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Filing date: **09/22/2016**

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

## Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

### Petitioner Information

Name	Gladium Limited		
Entity	Corporation	Citizenship	Cyprus
Address	Spyrou Kyprianou 14, Flat 101 Peyla, 3070 CYPRUS		

Correspondence information	Serge Krimnus Mauriel Kapouytian Woods LLP 15 West 26th Street, 7th Floor New York, NY 10010 UNITED STATES skrimnus@mkwllp.com, dsteiner@mkwllp.com, skahn@mkwllp.com Phone:212-529-3347
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### Registration Subject to Cancellation

Registration No	4537157	Registration date	05/27/2014
Registrant	CLOVER8 INVESTMENTS PTE. LTD.. 71 CLOVER CRESCENT SINGAPORE, 579232 SINGAPORE		

### Goods/Services Subject to Cancellation

Class 045. First Use: 2005/07/30 First Use In Commerce: 2006/08/01 All goods and services in the class are cancelled, namely: Internet based social networking, introduction, and dating services; Matchmaking services; Social introduction agencies
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### Grounds for Cancellation

The mark is merely descriptive	Trademark Act Sections 14(1) and 2(e)(1)
The mark is or has become generic	Trademark Act Section 14(3), or Section 23 if on Supplemental Register
Fraud on the USPTO	Trademark Act Section 14(3); In re Bose Corp., 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009)

Attachments	Petition for Cancellation w Exhibits.pdf(2704514 bytes )
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## Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address

record by First Class Mail on this date.

Signature	/Serge Krimnus/
Name	Serge Krimnus
Date	09/22/2016

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

In re Registration No. 4,537,157  
For the mark SEEKING ARRANGEMENT  
Registration Date: May 27, 2014

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Gladium Limited,	:	
	:	
Petitioner,	:	
	:	Cancellation No. _____
vs.	:	
	:	
Clover8 Investments Pte. Ltd.	:	
	:	
Registrant.	:	

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**PETITION FOR CANCELLATION**

Petitioner, Gladium Limited, a Cypriot corporation with an address at Spyrou Kyprianou 14, Flat 101, 3070 Peyla, Cyprus (the “Petitioner”), is or will be damaged by the continued registration of U.S. Registration No. 4,537,157, which, according to United States Patent and Trademark Office (“USPTO”) assignment documents, is owned by Clover8 Investments Pte. Ltd., a Singapore Private Limited Corporation with an address of 71 Clover Crescent, Singapore, Singapore 579232 (“Clover8”), and hereby petitions to cancel the same under the provisions of 15 U.S.C. § 1064.

As grounds for cancellation, Petitioner, by its Attorneys, avers as follows:

1. On May 29, 2007, Clover8’s predecessor-in-interest, InfoStream Group, Inc. (“InfoStream”); and for the sake of simplicity, Clover8 and InfoStream shall be collectively referred to as “Registrant”), submitted to the United States Patent and Trademark Office (“USPTO”) Application Ser. No. 77/191,867 to register the mark SEEKING ARRANGEMENT

in standard characters for “Matchmaking services; Social introduction agencies; Computer dating services” in class 45 (“First Application”).

2. On September 7, 2007, the Examining Attorney assigned to the First Application received authorization from the Registrant’s principal, Lead Wey, to add the following disclaimer statement to the First Application: “No claim is made to the exclusive right to use ‘ARRANGEMENT’ apart from the mark as shown.” The Examining Attorney so amended the First Application via Examiner’s Amendment on September 7, 2007.

3. The First Application subsequently registered on February 5, 2008 as U.S. Registration No. 3,377,772 (the “First Registration”).

4. On October 3, 2013, Registrant submitted to the USPTO Application Ser. No. 86/082,482 to register the mark SEEKING ARRANGEMENT for “Internet based social networking, introduction, and dating services; Matchmaking services; Social introduction agencies” in class 45 (the “Second Application”).

5. On the filing date of the Second Application, Applicant submitted a Section 2(f) Claim of Acquired Distinctiveness based on Use as follows: “The mark has become distinctive of the goods/services through the applicant's substantially exclusive and continuous use in commerce that the U.S. Congress may lawfully regulate for at least the five years immediately before the date of this statement.”

6. On January 22, 2014, the Examining Attorney received authorization from Registrant’s agent and counsel of record, Michael N. Cohen of the Cohen IP Law Group, P.C. (“Mr. Cohen”), to amend the Second Application’s Section 2(f) Claim of Acquired Distinctiveness from “in full” to “in part” as follows: “The word ‘ARRANGEMENT’ in the mark has become distinctive of the goods and/or services through the applicant's substantially

exclusive and continuous use in commerce that the U.S. Congress may lawfully regulate for at least the five years immediately before the date of this statement.” (the “Amended 2(f) Statement”). The Examining Attorney so amended the Second Application via Examiner’s Amendment on January 22, 2014.

7. The Second Application for the mark SEEKING ARRANGEMENT subsequently registered on May 27, 2014 as U.S. Registration No. 4,537,157 (the “Second Registration”).

8. The Second Registration was assigned by InfoStream to Clover8 on March 5, 2015.

9. Petitioner owns the second-level domains [arrangement.com](http://arrangement.com) and [arrangements.com](http://arrangements.com), which it acquired in or about May 2015 and March 2016, respectively, and operates websites at such domains through which it provides, among other things, Internet-based dating services.

10. On or about September 4, 2016, Registrant, through its principal, Lead Wey a.k.a. Brandon Wade, sent an email to Petitioner accusing it of “trying to compete with SeekingArrangement.com in our market space . . . in an unfair manner.” *See Exhibit A.* Registrant further threatened litigation, stating that Registrant is “in the process of putting together a lawsuit against your entity.” *Id.*

#### **FIRST BASIS FOR CANCELLATION - FRAUD**

11. Petitioner repeats and realleges the allegations contained in the preceding paragraphs of this Petition for Cancellation as if fully set forth herein.

12. On or about July 14, 2010, Registrant and its principal Lead Wey initiated a civil action in the United States District Court for the Central District of California styled *Infostream Group, Inc. v. Avid Life Media, Inc., et al.*, CV10-5166-VBF (FMO) (the “2010 Litigation”)

alleging, *inter alia*, that the defendants were infringing the First Registration. See Exhibit B (the “2010 Complaint”).

13. The 2010 Complaint alleged that, “Defendants registered the domain <arrangementseekers.com> and began to advertise and to promote an online dating website in the ‘sugar daddy’ genre, identical to Registrant’s service.” *Id.*, ¶ 21. Registrant further alleged that Defendants’ use of arrangementseekers.com was “confusingly similar” to the First Registration. *Id.*, ¶ 24.

14. The 2010 Complaint was signed by Registrant’s counsel, Mr. Cohen.

15. On or about September 27, 2011, Registrant and its principal Lead Wey entered into a Settlement Agreement with the defendants in the 2010 Litigation (the “Settlement Agreement”). See Exhibit C.<sup>1</sup>

16. In the Settlement Agreement, Registrant expressly conceded, *inter alia*, that “the name ‘Arrangement Finders’ shall serve as a suitable alternative which does not infringe upon the Seeking Arrangement Mark.” *Id.*, ¶ 2.

17. The Settlement Agreement also stated that, “the term ‘Mutually Beneficial Arrangements’ shall serve as a suitable alternative which does not infringe upon the Mutually Beneficial Relationships Mark.” *Id.*, ¶ 2.

18. On October 5, 2011, the 2010 Litigation was voluntarily dismissed. See Exhibit D.

19. Mr. Cohen was Registrant’s counsel of record in the 2010 Litigation from the time he signed the 2010 Complaint until the 2010 Litigation was voluntarily dismissed, during which time the Registrant entered into the Settlement Agreement.

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<sup>1</sup> The Settlement Agreement was included as an exhibit to a motion in a subsequent litigation.

20. Mr. Cohen was also Registrant's counsel of record in the prosecution of the Second Application, from which the Second Registration issued.

21. As explained in Paragraph 6 *supra*, Mr. Cohen authorized the Amended 2(f) Statement on January 22, 2014.

22. The Amended 2(f) Statement was false.

23. The Amended 2(f) Statement was false at least because the defendants in the 2010 Litigation were using marks containing the term "arrangement" in connection with, among other things, Internet-based dating services as of the filing date of the 2010 Complaint, which was within the five-year period preceding the date of the Amended 2(f) Statement.

24. The Amended 2(f) Statement was also false because the Settlement Agreement expressly permits the defendants in the 2010 Litigation to continue using marks containing the term "arrangement," namely, ARRANGEMENT FINDERS and MUTUALLY BENEFICIAL ARRANGEMENTS, in connection with Internet-based dating services. See Exhibit C, ¶ 2.

