content between mobile devices First use: January 10, 2015

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15 45. The goods that Defendant WeMesh intended to provide, and/or has
16 provided under the WEMESH mark, including but not limited to those goods listed
17 in the WEMESH Registration, appear to be commercially related to, confusingly
18 similar to, and compete with the goods and services already offered by WeMash
19 under the WEMASH Marks. In addition, it appears that the goods that Defendant
20 WeMesh intended to provide, and/or has provided under the WEMESH mark,
21 including but not limited to those goods listed in the WEMESH Registration are, or
22 potentially will be, offered broadly to the same class of consumers as the consumers
23 of WeMash’s Goods/Services under the WEMASH Marks, through the same and/or
24 overlapping channels of trade.

25 46. Further, Defendant WeMesh’s WEMESH mark is confusingly similar to
26 WeMash’s WEMASH and WEMES marks. First, WeMash’s WEMASH Mark
27 only differs from WEMESH by one letter, namely the letter “A” is replaced by an
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1 “E.” Likewise, WeMash’s WEMES mark only differs from WEMESH by one
2 letter, namely the “H.” Not only are “WEMASH” and “WEMES” completely
3 arbitrary as applied to the WeMash Goods/Services, but “WEMASH” and
4 “WEMES” are fanciful words, entitled to the strongest and most broad protection.

5 47. Defendant WeMesh is not licensed or authorized in any way to use the
6 WEMASH Marks, its WEMESH mark, or any colorable imitations thereof, in
7 connection with the manufacture, marketing, distribution, display and/or sale of
8 multimedia and/or entertainment software and/or apps, or otherwise.

9 48. WeMash has been using its WEMASH mark in connection with the
10 WeMash Goods/Services since at least 2009, well before Defendant WeMesh’s
11 alleged first use date of January 10, 2015 for WEMESH. WeMash has been using
12 its WEMASH mark in commerce in connection with certain of the WeMash
13 Goods/Services since at least 2010, which predates the filing of Defendant
14 WeMash’s WEMESH Application, and is well before Defendant WeMesh’s alleged
15 first use date of January 10, 2015 for WEMESH.

16 49. On December 8, 2015, WeMash filed a Petition to Cancel the WEMESH
17 Registration with the United States Patent and Trademark Office .

18 50. Defendant WeMesh’s marketing, distribution and/or sale of products
19 bearing colorable imitations of the WeMash Marks used on and in connection with
20 the WeMash Goods/Services, is likely to deceive, confuse and mislead consumers
21 and prospective consumers into believing that the WeMesh Goods distributed by
22 Defendant WeMesh are manufactured by, authorized by, or in some manner
23 associated with WeMash, when they are not. The likelihood of confusion, mistake
24 and deception engendered by Defendant WeMesh’s misappropriation of WeMash’s
25 trademarks is causing irreparable harm to the goodwill symbolized by these marks
26 and the reputation for quality that they embody, in California and in this District.
27 On information and belief, Defendant WeMesh continues to market, distribute
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1 and/or sell WeMesh Goods that compete with the multimedia and/or entertainment
2 software and/or apps created, manufactured and distributed by WeMesh.

3 51. WeMesh is informed and believes, and on that basis alleges that
4 Defendant WeMesh willfully, intentionally and maliciously adopted and used
5 colorable imitations of WeMesh's WEMASH Marks, in connection with its
6 WeMesh Goods, that are likely to cause confusion.

7 52. WeMesh is informed and believes, and on that basis alleges that
8 Defendant WeMesh and Defendant Pazaratz are and were aware of WeMesh's
9 business activities in California and this District in the music, entertainment,
10 multimedia and technology industries.

11 **Defendant WeMesh's False Accusations to Social Media Providers**

12 53. WeMesh is informed and believes, and on that basis alleges that on or
13 about October 16, 2015 Defendant WeMesh caused the WeMesh Demand Letter to
14 be hand-delivered to a former address for Plaintiff WeMesh in Studio City,
15 California, demanding that Plaintiff WeMesh "change its branding," abandon the
16 WEMASH Application and WEMES Application and "immediately cease and
17 desist from using these trademarks." WeMesh did not receive this WeMesh
18 Demand Letter at the time, as it was sent to its former address.

19 54. On or about October 16, 2015, WeMesh received notice from Instagram,
20 Report No. 414553342088713, that WeMesh's Instagram page, @wemesapp, was
21 removed or access was disabled thereto, based on a complaint by Defendant
22 WeMesh that @wemesapp allegedly infringed its trademark rights in the
23 WEMESH mark ("the Instagram Complaint").

