

ESTTA Tracking number: **ESTTA1040787**

Filing date: **03/09/2020**

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

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	34ED, LLC
Granted to Date of previous extension	03/11/2020
Address	2000 RIVEREDGE PKWY., SUITE 100 ATLANTA, GA 30328 UNITED STATES

Correspondence information	MICHAEL J. POWELL POWELL IP LAW, LLC 10 GLENLAKE PARKWAY SUITE 130 ATLANTA, GA 30328 UNITED STATES mjp@navigatingip.com, info@navigatingip.com 6782223444
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Applicant Information

Application No	88255756	Publication date	11/12/2019
Opposition Filing Date	03/09/2020	Opposition Period Ends	03/11/2020
Applicant	AlertPoint, LLC 1201 Roberts Boulevard Suite 100 Kennesaw, GA 30144 UNITED STATES		

Goods/Services Affected by Opposition

Class 009. First Use: 0 First Use In Commerce: 0 All goods and services in the class are opposed, namely: Crisis management system consisting of computer hardware, downloadable computersoftware for use in facilitating communication in the event of an emergency, computer peripherals, sensors, video cameras, wireless transmitters, wireless receivers, audio and visual alert beacons, and wearable alert units in the nature of encoded key cards, encoded badges, smartwatches, smartglasses, and cameras; downloadable mobile application software for use in facilitating communication in the event of an emergency

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act Section 2(d)
No bona fide intent to use mark in commerce for identified goods or services	Trademark Act Section 1(b)
Applicant not rightful owner of mark for identified goods or services	Trademark Act Section 1

Deceptiveness	Trademark Act Section 2(a)
Fraud on the USPTO	In re Bose Corp., 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009)

Mark Cited by Opposer as Basis for Opposition

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	ALERTPOINT		
Goods/Services	emergency alert notification systems (also known as crisis management systems)		

Related Proceedings	ALERTPOINT (stylized) - SN88255739; I AM AN ALERTPOINT - SN88280566; and ALERTHUB - SN88280558
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Attachments	AlertPoint Security Notice of Opposition - Final.pdf(151516 bytes) EXHIBIT A - Second Amended Verified Complaint.pdf(1023028 bytes) EXHIBIT B - 34EDs Verified Answer Defenses and Counterclaims.pdf(2429227 bytes)
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Signature	/michael j. powell/
Name	MICHAEL J. POWELL
Date	03/09/2020

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

34ED, LLC,

Opposer,

v.

ALERTPOINT, LLC,

Applicant.

Opposition No.

Serial No: 88/255,756

Mark: ALERTPOINT SECURITY

NOTICE OF OPPOSITION

Opposer, 34ED, LLC (“Opposer” or "34ED"), believes that it will be damaged by the registration of the trademark ALERTPOINT SECURITY as shown in the above-referenced trademark application and hereby opposes the same. As grounds for opposition, 34ED alleges that:

1. On or about January 9, 2019, Applicant, AlertPoint, LLC ("Applicant") filed an application seeking registration of the mark ALERTPOINT SECURITY in International Class 9 for goods that are now amended as "*Crisis management system consisting of computer hardware, downloadable computer software for use in facilitating communication in the event of an emergency, computer peripherals, sensors, video cameras, wireless transmitters, wireless receivers, audio and visual alert beacons, and wearable alert units in the nature of encoded key cards, encoded badges, smartwatches, smartglasses, and cameras; downloadable mobile application software for use in facilitating communication in the event of an emergency.*"

2. The application is based upon Applicant’s alleged bona fide intention to use the mark in commerce on or in connection with the goods in the application.

3. The Applicant claims ownership of prior U.S. Registration Number 5,633,595 (the “595 Registration”) for the mark ALERTPOINT.

4. This application was published for opposition on November 12, 2019, and 34ED has timely filed for, and the Trademark Trial and Appeal Board has granted, an extension of time to file an opposition until March 11, 2020.

5. 34ED is a limited liability company organized under the laws of Delaware and doing business as CENTEGIX. 34ED is located and doing business at 2000 Riveredge Pkwy., Suite 100, Atlanta, Georgia 30328.