25. Upon information and belief, Registrant and its agent and attorney Mr. Cohen were aware that at least one other party was using marks containing the term "arrangement" in connection with Internet-based dating services when Mr. Cohen made the Amended 2(f) Statement on Registrant's behalf.

26. Registrant and its agent and attorney Mr. Cohen knew the Amended 2(f) Statement was false at least because (1) Registrant filed, and Mr. Cohen signed, the 2010 Complaint alleging that others were using marks containing the term "arrangement," and (2) Registrant entered into a Settlement Agreement—while Mr. Cohen remained counsel of record in the 2010 Litigation—that permitted another party to continue using marks containing the term "arrangement" in connection with Internet-based dating services.

27. Upon information and belief, Registrant and Mr. Cohen intended to deceive the USPTO in making the false Amended 2(f) Statement in order to obtain a registration without disclaiming the term “arrangement.”

28. The USPTO relied upon Registrant’s false Amended 2(f) Statement in registering the Second Application without a disclaimer of the term “arrangement.”

29. The USPTO would not have registered the Second Registration without a disclaimer of the term “arrangement” but for the false Amended 2(f) Statement.

### **SECOND BASIS FOR CANCELLATION – MERELY DESCRIPTIVE**

30. Petitioner repeats and realleges the allegations contained in the preceding paragraphs of this Petition for Cancellation as if fully set forth herein.

31. The word portion of the Second Registration, SEEKING ARRANGEMENT, is merely descriptive as applied to the identified services in that it merely describes a feature, characteristic, purpose, function, or intended user or consumer of those services.

32. SEEKING ARRANGEMENT has not acquired distinctiveness as applied to Registrant’s Internet-based Dating Services.

### **THIRD BASIS FOR CANCELLATION – GENERIC**

33. Petitioner repeats and realleges the allegations contained in the preceding paragraphs of this Petition for Cancellation as if fully set forth herein.

34. The term “arrangement” is generic as applied to “Internet based social networking, introduction, and dating services; Matchmaking services; Social introduction agencies” services (“Internet-based Dating Services”).

35. Many persons and entities, having no relationship to Registrant or Petitioner—including websites such as mutualarrangements.com, arrangementfinders.com,

financialarrangement.com, gayarrangement.com. and sugarsugar.com—advertise and use the term “arrangement” to refer to Internet-based Dating Services.

36. The website mutualarrangements.com has been operating since at least 2009, prior to the filing date of the Second Application.

37. The website arrangementfinders.com has been operating since at least 2011,<sup>2</sup> prior to the filing date of the Second Application. The owner of this website owns U.S. Registration No. 4,897,981 for ARRANGEMENT FINDERS in standard character form with “arrangement” disclaimed. This registration lists a date of first use of June 2011, prior to the filing date of the Second Application.

38. The website financialarrangement.com has been operating since at least 2010, prior to the filing date of the Second Application.

39. The website gayarrangement.com has been operating since at least 2007, prior to the filing date of the Second Application.

40. Each of the above websites, for many years, has been advertising and using the term “arrangement” to refer to Internet-based Dating Services.

41. The primary significance of the term “arrangement” to the relevant public is not as a trademark, but as the generic term for a type of “[n]egotiated relationship” arranged using Internet-based Dating Services like those of Registrant and Petitioner. Registrant admits this generic meaning in a dictionary it publishes on its blog. *See Exhibit E.*

#### **FOURTH BASIS FOR CANCELLATION – MERELY DESCRIPTIVE**

42. Petitioner repeats and realleges the allegations contained in the preceding paragraphs of this Petition for Cancellation as if fully set forth herein.

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<sup>2</sup> This website has been operating with Registrant’s express consent. *See* paragraph 16 *supra*.

43. In the alternative, if the Board finds that SEEKING ARRANGEMENT is not merely descriptive and the term “arrangement” is not generic as applied to Internet-based Dating Services, the term “arrangement” is merely descriptive in that it merely describes a feature, characteristic, purpose, or function of Registrant’s Internet-based Dating Services.

44. The term “arrangement” has not acquired distinctiveness as applied to Registrant’s Internet-based Dating Services.

**PRAYER FOR RELIEF**

45. Based on the First and Second Bases for Cancellation – Fraud and Merely Descriptive – Petitioner, by its attorneys, respectfully requests that the Board cancel the Second Registration in whole.

46. Based on the Third and Fourth Bases for Cancellation – Generic and Merely Descriptive, Petitioner, by its attorneys, respectfully requests that the Board cancel the Second Registration in part, namely, by requiring Registrant to disclaim the term “arrangement” in connection with Internet-based Dating Services.

Dated: September 22, 2016

Respectfully submitted,

MAURIEL KAPOUYTIAN WOODS LLP

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Attorneys for Applicant

**CERTIFICATE OF SERVICE**

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

In re Registration No. 4,537,157  
For the mark SEEKING ARRANGEMENT  
Registration Date: May 27, 2014

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Gladium Limited,	:	
	:	
Petitioner,	:	
	:	Cancellation No. _____
vs.	:	
	:	
Clover8 Investments Pte. Ltd.	:	
	:	
Registrant.	:	

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I hereby certify that a true and complete copy of the foregoing Petition for Cancellation has been served on Registrant by mailing said copy on September 22, 2016, via First Class Mail, postage prepaid, and Priority Mail Express International, to:

CLOVER8 INVESTMENTS PTE. LTD.  
71 CLOVER CRESCENT  
SINGAPORE, SINGAPORE 579232

/Serge Krimnus/  
\_\_\_\_\_  
Serge Krimnus, Esq.  
Attorney for Applicant

# EXHIBIT A

## Support

**Brandonwey70** reported 18 days ago (Sun, 4 Sep at 11:44 AM) via Portal

Created by: Tim

Subject: Acquisition of Arrangement.com and Arrangements.com

To the owner:

I realize you guys are trying to compete with SeekingArrangement.com in our market space, and it is unfortunate that you are competing in an unfair manner.

Please note that I am in the process of putting together a lawsuit against your entity. That said I would rather we not have to spend significant amounts of money paying the lawyers. If you guys would consider instead to sell both the domains Arrangement.com and Arrangements.com, please let me know.

I would be willing to pay a sum that is greater than what you guys have acquired the domains for, and that you will come out ahead.

Please email me directly.

Regards,  
Brandon Wade  
Founder and CEO  
SeekingArrangement.com

# EXHIBIT B

1 COHEN I.P. LAW GROUP, P.C.  
2 Michael N. Cohen (Cal. Bar. No. 225348)  
3 Christopher C. Barsness (Cal. Bar. No. 222861)  
4 9025 Wilshire Blvd., Suite 301  
5 Beverly Hills, California 90211  
6 Tel: 310-288-4500  
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8 michael@patentlawip.com

FILED

10 JUL 14 PM 3:34

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: \_\_\_\_\_

Attorneys for Plaintiff  
InfoStream Group, Inc.

9 UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11  
12 INFOSTREAM GROUP, INC., a Nevada  
13 Corporation,

14 Plaintiff,

15 vs.

16  
17 AVID LIFE MEDIA, INC., a foreign  
18 corporation; AVID DATING LIFE, INC. a  
19 foreign corporation, d/b/a The Ashley  
20 Madison Agency; ESTABLISHED MEN,  
21 INC., a foreign corporation;  
22 ARRANGEMENT SEEKERS, INC., a  
23 foreign corporation; Corporations 1-10,  
24 Limited Liability Companies A-Z, and  
25 DOES 1-10, inclusive,

26 Defendants.

CASE NO.:

**CV 10 5166-VBF**  
(FMO)

COMPLAINT FOR:

1. FEDERAL TRADEMARK INFRINGEMENT;
2. FEDERAL UNFAIR COMPETITION;
3. FEDERAL TRADEMARK DILUTION;
4. CALIFORNIA TRADEMARK DILUTION AND INFRINGEMENT;
5. CALIFORNIA UNFAIR BUSINESS PRACTICES;
6. CYBERPIRACY;
7. DEMAND FOR ACCOUNTING;

DEMAND FOR JURY TRIAL

27 COMES NOW, Plaintiff INFOSTREAM GROUP, INC. ("Infostream" or  
28 "Plaintiff") to hereby file its Complaint (the "Complaint") against AVID LIFE

1 MEDIA, INC., (“Avid Life”), ESTABLISHED MEN, INC., (“Established Men”),  
2 ARRANGEMENT SEEKERS, INC., (“Arrangement Seekers”); Corporations 1-10,  
3 Limited Liability Companies A-Z, and Does 1-20 (collectively, “Defendants”).  
4

5 **JURISDICTION AND VENUE**

6 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § §  
7 1331 and 133(b), in that Plaintiff’s claims arise under the Lanham Trademark Act,  
8 15 U.S.C. § 1051, et seq., and present a federal question involving unfair  
9 competition and trademarks. Additionally, this Court has diversity jurisdiction  
10 over this action as well, pursuant to 28 U.S.C. § 1332 as Plaintiff is a citizen of  
11 Nevada and all Defendants are citizens of Canada. Plaintiff’s damages exceed  
12 \$75,000.