24 55. On or about October 14, 2015 WeMesh received notice from Apple,
25 Reference No. APP52056 ("the Apple Complaint"), that Defendant WeMesh had
26 requested that "the Wemes app owned by WeMesh, Inc. be removed from the
27 Apple App store," based on allegations that "WeMesh's use of the WeMesh and
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1 Wemes marks is infringing upon WeMesh Inc.’s trademark rights.” Further, in the
2 Apple Complaint, counsel for Defendant WeMesh admitted that “[g]iven the
3 similarity in the marks themselves, the use of the marks, and the types of services
4 offered through the parties’ respective applications, there is significant confusion as
5 to the source and origin of the services that WeMesh Inc. provides,” and that “the
6 names of the apps are confusing.”

7 56. On October 16, 2015 WeMash received notification from LinkedIn, Case
8 No. 151016-005735 (“the LinkedIn Complaint”), requesting that WeMash
9 “immediately remove the infringing content, identified as: the trademark WeMash,”
10 from its LinkedIn webpage. While the LinkedIn Complaint did not provide any
11 information regarding the complainant or the basis for the LinkedIn Complaint,
12 WeMash is informed and believes, and on that basis alleges that the LinkedIn
13 Complaint was filed by Defendant WeMesh with respect to its alleged rights in the
14 mark WEMESH.

15 57. WeMash is informed and believes, and on that basis alleges that
16 Defendant WeMesh had no good faith basis for filing the Instagram Complaint,
17 Apple Complaint and/or LinkedIn Complaint. Instead, WeMash is informed and
18 believes, and on that basis alleges that Defendant WeMesh’s Instagram Complaint,
19 Apple Complaint and/or LinkedIn Complaint are based on unfounded accusations
20 aimed at wrongfully interfering with WeMash’s use of its WEMASH Marks,
21 disrupting WeMash’s business and reputation, and the Instagram Complaint, Apple
22 Complaint and/or LinkedIn Complaint were calculated to harm, and have in fact
23 harmed WeMash’s business interests, including but not limited to its ability to
24 advertise its Wemes App.

25 58. On or about October 20, 2015, WeMash’s counsel responded to
26 Instagram, Apple and LinkedIn, informing each of them that WeMash is the
27 exclusive owner of the WEMASH Marks.
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1 59. On or about October 21, 2015, Instagram notified counsel for WeMash
2 that “Based on the information you’ve provided, we’ve restored the content that
3 was removed.”

4 60. In addition, WeMash’s counsel sent a letter to counsel for Defendant
5 WeMesh on or about October 20, 2015, asserting that WeMash is the exclusive
6 owner of rights in and to the WEMASH Marks, and that Defendant WeMesh’s
7 actions in filing the Instagram Complaint, Apple Complaint and LinkedIn
8 Complaint were calculated to harm, and have in fact harmed WeMash’s business
9 interests, including but not limited to its ability to advertise its Wemes App.

10 61. On or about October 27, 2015, WeMash’s counsel received a notification
11 from Apple that the Apple Complaint remains unresolved. To date, the LinkedIn
12 Complaint remains unresolved.

13 62. WeMash is informed and believes, and on that basis alleges that
14 Defendant WeMesh targeted Plaintiff WeMash in California by delivering the
15 WeMesh Demand Letter to Studio City, California, and selecting three California
16 companies with which to lodge its complaints: (a) Instagram Complaint (Instagram
17 is headquartered in Menlo Park, California); (b) Apple Complaint (Apple is
18 headquartered in Cupertino, California); and (c) LinkedIn Complaint (LinkedIn is
19 headquartered in Mountain View, California).

20 **FIRST CLAIM FOR RELIEF**

21 **(Federal Unfair Competition and False Designation of Origin,**

22 **15 U.S.C. § 1125(a))**

23 **(As to Defendant WeMesh)**

24 63. WeMash hereby realleges and incorporates each and every allegation
25 contained in the above paragraphs, by reference as though fully set forth herein.

26 64. WeMash owns the common law trademarks WEMASH and WEMES,
27 which are valid and subsisting, as well as the WEMASH Application and the
28 WEMES Application (together, “the Applications”). WeMash’s WEMASH and

1 WEMES marks are inherently distinctive and are uniquely associated with WeMash
2 in the minds of consumers.

3 65. Defendant WeMesh’s use, distribution, offer for sale and/or sale of
4 colorable imitations of WeMash’s WEMASH and WEMES marks, as described in
5 this Complaint, including but not limited to in connection with the
6 www.wemesh.com domain name, has caused and is likely to cause confusion,
7 deception, and mistake by creating the false and misleading impression that the
8 WeMesh Goods are manufactured or distributed by WeMash, that Defendant
9 WeMesh is affiliated, connected, or associated with WeMash, and/or that WeMash
10 has sponsored, endorsed or approved of Defendant WeMesh.