6. 34ED innovates technology to save and enrich lives, including emergency alert notification systems (also known as “crisis management systems”) that are provided for use in schools as well as business, healthcare, hospitality and retail institutions for delivering alerts associated with medical, severe weather, physical conflict, and other threats or incidents.

7. Applicant is a provider of emergency alert notification systems to the same industry as Opposer. Applicant is a competitor of Opposer and has filed a lawsuit against Opposer (the “Lawsuit”), in which Applicant claims Opposer has infringed Applicant’s “ALERTBADGE” and “ALERTHUB” trademarks.¹ The Lawsuit is Civil Action No. 1:18-CV-03879-ELR and is pending in the United States District Court for the Northern District of Georgia. Attached as Exhibit A, and incorporated herein by reference, is a true and correct copy of Applicant’s “Second Amended Verified Complaint for Damages and Injunctive Relief” that was filed in the Lawsuit on or about October 18, 2019.

8. Attached as Exhibit B (“Exh. B”), and incorporated herein by reference, is a true and correct copy of “34ED’s Verified Answer and Defenses to Plaintiff AlertPoint’s Second Amended Complaint, Counterclaims, and Third-Party Complaint.” 34ED’s answer denies Applicant’s infringement claims and 34ED’s defenses raise affirmative defenses to Applicant’s Second Amended Complaint. 34ED’s counterclaims are against Applicant, David Allen (the sole

¹ Applicant has filed trademark applications seeking to register ALERTBADGE and ALERTHUB. *See*, Serial Numbers 88/280,548 and 88/280,558 respectively, which also claim the benefit of the ‘595 Registration for the mark ALERTPOINT.

member of Applicant), and EDCO-Educational Consultants, Inc. (a related company owned by Mr. Allen). The counterclaims include counts for False Designation of Origin and False and/or Misleading Descriptions under the Lanham Act – 15 U.S.C. § 1125; Trademark Infringement under Georgia Common Law and O.C.G.A. § 23-2-55; Declaratory Judgment under 28 U.S.C. § 2201 et seq.; Cancellation of Trademark Registration under 15 U.S.C. § 1119 et seq.; Unjust Enrichment; Quantum Meruit; Deceptive Trade Practices under O.C.G.A. § 10-1-370 et. seq.; and Attorneys’ Fees. Exh. B at ¶¶ 54-139.

9. As explained more fully in the detailed factual background set forth in 34ED’s counterclaims, 34ED entered into an Asset Purchase Agreement (“APA”) with Dean Olds (“Mr. Olds”) and RoomPro Technologies, Inc. (“RoomPro”). Exh. B at ¶¶ 18-40.

10. As part of 34ED’s due diligence to the APA, 34ED learned that Mr. Olds had registered the web domain name “alertpoint.com” in December 2014. Exh. B at ¶¶ 41 and 55.

11. By May of 2015, Mr. Olds and RoomPro had designed and begun using the mark ALERTPOINT as part of a logo (the “ALERTPOINT Logo”) in connection with promoting and offering for sale the RoomPro ALERT System. Exh. B at ¶¶ 42, 43, 56, and 57. The ALERTPOINT Logo is the same mark as that shown in application Serial No. 88/255,739.

12. Since at least as early as May 2015, Mr. Olds and RoomPro continuously used the trademark ALERTPOINT, the ALERTPOINT Logo, and the “alertpoint.com” web domain to market and sell the RoomPro ALERT System to potential and actual consumers. *Id.*

13. Long prior to any use of the term “ALERTPOINT” by Applicant (or Allen or EDCO) and perhaps as early as May 2015, Mr. Olds and RoomPro acquired common law trademark rights in the trademarks ALERTPOINT and the ALERTPOINT Logo for use with crisis management systems such as the RoomPro ALERT system. Exh. B at ¶ 58.

14. Through the APA, 34ED owns certain assets and intellectual property, as they existed on December 31, 2016 (referred to therein as “Purchased Assets”) including the common law

rights to the ALERTPOINT trademark and the ALERTPOINT Logo trademark. Exh. B at ¶¶ 26, 27, 59, and 60.

15. The APA was signed on July 27, 2018. Exh. B at ¶ 47. By August 14, 2018, Applicant had initiated the Lawsuit against Mr. Olds and RoomPro.