13 2. Venue is proper in this district under 28 U.S.C. §1400(a) and §1391(b)  
14 and (c) because on information and belief a substantial part of the events and  
15 omissions giving rise to the claims asserted herein occurred within this judicial  
16 district, substantial injury occurred in this district. In addition, on information and  
17 belief venue is proper in this district pursuant to 28 U.S.C. 1391(d) as to defendants  
18 in that they are aliens residing in, located in, or existing in Toronto, Canada.

19 3. Personal jurisdiction exists over Defendants because on information  
20 and belief, and, as alleged herein, Defendants conduct business in California and in  
21 this judicial district, or otherwise avail themselves of the privileges and protections  
22 of the laws of the State of California, such that they do not offend traditional  
23 notions of fair play and due process to Defendants in the jurisdiction herein.  
24

25 **PARTIES**

26 4. Plaintiff INFOSTREAM GROUP, INC., (“Plaintiff”) is now, and was  
27 at the time of the filing of this Complaint and at all intervening times, a corporation  
28 duly organized and existing under the laws of Nevada, with its principal place of

1 business in Nevada.

2 5. Plaintiff is informed and believes that Defendant AVID LIFE MEDIA,  
3 INC. ("AVID LIFE") is a foreign corporation with its principal place of business at  
4 20 Eglinton Ave. West, Suite 1200, Toronto, Ontario, Canada M4R 1K8.

5 6. Plaintiff is informed and believes that Defendant AVID DATING  
6 LIFE, INC. ("AVID DATING") is a foreign corporation with its principal place of  
7 business at 505 University Ave, Suite 1400, Toronto, Ontario, Canada M5G 1X3.  
8 Plaintiff is further informed and believes that Defendant AVID DATING is  
9 operating under the fictitious name The Ashley Madison Agency.

10 7. Plaintiff is informed and believes that Defendant ESTABLISHED  
11 MEN, INC., ("ESTABLISHED MEN") is a foreign corporation with its principal  
12 place of business at 20 Eglinton Ave. West, Suite 1200, Toronto, Ontario, Canada  
13 M4R 1K8.

14 8. Plaintiff is informed and believes that Defendant ARRANGEMENT  
15 SEEKERS, INC., ("ARRANGEMENT SEEKERS") is a foreign corporation with  
16 its principal place of business at 20 Eglinton Ave. West, Suite 1200, Toronto,  
17 Ontario M4R 1K8.

18 9. The true names and capacities, whether individual, corporate, associate  
19 or otherwise, of Defendants herein designated by fictitious names Corporations 1-  
20 10; Limited Liability Companies A-Z; and Does 1-20, inclusive, are unknown to  
21 Plaintiff. Plaintiff therefore sues said Defendants by such fictitious names. When  
22 the true names and capacities of said Defendants have been ascertained, Plaintiff  
23 will amend this pleading accordingly.

24 10. All Defendants are corporations organized under the laws of Canada  
25 with their principal places of business in Canada. All Defendants are, therefore,  
26 citizens of Canada. All of the Defendants are agents of one another and co-  
27 conspirators and are vicariously liable for the acts alleged in the Complaint.  
28

1 11. Plaintiff further alleges that Corporations 1-10; Limited Liability  
2 Companies A-Z; and Does 1-20, inclusive, sued herein by fictitious names are  
3 jointly, severally, and concurrently liable and responsible with the named  
4 Defendants upon the causes of action hereinafter set forth.

5 12. Plaintiff is informed and believes and thereon alleges that at all times  
6 mentioned herein that Defendants, Corporations 1-10; Limited Liability Companies  
7 A-Z; and Does 1-20, inclusive, and each of them (collectively, "Defendants"), were  
8 the agents, servants and employees of every other Defendant and the acts of each  
9 Defendant, as alleged herein, were performed within the course and scope of that  
10 agency, service or employment.

11 **GENERAL ALLEGATIONS**

12 **A. Plaintiff's Reputation and Goodwill in the Relevant Industry**

13 13. Plaintiff has a United States Trademark registration for the trademark  
14 SEEKING ARRANGEMENT. Plaintiff operates a dating website at  
15 <seekingarrangement.com> where individuals can meet, converse, arrange dates, or  
16 just chat. (Exhibit A). Plaintiff has been operating this website continuously since  
17 2006. <seekingarrangement.com> is consistently rated among the top dating web  
18 sites worldwide.

19 14. On May 29, 2007, Plaintiff Infostream applied for the registration of  
20 its SEEKING ARRANGEMENT trademark. United States Trademark Registration  
21 No. 3,377,772 was issued on February 5, 2008.

22 15. Since at least as early as 2006, Plaintiff has continuously used the  
23 SEEKING ARRANGEMENT mark in commerce to promote its online dating  
24 goods and services.

25 16. Plaintiff continuously used the trademark SEEKING  
26 ARRANGEMENT in connection with the promotion, advertising and sale of  
27 multiple services provided on <seekingarrangement.com> well before the acts of  
28

1 Defendants complained of herein.

2 17. Plaintiff operates the official website <seekingarrangement.com> in  
3 connection with the promotion, advertising, and sale of its services, and operated  
4 the website before the acts of Defendants complained of herein.

5 18. Plaintiff spent hundreds of thousands of dollars and expended years of  
6 effort in advertising, promoting and developing the trademark SEEKING  
7 ARRANGEMENT, throughout the United States and internationally, during the  
8 years from 2006 through present. As a result of such advertising and expenditures,  
9 Plaintiff has created a famous mark that is recognized throughout this industry.  
10 Plaintiff has established considerable goodwill in the trademark SEEKING  
11 ARRANGEMENT. The trademark SEEKING ARRANGEMENT is a valuable  
12 asset of Plaintiff's and is of substantial worth to Plaintiff.

13 19. Many articles and television interviews evidencing the critical acclaim  
14 and considerable unsolicited media attention given to the SEEKING  
15 ARRANGEMENT dating service in national publications may be found in, without  
16 limitation, *The New York Times*, *Vanity Fair*, *U.S. News and World Report*, and  
17 *Playboy*, as well as featured in book entitled "Seeking Arrangement: The Definitive  
18 Guide to Sugar Daddy and Mutually Beneficial Relationships" which has been sold  
19 throughout the world on Amazon.com. Also, <seekingarrangement.com> has also  
20 been featured in numerous television interviews including, but not limited to, *CNN*,  
21 *ABC News 20/20*, *CBS News*, *Fox News*, *Good Morning America*, and *MSNBC*.

22 20. As a result, <seekingarrangement.com> has become a well-known and  
23 recognizable brand nationally and has become associated in the minds of consumers  
24 with online dating, and specifically in the "sugar daddy" dating community.

25 **C. Defendants' Misuse of the Property and Evidence of Damage to Plaintiff**

26 21. Upon information and belief, after <seekingarrangement.com>  
27 became famous throughout the United States, Defendants registered the domain  
28

1 <arrangementseekers.com> and began to advertise and to promote an online dating  
2 website in the “sugar daddy” genre, identical to Plaintiff’s service. (Exhibit B).

3 22. Upon information and belief, Defendants online dating site at  
4 <arrangementseekers.com> is of substantially inferior quality to Plaintiff’s famous  
5 <seekingarrangement.com> website and associated services; such that, Plaintiff’s  
6 SEEKING ARRANGEMENT mark will likely suffer negative associations through  
7 Defendants unauthorized use. Because Defendants’ goods and services are of  
8 inferior quality to Plaintiff’s goods and services, Defendants’ unauthorized use of  
9 Plaintiff’s mark will dilute Plaintiff’s famous mark.

10 23. Upon information and belief Defendants’ <arrangementseekers.com>  
11 website, as well as many of Defendants’ other websites, such as  
12 <ashleymadison.com>, heavily advertises in California, specifically, in Los  
13 Angeles, and has hundreds if not thousands of customers in Los Angeles.

14 24. Defendants’ use of the confusingly similar <arrangementseekers.com>  
15 is direct competition with Plaintiff’s SEEKING ARRANGEMENT mark for the  
16 identical class of services, and distributed through the same channels of trade, is  
17 likely to confuse consumers, and has actually caused confusion. The confusingly  
18 similar use by Defendants of Plaintiff SEEKING ARRANGEMENT mark, and the  
19 confusingly similar domain, <arrangementseekers.com>, will lead consumers to  
20 conclude that Defendants’ dating services was exclusively or jointly developed,  
21 licensed, or certified by, or is otherwise associated or affiliated with, Plaintiff’s  
22 online dating services. Consumers, especially those who learn about the  
23 Defendants’ website by word of mouth, are likely to be misled as to the source,  
24 sponsorship, or affiliation of the Defendants’ goods and services.