11 66. Defendant WeMesh has made false representations, false descriptions,
12 and/or false designations of WeMash’s goods in violation of 15 U.S.C. § 1125(a).
13 WeMash is informed and believes, and on that basis alleges that Defendant
14 WeMesh’s activities have caused and, unless enjoined by this Court, will continue
15 to cause a likelihood of confusion and deception of members of the trade and
16 public, as well as injury to WeMash’s goodwill and reputation as symbolized by the
17 WEMASH and WEMES common law trademarks, for which WeMash has no
18 adequate remedy at law.

19 67. Defendant WeMesh’s actions demonstrate an intentional, willful and
20 malicious intent to trade on the goodwill associated with WeMash’s WEMASH and
21 WEMES marks, to the great and irreparable injury of WeMash.

22 68. Defendant WeMesh’s conduct has caused, and is likely to continue
23 causing, substantial injury to the public and to WeMash. WeMash is entitled to
24 injunctive relief and to recover Defendant WeMesh’s profits, actual damages,
25 enhanced profits and damages, costs and reasonable attorneys’ fees under 15 U.S.C.
26 §§ 1125(a), 1116 and 1117.

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SECOND CLAIM FOR RELIEF
(Cybersquatting, 15 U.S.C. § 1125(d))
(As to All Defendants)

69. WeMash hereby realleges and incorporates each and every allegation contained in the above paragraphs by reference as though fully set forth herein.

70. WeMash’s WEMASH mark was distinctive at the time Defendant WeMesh and/or Defendant Pazaratz registered, trafficked in and/or used the www.weme.sh, www.wemesh.me, www.wemesh.tv, www.wemesh.co, www.wemesh.video and www.wemesh.ca domains (the “WeMesh Domains”) as described herein. The WeMesh Domains presently used and/or controlled by Defendant WeMesh and/or Defendant Pazaratz, as described herein, incorporate a colorable imitation of WeMash’s WEMASH mark.

71. WeMash is informed and believes, and on that basis alleges that Defendant WeMesh and/or Defendant Pazaratz registered, trafficked in and/or used the WeMesh Domains as described herein with a bad faith intent to profit from the WEMASH mark.

72. Defendants’ cyberpiracy has caused and, unless and until enjoined and restrained by order of this Court, threatens to and will continue to cause great and irreparable harm to WeMash.

73. WeMash has no adequate remedy at law, and it is entitled to injunctive relief cancelling the WeMesh Domains.

74. As a direct and proximate result of Defendants’ wrongful actions as described herein, WeMash has been damaged in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Cancellation of Federal Trademark Registration,
15 U.S.C. §§ 1119, 1052(d) and 1064)
(As to Defendant WeMesh)

75. WeMash hereby realleges and incorporates each and every allegation contained in the above paragraphs by reference as though fully set forth herein.

1 81. Defendant WeMesh maintains that WeMash's use of its WEMASH
2 and/or WEMES marks infringes trademarks or other intellectual property rights
3 owned by Defendant WeMesh.

4 82. Accordingly, there exists an immediate, real and substantial controversy
5 as to whether WeMash's use of the WEMASH Marks infringes trademarks or other
6 intellectual property rights owned by Defendant WeMesh.

7 83. WeMash has a reasonable apprehension of suit because Defendant
8 WeMesh sent letters accusing WeMash of infringement of the WEMESH and/or W
9 & Design (ribbon) marks to WeMash and to social media providers and/or other
10 internet service providers which asserted false and/or misleading statements that
11 WeMash is allegedly infringing the trademark rights of Defendant WeMesh.

12 84. WeMash denies that Defendant WeMesh has any rights in or to the
13 WEMESH mark, and denies that any rights in the WEMESH mark and/or W &
14 Design (ribbon) are infringed.

15 85. Pursuant to 28 U.S.C. §§2201 and 2202, WeMash seeks a declaratory
16 judgment that WeMash has not and does not infringe the trademarks or other
17 intellectual property rights owned by Defendant WeMesh either directly,
18 contributorily or by inducement.

19 **FIFTH CLAIM FOR RELIEF**
20 **(Statutory Unfair Competition, Cal. Bus. Prof. Code § 17200)**
21 **(As to All Defendants)**

22 86. WeMash hereby realleges and incorporates each and every allegation
23 contained in the above paragraphs by reference as though fully set forth herein.

24 87. Defendants' acts and practices, as alleged above, constitute unfair
25 competition in violation of Cal. Bus. & Prof. Code § 17200.