16. On or about September 18, 2020, when Applicant submitted a false Statement of Use that misled the USPTO to issue the ‘595 Registration, Applicant knew:

- That Applicant was not the exclusive owner of the ALERTPOINT mark,
- That Applicant did not own or control or possess the domain name “alertpoint.com”,
- That Olds and RoomPro had begun using the mark ALERTPOINT long prior to Applicant’s existence;
- That 34ED, Olds and RoomPro had entered into the APA; and
- That, as a result, Applicant had initiated the Lawsuit against Olds and RoomPro seeking a declaratory judgment to have the Court determine and resolve the controversy between Applicant, Olds and RoomPro as to ownership of certain rights to hardware, software and other property being used by Applicant.

Exh. B at ¶¶ 97-108.

17. On or about November 2, 2018, when Ms. Brown, Applicant’s General Counsel, registered the domain name “alertpointsecurity.com”, Applicant knew that it did not own the trademark ALERTPOINT or the domain name “alertpoint.com”. Exh. B at ¶¶ 67, 109.

18. When Applicant filed the subject application in January 2019, Applicant knowingly submitted false statements and information to the USPTO including without limitation its alleged entitlement to use the mark, its alleged bona fide intention, and the rights of others as to the ALERTPOINT SECURITY mark and its identification of the USPTO the ‘595 Registration that Applicant had recently procured through the submission of fraudulent or, at the very least false, statements and information.

19. 34ED has been very successful in the marketplace protecting over 600,000 people with more than 250,000 smart devices in 700 locations across nine states and successfully delivering

in 2019 nearly 7,000 alert notifications. Exh. B at ¶¶ 1-4.

20. 34ED is beating Applicant in the marketplace for emergency alert notification systems. Because of this success, Applicant has now embroiled 34ED unnecessarily in the Lawsuit, which otherwise is essentially a straightforward business divorce between Mr. Allen and Mr. Olds, Exh. B at ¶¶ 5-7.

21. 34ED's counterclaims against Applicant in the Lawsuit request that the Court:

- issue an order declaring that all intellectual property associated with the RoomPro ALERT System, including the Purchased Assets, are owned by 34ED;
- enter judgment declaring Applicant, Allen and EDCO are legally barred and/or equitably precluded from asserting that 34ED infringes any of their asserted rights and/or from recovering any damages;
- enter an order declaring that Applicant fraudulently obtained the '595 Registration and an order directing the United States Patent and Trademark Office ("USPTO") to cancel the '595 Registration;
- find Applicant has engaged in false designation of origin, false advertising, deceptive trade practices and unfair competition against 34ED;
- issue an order enjoining Applicant from
 - a. using the ALERTPOINT Mark, the ALERTPOINT Logo Mark, or any other copy, reproduction, or colorable imitation, or confusingly similar version of the same on or in connection with their services;
 - b. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with any of their services that is a copy, reproduction, colorable imitation, or simulation of, or confusingly similar to the trademarks, service marks, trade dresses, names, or logos of 34ED;
 - c. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with their services that is likely to cause confusion, mistake, deception, or public misunderstanding that such services are operated or provided by 34ED, RoomPro or Mr. Olds, or is sponsored or authorized by 34ED, RoomPro or Mr. Olds, or is in any way connected or related to 34ED, RoomPro or Mr. Olds; and
 - d. otherwise continuing any and all acts of false designation of origin, false advertising, unfair competition, deceptive trade practices, or false and/or misleading advertising as alleged therein.

Exh. B at ¶¶ 54-112, 128-133, and Prayer for Relief.

22. Applicant is not, and was not at the time this application was filed in January 2019, the rightful owner of the mark. Exh. B at ¶¶ 44, 45, 48, 66, 88, 95, 103, 104, 107, and 109.

23. Applicant's use of the mark is without authorization from 34ED. Exh. B at ¶¶ 62, 72, 73, 94, and 130.

24. In view of the rights and goodwill 34ED acquired through the APA in the mark, Applicant's unauthorized uses of "ALERTPOINT", including in the mark ALERTPOINT SECURITY, are likely to cause confusion, mistake and/or deception among consumers in the relevant marketplace as to an affiliation, connection or association with 34ED, or as to the origin, sponsorship, or approval of Applicant's goods, services and commercial activities by 34ED, and misrepresent the nature, characteristics, qualities and/or origin of Applicant's goods, services and commercial activities as continuing to be the same or similar to the nature, characteristics, qualities and/or origin of the Purchased Assets that 34ED acquired under the APA. Exh. B at ¶ 73, 76, 94, and 130.