25 25. Upon learning of such infringement, Plaintiff contacted Defendant  
26 Avid Life at the end of 2009 and demanded that Defendants cease and desist in  
27 their infringing use of Plaintiff’s SEEKING ARRANGEMENT mark, and cease the  
28

1 use of <arrangementseekers.com> . Defendants refused to cease their activities and  
2 still continue their wrongful acts. Despite being placed on actual notice of their  
3 violations of Plaintiff's rights, Defendants have used the confusing similar  
4 <arrangementseekers.com> extensively, all without the Plaintiff's authorization or  
5 consent.

6 26. Accordingly, in this action Plaintiff seeks to permanently enjoin  
7 Defendants from using its SEEKING ARRANGEMENT mark or any confusingly  
8 similar mark or domain names, for the marketing and sale of its dating services so  
9 that Plaintiff 's SEEKING ARRANGEMENT mark can continue to serve as a  
10 unique identifier of a predictable nature and quality of goods or services coming  
11 from a single source. Defendants' unauthorized use of Plaintiff's SEEKING  
12 ARRANGEMENT mark in connection with Defendants' comparatively inferior  
13 online dating services has diluted and continues to dilute Plaintiff's mark by  
14 diminishing consumer capacity to associate the marks with the quality goods and  
15 services signified by Plaintiff's SEEKING ARRANGEMENT mark.

16 27. Despite Plaintiff's numerous attempts and negotiations to resolve the  
17 dispute amicably, Defendants persisted in using the confusingly similar  
18 <arrangementseekers.com>, leaving Plaintiff no choice but to file this Complaint.

19 **FIRST CLAIM**

20 **FEDERAL TRADEMARK INFRINGEMENT**

21 **(15 U.S.C. §§ 1114-1117; Lanham Act § 32)**

22 **(Against All Defendants)**

23 28. Plaintiff realleges and incorporates by reference each of the allegations  
24 contained in paragraph 1 through 27 of this Complaint.

25 29. The trademark SEEKING ARRANGEMENT is inherently distinctive  
26 and has, over time, also acquired secondary meaning. The public associates the  
27 trademark SEEKING ARRANGEMENT with Plaintiff's products and services.

28

1 This is a result of the trademark SEEKING ARRANGEMENT inherent  
2 distinctiveness and distinctiveness acquired through extensive advertising, sales,  
3 and use in commerce throughout the United States.

4 30. Without Plaintiff's consent, Defendants have used, in connection with  
5 the sale, offering for sale, distribution or advertising of Defendants' goods and  
6 services that infringe upon the Seeking Arrangement Mark.

7 31. These acts of trademark infringement have been committed with the  
8 intent to cause confusion, mistake, or deception, and are in violation of 15 U.S.C. §  
9 1114.

10 32. As a direct and proximate result of Defendants' infringing activities as  
11 alleged herein, Plaintiff has suffered substantial damage.

12 33. Defendant's infringement of Plaintiff's trademarks as alleged herein is  
13 an exceptional case and was intentional. Said exceptional and intentional  
14 infringement has damaged Plaintiff as described herein, entitling Plaintiff to treble  
15 its actual damages and to an award of attorneys' fees under 15 U.S.C. §§ 1117(a)  
16 and 1117(b).

17  
18 **SECOND CLAIM**

19 **FEDERAL UNFAIR COMPETITION**

20 **(False Designation of Origin and False Description)**

21 **(15 U.S.C. §1125; Lanham Act § 43(a))**

22 **(Against All Defendants)**

23 34. Plaintiff realleges and incorporates by reference each of the allegations  
24 contained in paragraphs 1 through 33 of this Complaint.

25 35. Defendant's conduct constitutes the use of the words, terms, names,  
26 symbols or devices tending falsely to describe the infringing goods and services,  
27 within the meaning of 15 U.S.C. § 1125(a)(1). Defendant's conduct is likely to  
28

1 cause confusion, mistake, or deception by or in the public as to the affiliation,  
2 connection, association, origin, sponsorship or approval of the infringing products  
3 to the detriment of Plaintiff and in violation of 15 U.S.C. § 1125(a)(1).

4  
5 **THIRD CLAIM**

6 **FEDERAL DILUTION OF FAMOUS MARK**

7 **(Federal Trademark Dilution Act of 1995)**

8 **(15 U.S.C. § 1125(c); Lanham Act § 43(a))**

9 **(Against All Defendants)**

10 36. Plaintiff realleges and incorporates by reference each of the allegations  
11 contained in paragraphs 1 through 35 of this Complaint.

12 37. Plaintiff's SEEKING ARRANGEMENT mark is distinctive and  
13 famous within the meaning of the Federal Trademark Dilution Act of 1995, 15  
14 U.S.C. § 1125(c).

15 38. Defendants' activities as alleged herein constitute dilution of  
16 distinctive quality of Defendants' trademark in violation of the Federal Trademark  
17 Dilution Act of 1995, 15 U.S.C. § 1125(c).

18 39. Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. § 1125(c).

19 40. Because Defendants willfully intended to trade on Plaintiff's  
20 reputation or to cause dilution of Plaintiff's famous trademark, Plaintiff is entitled  
21 to damages, extraordinary damages, fees and costs pursuant to 15 U.S.C. §  
22 1125(c)(2).

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**FOURTH CLAIM**

**CALIFORNIA DILUTION AND TRADEMARK INFRINGEMENT**

**(Cal. Bus. & Prof. Code §§ 14320, 14330, 14335, 14340)**

**(Against All Defendants)**

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4  
5 41. Plaintiff realleges and incorporates by reference each of the allegations  
6 contained in paragraphs 1 through 40 of this Complaint.

7 42. Defendants' intentional and blatant infringement of Plaintiff's federal  
8 and state registered trademark constitutes infringement and dilution under  
9 California Business & Professions Code §§ 14320, 14330, and 14335.

10 43. Defendants infringed the Seeking Arrangement Mark with knowledge  
11 and intent to cause confusion, mistake or deception.

12 44. Defendants' conduct is aggravated by that kind of willfulness,  
13 wantonness and malice for which California law allows the imposition of  
14 exemplary damages. That is Defendants' activities were intentional, willful,  
15 wanton, fraudulent, and without justification or excuse, and were undertaken with  
16 gross indifference to the rights of Plaintiff.

17 45. Alternatively, Defendant was reckless or grossly negligent in that  
18 Defendant's actions involved such an entire want of care as could have resulted  
19 only from an actual conscious indifference to the rights and welfare of Plaintiff.

20 46. As a direct and proximate result of Defendants' conduct, pursuant to  
21 California Business & Professions Code § 14340, Plaintiff is entitled to injunctive  
22 relief and damages in the amount of three times Defendants' profits and three times  
23 all damages suffered by Plaintiff by reason of Defendants, use, marketing and  
24 advertising of the Seeking Arrangement Mark.

**FIFTH CLAIM**

**CALIFORNIA UNFAIR COMPETITION**

**(Cal. Bus. & Prof. Code § 17200)**

**(Against All Defendants)**

1  
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5 47. Plaintiff realleges and incorporates by reference each of the allegations  
6 contained in paragraph 1 through 46 of this Complaint.

7 48. Defendants infringement of Plaintiff's Seeking Arrangement Mark  
8 constitutes "unlawful, unfair or fraudulent business act[s] or practice[s] and unfair,  
9 deceptive, untrue or misleading advertising within the meaning of California  
10 Business & Professions Code § 17200.

11 49. As a consequence of Defendants' actions, Plaintiff is entitled to  
12 injunctive relief and an order that Defendants disgorge all profits on the  
13 manufacture, use, display or sale of infringing goods.

14  
15 **SEVENTH CLAIM**

16 **Cyberpiracy Under Lanham Act § 43(d)**

17 **(Against All Defendants)**

18 50. Plaintiff realleges and incorporates by reference each of the allegations  
19 contained in paragraphs designated 1 through 49, inclusive, of this Complaint, as if  
20 fully set forth herein at length.

21 51. Plaintiff is the owner of the inherently distinctive famous Seeking  
22 Arrangement Mark.

23 52. To date Defendants have intentionally and deceptively made use of its  
24 confusingly similar domain name <arrangementseekers.com>.

25 53. Defendants, with a bad faith intention to profit from the  
26 SeekingArrangement.com Domain Name, registered, used and continue to use, a  
27 domain name, <arrangementseekers.com> this is confusingly similar to, and  
28

1 dilutive of, plaintiff's <seekingarrangement.com> domain name.