26 88. For example, WeMash is informed and believes, and on that basis alleges
27 that by virtue of the misconduct described herein, including but not limited to
28 contacting social media providers or other internet service providers and asserting

1 false and/or misleading statements that WeMash is infringing the trademark rights
2 of Defendant WeMesh, when such is not true in fact, Defendant WeMesh has
3 engaged in unlawful, unfair and/or fraudulent business acts and practices in
4 violation of Cal. Bus. & Prof. Code §17200

5 89. WeMash is further informed and believes, and on that basis alleges that
6 Defendants engaged in the misconduct described herein, including but not limited
7 to marketing, distributing and/or selling products bearing colorable imitations of the
8 WeMash Marks and acquiring and/or registering www.wemesh.com and/or the
9 WeMesh Domains in order to purposefully trade off the goodwill and reputation of
10 WeMash and to confuse and deceive consumers by creating the false and
11 misleading impression that Defendant WeMesh's products are manufactured,
12 produced, distributed, endorsed, sponsored, approved and/or licensed by WeMash,
13 or are associated or connected with WeMash.

14 90. WeMash is informed and believes, and on that basis alleges Defendants
15 performed the acts alleged herein for the purpose of injuring WeMash. The acts
16 alleged herein continue to this day and present a threat to WeMash, the general
17 public, the trade and consumers.

18 91. As a result of Defendants' wrongful acts, WeMash has suffered and will
19 continue to suffer loss of income, profits and valuable business opportunities and if
20 not preliminarily and permanently enjoined, Defendants will have unfairly derived
21 and will continue to unfairly derive income, profits and business opportunities as a
22 result of their wrongful acts.

23 92. Pursuant to Cal. Bus. & Prof. Code § 17200, WeMash seeks an order of
24 this Court preliminarily and permanently enjoining Defendants from continuing to
25 engage in the unlawful, unfair or fraudulent acts or practices set forth herein, as
26 well as restitution and/or disgorgement of any monies received by Defendants
27 through such acts or practices.

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SIXTH CLAIM FOR RELIEF
(Unfair Competition Under California Common Law)
(As to All Defendants)

93. WeMash hereby realleges and incorporates each and every allegation contained in the above paragraphs by reference as though fully set forth herein.

94. WeMash is informed and believes, and on that basis alleges that Defendants intended to use WeMash’s WEMASH and/or WEMES marks, or colorable imitations thereof, in a manner which is likely to confuse and mislead members of the relevant public as to the origin, sponsorship, approval or license of Defendant WeMesh’s products and as to the false association of WeMesh with WeMash. WeMash is informed and believes, and on that basis alleges that Defendants’ conduct as alleged herein was intended to confuse and mislead members of the public, and members of the public will believe that WeMash sponsored, approved or is affiliated with Defendant WeMesh and that WeMash originated, approved or licensed Defendant WeMesh’s products and/or services.

95. Defendants’ conduct alleged herein infringes WeMash’s WEMASH and WEMES trademark rights and constitutes passing off and common law unfair competition with WeMash, all of which has damaged and will continue to irreparably damage WeMash’s goodwill and reputation unless restrained by this Court. WeMash has no adequate remedy at law.

96. WeMash is informed and believes, and on that basis alleges that WeMash has suffered and continues to suffer direct and actual damages as a result of Defendants’ conduct, including but not limited to lost sales and business opportunities and damage to WeMash’s reputation and the WEMASH and WEMES marks. WeMash is entitled to recover its actual damages as well as Defendants’ profits generated from the promotion, distribution, sale and offer for sale of Defendant WeMesh’s products that bear WeMash’s WEMASH and/or WEMES marks, or colorable imitations thereof.

1 97. Because Defendants' conduct alleged herein has been intentional,
2 oppressive, malicious, fraudulent and in willful disregard of WeMash's rights,
3 WeMash is also entitled to recover punitive and exemplary damages.

4 98. WeMash has suffered, and if Defendants are not enjoined from their
5 wrongful acts of common law trademark infringement, passing off and unfair
6 competition, will continue to suffer great and irreparable injury, loss and damage to
7 its rights in and to its WEMASH and WEMES marks and the goodwill associated
8 therewith for which it has no adequate remedy at law.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, WeMash prays as follows:

11 1. Cancellation of U.S. Trademark Registration No. 4,757,374 for the mark
12 WEMESH pursuant to 15 U.S.C. § 1119;

13 2. For a declaration that:

- 14 a. Defendant WeMesh does not own valid trademark rights in the
15 WEMESH mark;
- 16 b. WeMash does not infringe and has not infringed any trademark or
17 other intellectual property allegedly owned by Defendant WeMesh
18 either directly, contributorily or by inducement; and
- 19 c. Defendants have engaged in cyberpiracy in violation of 15 USC
20 §1125(d) and the WeMesh Domains should be ordered cancelled;

21 3. Defendant WeMesh and all of its respective agents, officers, employees,
22 representatives, successors, assigns, attorneys, and all other persons acting for,
23 with, by, through or under authority from Defendant WeMesh, and all those in
24 active concert or participation with them, and each of them, be enjoined
25 preliminarily and permanently, from directly or indirectly infringing WeMash's
26 trademarks in any manner including but not limited to:

- 27 a. Making statements to social media and/or other internet service
28 providers regarding any of the WEMASH Marks or any variation

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- thereof and/or any of the WeMash Goods/Services;
- b. Using, displaying, advertising, promoting, registering, transferring, or assigning, including on or in connection with any goods or services, including but not limited to the WeMesh App, WeMesh Goods, services, promotional items, domain names and web sites, the WEMASH, WEMES and/or W & Design (crown) marks, the WEMESH Mark, or any colorable imitations thereof;
- c. Using, offering for sale, or selling, any trademark, logo, design, or source designation of any kind on or in connection with Defendant WeMesh’s goods and/or services that is likely to cause confusion, mistake, deception, or public misunderstanding that such goods are produced or provided by WeMash, are sponsored or authorized by WeMash, or are in any way connected or related to WeMash;
- d. Using, offering for sale, or selling, any trademark, logo, design, or source designation of any kind on or in connection with Defendant WeMesh’s goods that dilutes or is likely to dilute the distinctiveness of the trademarks or logos of WeMash;
- e. Passing off, palming off, or assisting in passing off or palming off Defendant WeMesh’s goods as those of WeMash, or otherwise continuing any and all acts of unfair competition as alleged in this Complaint;
- f. Engaging in acts of Federal or California statutory or common law trademark infringement, passing off or unfair competition that would damage or injure WeMash and/or the WEMASH Marks, logos, proprietary designs and/or other intellectual property.

3. Defendant WeMesh be ordered to cease offering for sale, marketing, promoting, and selling, to remove from stores and websites all products bearing Defendant WeMesh’s WEMESH mark, or any other colorable imitation, which are

1 in Defendant WeMesh's possession or have been supplied by Defendant WeMesh
2 or under its authority, to any store or customer, including, but not limited to, any
3 wholesaler, distributor, distribution center, retail store, consignor, or marketer, and
4 also to deliver to each such store or customer a copy of this Court's order as it
5 relates to said injunctive relief against Defendant WeMesh;

6 4. Defendant WeMesh be ordered to deliver up for impoundment and for
7 destruction, all games, apps, bags, boxes, labels, tags, signs, packages, advertising,
8 sample books, promotional material, stationary, software, source code or other
9 materials in the possession, custody, or under the control of Defendant WeMesh
10 and/or Defendant WeMesh' downstream distributors, bearing the WEMESH mark;

11 5. Defendant WeMesh be compelled to account to WeMesh for any and
12 all profits derived by Defendant WeMesh from the sale or distribution of infringing
13 goods as described in this Complaint;

14 6. That WeMesh be awarded restitution of any money or property
15 resulting from Defendant WeMesh's unfair and/or illegal acts as described in this
16 Complaint;

17 7. That the Court find Defendant WeMesh's acts of trademark
18 infringement and unfair competition to be knowing and willful, and exceptional
19 within the meaning of 15 U.S.C. §1117;

20 8. That, as to all claims, WeMesh be awarded damages, including its
21 actual damages, Defendant WeMesh and/or Defendant Pazaratz's profits, treble and
22 punitive damages, pre- and post-judgment interest, enhanced damages and costs, as
23 well as its attorneys' fees and costs, in an amount to be ascertained pursuant to
24 applicable laws, including, without limitation, 15 U.S.C. §1117, California law and
25 the common law;

26 9. That, pursuant to 15 U.S.C. § 1117, Defendants be ordered to pay over
27 to WeMesh statutory damages for Defendants' violation of 15 U.S.C. § 1125(d);
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JURY TRIAL DEMAND

PLEASE TAKE NOTICE that pursuant to Fed. R. Civ. P. 38(b) and L.R. 38-1, Plaintiff WeMash, Inc. hereby demands a trial by jury on all issues triable by a right to a jury trial in the above-captioned action.

Dated: January 12, 2016

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Shari Mulrooney Wollman

Shari Mulrooney Wollman
Jessica A. Wood
Attorneys for Plaintiff
WeMash, Inc.