25. If Applicant obtains the registration herein opposed, it would injure Opposer. Such registration would be "prima facie" evidence of the validity of the mark and of Applicant's right to exclusive use of the mark. Also, such registration would be a source of damage and injury to Opposer since such registration may provide Applicant an advantage in the Lawsuit or other action to which Applicant is not entitled.

26. Registration should, therefore, be refused because Applicant lacked at the time it filed the application, and continues to lack, a bona fide intent to use the mark in connection with the identified goods as required for registration, because Applicant's representations to the USPTO were fraudulent, or at the very least false and/or deceptive, and because Applicant's proposed use and registration of the mark is not bona fide and is likely to cause confusion, mistake and deception as to

the source of origin, association, sponsorship or endorsement of such goods and will injure Opposer.

WHEREFORE, Opposer respectfully requests that the Board sustain this opposition and deny the application for registration of the mark.

Opposer appoints as its attorneys in this proceeding Michael J. Powell of the firm Powell IP Law, LLC, 10 Glenlake Parkway, Suite 130, Atlanta, Georgia 30328, to whom all correspondence in this proceeding should be addressed.

Respectfully submitted,

Dated: March 9, 2020

POWELL IP LAW, LLC

/s/ Michael J. Powell
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Attorneys for Opposer 34ED, LLC

In the Matter of Trademark Application
Serial No: 88/255,756 for the mark ALERTPOINT SECURITY

34ED, LLC,

Opposer,

v.

ALERTPOINT, LLC,

Applicant.

Opposition No.

NOTICE OF OPPOSITION

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ALERTPOINT, LLC ,)	
)	
Plaintiff,)	
)	
v.)	Case No.:1:18-cv-03879-ELR
)	
DEAN OLDS, ROOMPRO)	
TECHNOLOGIES, INC.,)	
and 34ED, LLC,)	
)	
Defendants.)	
)	
v.)	
)	
DAVID ALLEN and EDCO-)	
EDUCATIONAL CONSULTANTS, INC.,)	
)	
Counterclaim Defendants.)	
_____)	

**SECOND AMENDED VERIFIED COMPLAINT
FOR DAMAGES AND INJUNCTIVE RELIEF**

AlertPoint, LLC (“AlertPoint”) files this Second Amended Verified Complaint for Damages and Injunctive Relief against Defendants Dean Olds, RoomPro Technologies, Inc. (“RoomPro”), and 34ED, LLC (“34ED”), pursuant to Fed. R. Civ. P. 15(a)(2), showing the Court as follows:

PARTIES AND JURISDICTION

1.

AlertPoint is a Georgia limited liability company with its principal place of business located at 1201 Roberts Boulevard, Suite 100, Kennesaw, Georgia 30144.

2.

Dean Olds is a Georgia citizen who resides and can be served at 218 Cedar Woods Way, Canton, Georgia 30114.

3.

RoomPro is a Wisconsin corporation. According to the Wisconsin Secretary of State's website, Dean Olds is the registered agent for RoomPro. Upon information and belief, Mr. Olds is also the President and sole shareholder of RoomPro.

4.

34ED is a Georgia Corporation with its principal place of business in Athens, Georgia. 34ED can be served via C T Corporation System, its registered agent, at 289 S. Culver St., Lawrenceville, Georgia, 30046.

5.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1338 because Plaintiff's claims arise from an Act of Congress relating to

copyrights. Specifically, the resolution of Plaintiff's claims requires application of the work-for-hire doctrine of the Copyright Act, 17 U.S.C. § 101 *et seq.* This Court also has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121, because Plaintiff asserts claims under the Lanham Act, 15 U.S.C. § 1125. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367 because they arise from the same nucleus of operative facts as the federal claims.

6.

This Court has personal jurisdiction over Dean Olds because he is a citizen of the State of Georgia.

7.