2 54. Such conduct on the part of the Defendants will cause consumer  
3 confusion as the Plaintiff's association with, affiliation with, or sponsorship of the  
4 Defendants' goods and services, and constitutes cyberpiracy pursuant to § 43(d) of  
5 the Lanham Act, 15 U.S.C. § 1125(d).

6 55. By reason of the foregoing, Plaintiff is entitled to permanent injunctive  
7 relief against Defendants restraining further use of the domain name  
8 <arrangementseekers.com>, and other confusingly similar domains, and/or  
9 ordering the forfeiture or cancellation of the domain name or the transfer of the  
10 same to Plaintiff and, after trial, to recover any damages proven to have been  
11 caused by reason of Defendants' aforesaid acts of cyberpiracy, together with all  
12 other remedies available under the Lanham Act, including, but not limited to, treble  
13 damages, disgorgement of profits, and costs and attorney's fees.

14 **EIGHTH CLAIM**

15 **ACCOUNTING**

16 **(Common Law)**

17 **(Against All Defendants)**

18 56. Plaintiff realleges and incorporates by reference each of the allegations  
19 contained in paragraphs 1 through 55 of this Complaint.

20 57. Defendants' activities, as alleged above, have violated Plaintiff's right  
21 in the Seeking Arrangement Mark under the common law.

22 58. As a direct result of its infringing activities, Defendants have been  
23 unjustly enriched through fraudulent conversion of Plaintiff's goodwill and rights in  
24 its trademark into its own profits through the sale of the infringing products and has  
25 caused Plaintiff to lose sales of its genuine goods and services.

26 59. As a direct result of Defendants' misconduct, Defendants have  
27 received substantial profits, to which Plaintiff is entitled under common law.  
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<arrangementseekers.com> domain name and any other marks or domain names confusingly similar to the SEEKING ARRANGEMENT mark alone or in combination with any other letters, words, letter strings, phrases or designs, in commerce or in connection with any goods or services;

- c. Using any word, term, name, symbol, device or combination thereof that causes or is likely to cause confusion, mistake or deception as to the affiliation or association of Defendant or its goods with Plaintiff or as to the origin of Defendants' goods or services, or any false designation of origin, false or misleading description or representation of fact;
- d. A preliminary and permanent injunction requiring the current domain name registrar or registry to transfer the <arrangementseekers.com> domain name registrations to Plaintiff;
- e. Further infringing the rights of Plaintiff in and to any of its trademarks in its Seeking Arrangement Mark products and services or otherwise damaging Plaintiff's goodwill or business reputation;
- f. Otherwise competing unfairly with Plaintiff in any manner; and
- g. Continuing to perform in any manner whatsoever any of the other acts complained of in the Complaint;

65. Adjudge that Defendants be required immediately to supply Plaintiff's counsel with a complete list of individuals and entities from whom or which it purchased, and to whom or which it sold, offered for sale, distributed, advertised or promoted, infringing goods and services as alleged in this Complaint;

66. Adjudge that Defendants, within thirty (30) days after service of the Judgment demanded herein, be required to file with this Court and serve upon Plaintiff's counsel a written report under oath setting forth in detail the manner in

1 which it has complied with the Judgment;

2 67. Adjudge that Plaintiff recover from Defendants its actual damages and  
3 lost profits in an amount of over \$1,000,000.00, that Defendants be required to  
4 account for any profits that are attributable to its illegal acts, and that Plaintiff be  
5 awarded the greater of (1) three times Defendants' profits or (2) three times any  
6 damages sustained by Plaintiff under 15 U.S.C § 1117, plus prejudgment interest;

7 68. Adjudge that Plaintiff recover from Defendants' its compensatory  
8 damages and costs pursuant to the prior Consent Decree between the parties,  
9 including without limitation statutory damages and reasonable attorneys' fees;

10 69. Impose a constructive trust on all Defendants' funds and assets that  
11 arise out of Defendants' infringing activities;

12 70. Adjudge that Defendants be required to pay Plaintiff punitive damages  
13 for its oppression, fraud, malice and gross negligence, whether grounded on proof  
14 of actual damages incurred by Plaintiff or on proof of Defendants' unjust  
15 enrichment;

16 71. Adjudge that Plaintiff be awarded its costs and disbursement incurred  
17 in connection with this action, including Plaintiff's reasonable attorneys' fees and  
18 investigative expenses; and

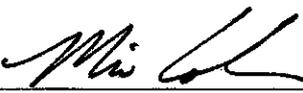
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1           72. Adjudge that all such other relief be awarded to Plaintiff as this Court  
2 deems just and proper.

3  
4 DATED: July 13, 2010

Respectfully submitted,

5  
6  
7 By: \_\_\_\_\_

  
Michael N. Cohen  
Christopher C. Barsness  
COHEN I.P. LAW GROUP, P.C.  
9025 Wilshire Blvd., Suite 301  
Beverly Hills, California 90211  
Telephone: (310) 288-4500  
Facsimile: (310) 246-9980  
Michael@patentlawip.com

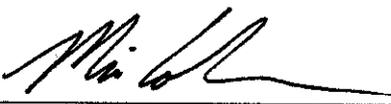
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14 Attorneys for Plaintiff  
INFOSTREAM GROUP, INC.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Infostream Group, Inc. respectfully requests a trial by jury of any and all issues on which a trial by jury is available under applicable law.

DATED: July 13, 2010

Respectfully submitted,

By: 

Michael N. Cohen  
Christopher C. Barsness  
COHEN IP LAW GROUP, P.C.  
9025 Wilshire Blvd., Suite 301  
Beverly Hills, California 90211  
Telephone: (310) 288-4500  
Facsimile: (310) 246-9980  
Michael@patentlawip.com

Attorneys for Plaintiff  
INFOSTREAM GROUP, INC.

**EXHIBIT A**

# SeekingArrangement.com<sup>TM</sup>

the Elite Sugar Daddy Dating site

Looking for Real Love?   
[SeekingMillionaire.com](http://SeekingMillionaire.com)

[What's An Arrangement](#) [How It Works](#) [Why This Works](#) [FAQ](#) [Media](#) [Blog](#) [JOIN NOW](#) [Login](#)

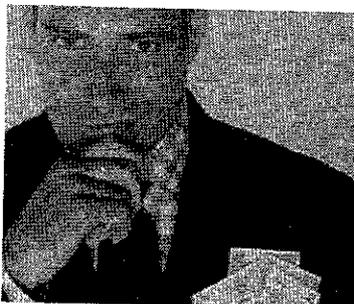
## Mutually Beneficial Relationships<sup>TM</sup>

The Premier Dating Website for Sugar Daddies, Mommies & Babies

SeekingArrangement is the premier Sugar Daddy Dating site. We are a matchmaking website for wealthy benefactors, and attractive guys & gals.



**FREE** for sugar babies and **FREE** for all to join, create a profile, and contact other members. Find, search, date, meet or get a sugar daddy now, it takes only a few minutes! [JOIN NOW >](#)



**Sugar Daddy, Mommy**  
Rich and successful. Single or married, you have no time for games. You are looking to mentor or spoil someone special - perhaps a "personal secretary"? secret lover? student? or a mistress for an extra-marital affair?



**Sugar Baby**  
Attractive, ambitious & young. Sugar Babes are college students, aspiring actresses or someone just starting out. You seek a generous Benefactor to pamper, mentor and take care of you - perhaps to help you financially?

I am Seeking a ...

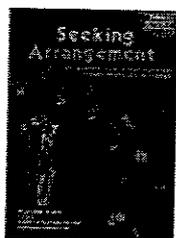
As Featured In



Buy Tickets  
August 2nd, 2010  
Hudson Terrace  
New York City

# Sugar The Party

bigger and better



**Seeking Arrangement**  
*The Definitive Guide to Sugar Daddy and Mutually Beneficial Relationships*

Written by our founder, this book smashes old stereotypes. Honest and frank about sex, money, and issues of morality, it gives us the real dope on the modern Sugar Daddy - not a rich decrepit 'captain of industry' exploiting empty-headed vixens for hedonistic pleasure, but a mature gentleman seeking fun and pleasure with women of substance. Wade doesn't champion a cause - he knows these arrangements aren't everyone's cup of... ahem... sugar. He simply prepares readers to navigate the online world of arrangements, avoiding scams and frauds, and learning to maximize satisfaction.

Visit our other dating sites: [SeekingMillionaire.com](http://SeekingMillionaire.com) (Millionaire Dating) & [SeekingFantasy.com](http://SeekingFantasy.com) (Adult Dating)

**EXHIBIT B**

http://arrangementseekers.com/

Arrangement

Get the arrangement you want  
without the commitment.

Looking for **Men**

Who live near **Las Vegas**

Between **18** and **85**

See Your Matches

Arrangement Seekers

Arrangement Seekers is the original Sugar Daddy service catering to ambitious and attractive girls seeking successful and generous benefactors to fulfill their lifestyle needs.

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Our CEO & Founder  
Contact Us  
Press & Media  
Frequently Asked Questions  
Privacy Policy  
Terms & Conditions

4:46 PM 5/28/2010

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Valerie Baker Fairbank and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

**CV10 - 5166 VBF (FMOx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

Name & Address:  
COHEN I.P. LAW GROUP, P.C.  
Michael N. Cohen  
9025 WISLHIRE BLVD., STE. 301,  
BEVERLY HILLS, CA 90211  
(310) 288-4500

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

INFOSTREAM GROUP, INC. a Nevada Corporation	CASE NUMBER
PLAINTIFF(S)	CV 10 5166-VBF (FMO)
v.	
AVID LIFE MEDIA, INC; AVID DATING LIFE, INC; ESTABLISHED MEN, INC; ARRANGEMENT SEEKERS, INC.	SUMMONS
DEFENDANT(S) <u>See Attachment</u>	

TO: DEFENDANT(S): AVID LIFE MEDIA, INC; AVID DATING LIFE, INC; ESTABLISHED MEN, INC; ARRANGEMENT SEEKERS, INC.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, MICHAEL N. COHEN, whose address is 9025 WILSHIRE BLVD., SUITE 301, BEVERLY HILLS, CA 90211. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 14 JUL 2010

By: *Manly Dan*  
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

1 COHEN I.P. LAW GROUP, P.C.  
Michael N. Cohen (Cal. Bar. No. 225348)  
2 Christopher C. Barsness (Cal. Bar. No. 222861)  
9025 Wilshire Blvd., Suite 301  
3 Beverly Hills, California 90211  
Tel: 310-288-4500  
4 Fax: 310-246-9980  
michael@patentlawip.com  
5

6 Attorneys for Plaintiff  
InfoStream Group, Inc.

7  
8  
9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11  
12 INFOSTREAM GROUP, INC., a Nevada  
13 Corporation,

14 Plaintiff,

15  
16 vs.

17 AVID LIFE MEDIA, INC., a foreign  
corporation; AVID DATING LIFE, INC. a  
18 foreign corporation, d/b/a The Ashley  
Madison Agency; ESTABLISHED MEN,  
19 INC., a foreign corporation;  
ARRANGEMENT SEEKERS, INC., a  
20 foreign corporation; Corporations 1-10,  
Limited Liability Companies A-Z, and  
21 DOES 1-10, inclusive,

22 Defendants.  
23  
24  
25

CASE NO.:

COMPLAINT FOR:

- 1. FEDERAL TRADEMARK INFRINGEMENT;
- 2. FEDERAL UNFAIR COMPETITION;
- 3. FEDERAL TRADEMARK DILUTION;
- 4. CALIFORNIA TRADEMARK DILUTION AND INFRINGEMENT;
- 5. CALIFORNIA UNFAIR BUSINESS PRACTICES;
- 6. CYBERPIRACY;
- 7. DEMAND FOR ACCOUNTING;

DEMAND FOR JURY TRIAL

26  
27 COMES NOW, Plaintiff INFOSTREAM GROUP, INC. ("Infostream" or  
28 "Plaintiff") to hereby file its Complaint (the "Complaint") against AVID LIFE

Name & Address:  
COHEN I.P. LAW GROUP, P.C.  
Michael N. Cohen  
9025 WISLHIRE BLVD., STE. 301,  
BEVERLY HILLS, CA 90211  
(310) 288-4500

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

INFOSTREAM GROUP, INC. a Nevada Corporation

CASE NUMBER

PLAINTIFF(S)

CV 10 5166-VBF(FMO)

v.

AVID LIFE MEDIA, INC; AVID DATING LIFE,  
INC; ESTABLISHED MEN, INC; ARRANGEMENT  
SEEKERS, INC.

SUMMONS

See Attachment

DEFENDANT(S).

TO: DEFENDANT(S): AVID LIFE MEDIA, INC; AVID DATING LIFE, INC; ESTABLISHED  
MEN, INC; ARRANGEMENT SEEKERS, INC.

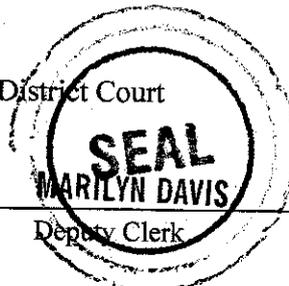
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  \_\_\_\_\_ amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, MICHAEL N. COHEN, whose address is 9025 WILSHIRE BLVD., SUITE 301, BEVERLY HILLS, CA 90211. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 14 Jul 2010

By: \_\_\_\_\_



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> INFOSTREAM GROUP, INC. a Nevada Corporation	<b>DEFENDANTS</b> AVID LIFE MEDIA, INC; AVID DATING LIFE, INC; ESTABLISHED MEN, INC; ARRANGEMENT SEEKERS, INC.
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Michael N. Cohen, COHEN I.P. LAW GROUP, P.C. 9025 WISLHIRE BLVD., STE. 301, BEVERLY HILLS, CA 90211 (310) 288-4500	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding    
  2 Removed from State Court    
  3 Remanded from Appellate Court    
  4 Reinstated or Reopened    
  5 Transferred from another district (specify):    
  6 Multi-District Litigation    
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND:  Yes    No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes    No    
 **MONEY DEMANDED IN COMPLAINT:** \$ 1,000,000.00

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV 10 5166

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	NEVADA

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	ALL DEFENDANTS RESIDE IN CANADA

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved.**

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 07/13/2010

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

# EXHIBIT C

# **EXHIBIT A**

## SETTLEMENT AGREEMENT

THIS CONFIDENTIAL AGREEMENT (the "Agreement") is made this September 27, 2011 by and between INFOSTREAM GROUP, INC., ("InfoStream"), on the one hand, and AVID DATING LIFE, INC. ("ADL"), ESTABLISHED MEN, INC. ("EMI"), and AVID LIFE MEDIA, INC., ("ALM"), on the other hand (collectively, the "Parties"). For purposes of this Agreement, ADL, EMI, and ALM, when not referred to individually, may be collectively referred to as the "Avid Parties."

### WITNESSETH:

WHEREAS InfoStream owns and operates the online dating service Seeking Arrangement (the "InfoStream Service") located at [www.seekingarrangement.com](http://www.seekingarrangement.com) (the "InfoStream Site");

WHEREAS InfoStream owns the trademarks "Seeking Arrangement" (U.S. Reg. No. 3377772) (the "Seeking Arrangement Mark" or the "InfoStream Mark") and "Mutually Beneficial Relationships" (U.S. Reg. No. 3736566) (the "Mutually Beneficial Relationships Mark") in the United States and uses those marks in connection with the InfoStream Service and the InfoStream Site;

WHEREAS ADL owns and operates the online dating service Ashley Madison (the "Ashley Madison Service") located at [www.ashleymadison.com](http://www.ashleymadison.com) (the "Ashley Madison Site");

WHEREAS ADL owns the trademark "Ashley Madison" (U.S. Reg. No. 2812950) (the "Ashley Madison Mark") in the United States and uses it in connection with the Ashley Madison Service and the Ashley Madison Site;

WHEREAS EMI owns and operates the online dating service Arrangement Seekers (the "Arrangement Seekers Service") located at [www.arrangementseekers.com](http://www.arrangementseekers.com) (the "Arrangement Seekers Site");

WHEREAS, InfoStream has commenced an action in United States District Court for the Central District of California styled *Infostream Group, Inc. v. Avid Life Media, Inc.*, et al CV10-5166-VBF (FMO) (the "California Action") alleging, *inter alia*, that The Avid Parties ADL, EMI, and ALM were infringing the InfoStream Mark by, *inter alia*, operating the Arrangement Seekers Service and the Arrangement Seekers Site (the "InfoStream Claim");

WHEREAS, the Avid Parties have filed a counterclaim in the California Action seeking to cancel the InfoStream Mark on the grounds that it is invalid and unenforceable (the "Cancellation Claim");

WHEREAS, ADL has filed a further counterclaim in the InfoStream Action alleging that InfoStream has infringed the Ashley Madison Mark by, *inter alia*, posting online articles and advertisements which use the Ashley Madison mark in a derogatory manner and without ADL's consent (the "ADL Claim");

WHEREAS ADL has commenced an action in the Ontario Superior Court of Justice bearing the style of cause: AVID DATING LIFE INC., successor in interest to The Ashley Madison Agency, Limited v. INFOSTREAM GROUP INC. carrying on business as "SeekingArrangement.com" and LEAD WEY, also known as "Brandon Wade" ("Wey") CV-10-417204 (the "Canada Action") alleging that InfoStream materially breached the terms of a Non-Disclosure Agreement it signed with ADL (the "NDA Claim").

AND WHEREAS InfoStream and Wey have counterclaimed against ADL and have further counterclaimed against ALM, NOEL BIDERMAN, GLENN GRAFF and 1502313 ONTARIO LIMITED alleging these parties materially breached the terms of the NDA.

AND WHEREAS the parties now desire the full and final settlement and resolution of any and all claims between them, including all claims and causes of action asserted (or which could have been asserted) in the California Action or the Canada Action, and all other disputes the Parties have or may have against each other, whether known or unknown, that are in existence as of the effective date of this Agreement (collectively the "Claims")

The Parties desire to resolve and settle the foregoing Claims pursuant to the terms set forth herein. By entering into this Agreement, neither Party admits any liability to the other.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. The Avid Parties agree not to challenge the validity of the "Seeking Arrangement Mark" or the "Mutually Beneficial Relationships Mark" so long as those marks are used only within the "Sugar Daddy" vertical market;
2. Within seven (7) days following execution of this Agreement by all Parties, the Avid Parties shall pay to InfoStream sixty thousand dollars (\$60,000.00) ("The Settlement Payment"). Payment should be made by check payable to Cohen IP Law Group, P.C. Trust Account.

The Settlement Payment shall relieve any obligation or liability for further payment of Avid and its current and past Officers Noel Biderman and Glenn Graff, including with respect to the Canadian Counterclaim filed by InfoStream.

Within 60 days of execution of this agreement, the Avid Parties, along with their present and future parents, subsidiaries, partners, joint ventures, agree to (1) discontinue USING (as that term is defined in Section 5 below) the terms "Arrangement Seekers" (or any iteration or confusingly similar combination of

the words "arrangement" and "seek") and "Mutually Beneficial Relationship" in any manner, and (2) assign to InfoStream any and all rights that they may have acquired in any Domain Name that incorporates such terms, and shall transfer the domains "arrangementseekers.com"; and "arrangementseekers.net". It is expressly agreed that (1) the name "Arrangement Finders" shall serve as a suitable alternative which does not infringe upon the **Seeking Arrangement Mark**; and (2) the term "Mutually Beneficial Arrangements" shall serve as a suitable alternative which does not infringe upon the **Mutually Beneficial Relationships Mark**.

3. InfoStream and Lead Wey aka Brandon Wade, along with their present and future parents, subsidiaries, partners, joint ventures, agree to discontinue **USING** any of Defendant's Intellectual Property including, without limiting the generality of the foregoing: brand images, trademarks (including, without limitation, the **Ashley Madison Mark** or any iteration or confusingly similar use of the words "Ashley" or "Madison", Established Men, confusingly similar website layouts, and/or trade dress, including without limitation, on any InfoStream website including, without limitation, seekingarrangement.com and whatsyourprice.com.
4. For purposes of this Agreement, the Parties agree that the term "**USING**" shall have the broadest interpretation possible and shall include any commercial use of the prohibited terms identified in Sections 3 and 4 of this Agreement (the "**Prohibited Terms**") including, but not limited to, the following:
  - A. Imitating, copying, or making any other infringing use or infringing distribution of the service containing the **Prohibited Terms**;
  - B. Distributing, offering for distribution, circulation, selling, offering for sale, advertising (including Google Adwords or other online advertising), importing, promoting, or displaying any product, or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any service or item bearing the **Prohibited Terms**;
  - C. Use of meta-tags or keyword stuffing using the **Prohibited Terms**;
  - D. Use of the **Prohibited Terms** in combination with each or iterations thereof from any websites, blogs, twitter feeds, or online social sites;
  - E. Using any false designation of origin or false description which can or is likely to lead the trade or public or individuals to erroneously believe that any service, product, or thing is related to, or endorsed by, the other Party to this Agreement;
  - F. Engaging in any other activity constituting an infringement of the other Party's intellectual property rights; and
  - G. Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs A through F above.
5. Additionally, the parties shall cease and desist from making public disparaging comments about each other's businesses, reputations, websites or services. Specifically each party shall take immediate action to take down any and all

negative information about the other Party and shall not defame or imply negative information via internet, in person or any through any other media and digital media means. If either Party fails to remove such content under their control and/or posts such content in the future the Party in such breach of this Agreement shall be responsible for the other Party's costs, expenses and/or legal fees as damages incurred to address the offending material and to have it removed and/or responded to.

**6. Dismissal of All Claims:**

(a) Within two (2) days of InfoStream's receipt of the payment set forth in paragraph 2 supra of this Agreement entered into by the Parties hereto, InfoStream, through counsel, shall file with the United States District Court, Central District of California a stipulation of dismissal of the entire **California Action**, including dismissal of the **InfoStream Claim**, the **Cancellation Claim**, and the **ADL Claim**.

(b) Within two (2) days of the of InfoStream's receipt of the payment set forth in paragraph 2 supra of this Agreement, Avid, through counsel, shall file with the Ontario Superior Court of Justice a consent order of the Parties who are parties to the **Canada Action** dismissing without costs the **Canada Action** including the **Counterclaim** of InfoStream.

**7. Mutual Release.** Other than as permitted herein, the Parties hereby release and forever discharge each other and, as applicable, their past and present affiliates, subsidiaries, parent corporations, related corporations, shareholders and each of their principals, employees, officers, directors, agents, attorneys, servants, successors, administrators and assigns, including, without limitation, Noel Biderman and Glen Graff (the "**Released Parties**") of and from any and all claims, acts, omissions, demands, damages, debts, liabilities, accountings, reckonings, judgments, obligations, costs, rights of action and causes of action, known and unknown, accrued or unaccrued, of every nature and kind whatsoever, which they or any of them ever had, now has, or may in the future have, against the other arising from or in any way connected with any events, facts or circumstances from the beginning of time through the present, pertaining to those events, facts or circumstances alleged in (or which could have been alleged in), comprising, or referred to in or relating to the **Claims**.

**8. Full Settlement.** This Agreement is intended as a full settlement and compromise of each and all of the claims, acts, omissions, demands, damages, debts, liabilities, accountings, reckonings, judgments, obligations, costs, rights of action and causes of action, known and unknown, accrued or unaccrued, of every nature and kind whatsoever, which each of the Parties ever had, now has or may in the future have, as against any or all of the **Released Parties** hereto pertaining to those arising from or in any way connected with any of the events, facts or circumstances alleged in (or which could have been alleged in), comprising, referred to in or relating to the **Claims**, subject to the provisions set forth herein.

Except as expressly set forth in such provisions, no such claim, act, omission, demand, damages, debt, liability, accounting, reckoning, judgment, obligation, cost, right of action or cause of action is reserved, and the Parties expressly waive any and all rights which he, she or it has or which he may have with respect to claims which he, she or it as the releasing party, does not know or suspect to exist in his, her or its favor at the time of executing this Agreement (and specifically, this release), which if known by him, her or it might have materially affected his settlement with any other party. The Parties expressly waives any and all rights under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

It is understood by each of the Parties that claims of the sort released hereinabove may exist in his, her or its favor against some person or entity released as provided hereinabove but which are not presently known, suspected or understood by the releasing party which, if known, suspected or understood by it, would have materially affected the existence, form or extent of the releases provided in this Agreement; however, that each of the releasing Parties assumes the risk of such claims and of their discovery subsequent to the execution of this Agreement. The Parties agree that the releases set forth in this Agreement shall be in all respects effective and not subject to termination, rescission (partial or total), alteration or reformation as a result of, or in connection with, any such subsequently discovered facts or claims. In the event that any waiver set forth in this Agreement, or under or pursuant to the provisions of Section 1542 of the Civil Code of the State of California, should be judicially determined to be invalid, voidable or unenforceable, for any reason, such waiver to that extent shall be severable from the remaining provisions of this Agreement, and the invalidity, voidability or unenforceability thereof shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this Agreement or any portion hereof.

The terms of the mutual release set forth herein shall not affect or in any way alter the parties' rights, obligations, covenants, promises or interests created under or pursuant to this Agreement (including in particular, but without limitation, any obligation to pay money, quitclaim rights or keep confidential this Agreement or the terms thereof) or to comply with the terms of the stipulated injunction.

9. The Parties represent and warrant that they have the right and power to enter into this Agreement and grant the assignments contained or referenced herein and that there are no other agreements with any other party in conflict herewith;

10. This Agreement reflects the settlement of claims that are denied and contested. The Parties understand and agree that by providing the consideration referred to herein and by executing and/or delivering this Agreement, The Parties do not, nor intend to, nor shall be deemed to, admit any liability, obligation, misconduct or wrongdoing of any kind or nature whatsoever, and deny any liability, obligation, misconduct or wrongdoing of any kind or nature whatsoever in connection with the Claims, or otherwise. The settlement between and among the Parties is made entirely as a compromise for the purpose of settlement of the disputes referred to herein, to avoid the annoyance and expense of disputation or litigation and to compromise, settle and extinguish all claims, acts, damages, demands, rights of action and causes of action to which the releases set forth herein pertain.
11. The Parties represent that prior to the execution of this Agreement they had the opportunity to seek the benefit of independent legal counsel of their own selection regarding the substance of this Agreement
12. Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with the Complaint and this Agreement and incurred prior to the date of execution of the Agreement.
13. The Parties mutually agree that any failure by one party to comply with the obligations under this Agreement will cause irreparable harm to the other party, and that in the event such failure to comply occurs, the non-breaching party will have the right to seek an interim, interlocutory and permanent injunction to enforce such compliance. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.
14. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of any terms or conditions of the Agreement with respect to any other or subsequent breach.
15. No party hereto shall be deemed to be in breach of this Agreement unless such party shall fail to cure any breach alleged by the other by notice in writing to such party specifying the nature of such alleged breach and the allegedly breaching party shall fail to cure such alleged breach within fifteen (15) days thereafter.
16. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties, their parents, heirs, subsidiaries, successors, and assigns.
17. With respect to the California Act, the laws of the State of California shall, in all respects, govern this Agreement, including, with limitation, the validity, construction and performance of this Agreement, without reference to any conflicts of law provisions of California law. With respect to the Canada action the laws of the Province of Ontario shall, in all respects, govern this Agreement,

including, with limitation, the validity, construction, and performance of this Agreement, without reference to any conflicts of law provisions of Ontario law.

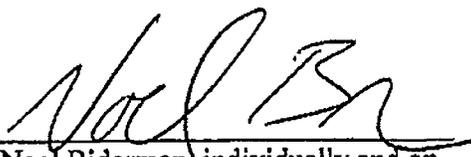
18. The language of this Agreement is a product of the mutual effort of the Parties and their attorneys. This Agreement shall be construed fairly as to all Parties, and it shall not be construed for or against any of the Parties on the basis of the extent to which that party participated in drafting it.
19. This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes all previous representations, understandings or agreements, oral or written. Any modification of this Agreement must be in writing.
20. This Agreement and any documents relating to it may be executed and transmitted to any other party by telefacsimile or scan and e-mail, which telefacsimile or scan shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

DATED: September 27, 2011

By:   
Lead Wey, individually and on behalf of Infostream Group, Inc.; the Plaintiff and Counterdefendant

DATED: September 27, 2011

By:   
Noel Biderman, individually and on behalf of Avid Dating Life Inc., Established Men, Inc, Avid Life Media Inc.; the Plaintiff and Counterdefendants

# EXHIBIT D

1 COHEN I.P. LAW GROUP, P.C.  
Michael N. Cohen (Cal. Bar. No. 225348)  
2 9025 Wilshire Blvd., Suite 301  
Beverly Hills, California 90211  
3 Tel: 310-288-4500  
Fax: 310-246-9980  
4 [michael@patentlawip.com](mailto:michael@patentlawip.com)

5 Attorneys for Plaintiff and Counterdefendant  
6 InfoStream Group, Inc.

7  
8  
9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 INFOSTREAM GROUP, INC., a Nevada  
12 Corporation,

13 Plaintiff,

14 vs.

15 AVID LIFE MEDIA, INC., a foreign  
16 corporation; AVID DATING LIFE, INC. a  
17 foreign corporation, d/b/a The Ashley  
18 Madison Agency; ESTABLISHED MEN,  
19 INC., a foreign corporation;  
ARRANGEMENT SEEKERS, INC., a  
20 foreign corporation; Corporations 1-10,  
Limited Liability Companies A-Z, and  
DOES 1-10, inclusive,

21 Defendants.

22 AVID DATING LIFE, INC., an Ontario  
23 corporation, d/b/a/ THE ASHLEY  
MADISON AGENCY; ESTABLISHED  
MED, INC., an Ontario corporation,

24 Counterclaimants,

25 vs.

26 INFOSTREAM GROUP, INC., a Nevada  
27 Corporation, and ROES 1-10, inclusive,

28 Counterdefendants.)

Case No.: CV-10-5166-VBF(FMOx)

**JOINT STIPULATION RE  
DISMISSAL OF ENTIRE ACTION**

1 WHEREAS, this Joint Stipulation for Dismissal of Entire Action is submitted  
2 by Plaintiff and Counterdefendant Infostream Group, Inc. and Defendants and  
3 Counterclaimants Avid Life Media, Inc., Avid Dating Life, Inc., and Established  
4 Men, Inc. (the "Parties");

5

6 WHEREAS, the parties have resolved their claims in this action.

7

8 Based upon the foregoing, **IT IS HEREBY STIPULATED AND**  
9 **AGREED TO** pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil  
10 Procedure, by and between the parties, through their respective counsel of record,  
11 that this entire action including all counterclaims, is hereby dismissed with  
12 prejudice. Each party shall bear his or its own attorneys fees and costs, except as  
13 otherwise allocated in the parties' settlement agreement.

14

15

Cohen I.P. Law Group, P.C.

16

17 Date: October 5, 2011

By: /s/ Michael N. Cohen

18

Michael N. Cohen  
Attorneys for Plaintiff and  
Counterdefendant  
InfoStream Group, Inc.

19

20

21

Beck, Ross, Bismonte & Finley, LLP

22

23 Date: October 5, 2011

By: /s/ Craig Alan Hansen

24

Craig Alan Hansen  
Attorneys for Defendant Avid Life Media, Inc.,  
and Defendants and Counterclaimants Avid  
Dating Life Inc. dba The Ashley Madison  
Agency, and Established Men, Inc. dba  
Arrangement Seekers

25

26

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28

# EXHIBIT E

7 DAYS AGO

## Sugar Key Terms

Posted Sep 9, 2016 Brook



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Navigating the Sugar World can be complicated, especially for newbies. Similar to millennial jargon, this growing community has it's own lingo. Often times these key terms will appear throughout the forums, in messages, blogs and conversations. Save yourself the headache and get caught up on these Sugar key terms.

SA: [SeekingArrangement.com](http://SeekingArrangement.com)

SD – Sugar Daddy

SBM – Sugar Baby Male

SBF – Sugar Baby Female

SM- Sugar Mommy

SR – Sugar Relationship

M&G – short for 'Meet and greet'

POT – meaning, potential Sugar Daddy/Sugar Mommy

The Sugar Bowl: Sugar lifestyle / Sugar dating scene

Arrangement: Negotiated relationship

Platonic Relationship – No intimacy involved

NSA – 'No strings attached' is an arrangement where intimacy occurs, but you are not necessarily exclusive or in a relationship. NSA is simply an agreed upon condition that you will both check your emotions at the door, and not let them get involved with your arrangement.

Please note, there is no transaction occurring in an NSA relationship, just two people who have agreed to have a non-traditional relationship.

FWB: Stands for 'friends with benefits' indicating a casual, sexual relationship.

Allowance – a dollar amount given to a Sugar Baby by a benefactor. Usually intended for tuition, rent, bills and living expense.

Splenda – A Sugar Daddy who simply doesn't have/or has exaggerated his economic status. He may be sweet and charming and the perfect gentleman, however, his finances, his professional life and his personal life are in disarray. Not a bad guy, just not ready for the financial commitment.

Salt Daddy/Mommy- The complete opposite of a Sugar Daddy/Mommy. A Salt Daddy is one who tries to impersonate a Sugar Daddy, but is broke and has no intention of picking up the bill, ever.

He can neither afford, nor offer a Sugar Baby any benefits.

Did I miss any? Tell us which terms you would like to see defined in our next key terms blog

Search Here...

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Anonymous on [Sugar Key Terms](#)

Anonymous on [SeekingArrangement Updates For Sugar Daddies](#)

Anonymous on [SeekingArrangement Updates For Sugar Daddies](#)

ZZZ on [Sugar Key Terms](#)

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[Perfecting Your Sugar Profile](#)

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[Motives Behind Seeking Sugar](#)

[Hire Me Daddy](#)

[3 Reasons Why "Sugar" is Sweeter than Marriage](#)

[How To: Meeting a POT Sugar Daddy](#)

[Brown and Beautiful](#)

[Handling the Sugar Baby Third-Wheel](#)

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**CATEGORY:** Discussion

**TAGS:** advice, New Sugar Baby, seekingarrangement

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