This Court has personal jurisdiction over RoomPro because RoomPro's principal place of business is in the State of Georgia. Alternatively, this Court has personal jurisdiction over RoomPro because the company is subject to Georgia's long-arm statute, O.C.G.A. § 9-10-91, and because the exercise of personal jurisdiction over RoomPro comports with the due process requirements of the Fourteenth Amendment of the United States Constitution. Specifically, this Court has jurisdiction over RoomPro pursuant to Georgia's long-arm statute because RoomPro transacts business within the state and/or committed a tortious act or omission within the state.

8.

This Court has personal jurisdiction over 34ED because 34ED was incorporated and maintains its principal place of business in the State of Georgia.

9.

Venue is appropriate in this district pursuant to 28 U.S.C. § 1391(b)(2) & (3) because this is the judicial district in which Dean Olds resides and in which a substantial part of the events or omissions giving rise to AlertPoint's claims against all Defendants occurred.

FACTUAL BACKGROUND

10.

AlertPoint is a privately held company that specializes in manufacturing, delivering, and implementing its proprietary crisis management technology (software and hardware, the "AlertPoint System"), which is designed specifically to help, *inter alia*, educational institutions and other facilitates (such as hotels) accelerate emergency awareness, response, and critical communication.

11.

The AlertPoint System includes a powerful blend of hardware, software, and wireless technologies that permits, *inter alia*, school teachers and administrators to quickly, accurately, and reliably notify school administrators and emergency

responders of exigent circumstances, such as an active shooter on the premises or an emergency medical situation. One of the primary functions of the AlertPoint System is to provide schools with a solution for placing the school in a “lockdown mode” as expeditiously as possible, including notifying and securing the staff, teachers, and students when there is a threat.

12.

David Allen is the sole member of AlertPoint.

13.

David Allen has been working in the education industry for more than 40 years. After graduating college he spent 5 years with Osceola County Schools in Kissimmee, Florida, where he was a Senior System Analyst Programmer writing code and operating the mainframe. He subsequently moved to Marietta, Georgia, where he worked for 11 years for Cobb County Schools, spending 6 years as the Senior Database Programmer and 5 years as the Executive Director of Network Services. During that time period, Mr. Allen managed all of the computer networks within Cobb’s 120 schools. He then transitioned to Forsyth County Schools, where he worked as the Chief Information Officer for 3 years.

14.

In 1999, Mr. Allen left his job as the Chief Information Officer for Forsyth County Schools and went to work for the Georgia Department of Education as an independent contractor specializing in educating school districts on how to link their school networks to the Department of Education.

15.

Mr. Allen also worked as an independent contractor for SunTrust Bank supervising over 300 people with respect to refreshing the bank's computer systems in connection with the Y2K (year 2000) project.

16.

In 2000, Mr. Allen began working for Dell as a Senior Technical Sales Representative for K-12 schools throughout the Southeast region of the United States.

17.

In 2005, Mr. Allen left Dell and organized EDCO-Educational Consultants, Inc. ("EDCO").

18.

Also between 2005 and 2010, Mr. Allen worked as a technology consultant for K-12 schools specializing in audio/visual teaching aides.

19.

Towards the end of 2010, Mr. Allen elected to dedicate all of his efforts to EDCO, where he remains the President, CEO, and sole shareholder.

20.

EDCO primarily sells educational audio/video technology solutions to schools in the K-12 marketplace.

21.

RoomPro also sells audio/video technology for use in schools, conference rooms, and training rooms. Specifically, RoomPro specializes in the sale of the “RoomPro System,” which is a projector mount that comes equipped with four speakers. The RoomPro System, *inter alia*, monitors the activity of the projector bulb and estimates remaining bulb life.

22.

In 2011, EDCO began selling RoomPro Systems that it purchased from RoomPro to schools in the K-12 marketplace. As a result, Mr. Allen and Mr. Olds talked on a semi-regular basis about their respective businesses and the industry as a whole.

23.

During 2012, Mr. Allen and Mr. Olds discussed the possibility of entering into a joint venture focused on providing educational tools to the K-12 marketplace that utilized 3-D technology. Those efforts never came to fruition.

24.

During this time frame, Mr. Allen also had the idea to create an emergency alert notification system that could be utilized in schools. Mr. Allen shared his idea with Mr. Olds and the two men subsequently began discussing options to bring Mr. Allen's idea to the marketplace. They discussed utilizing different features, nesting options, and functionality.

25.

In the fall of 2015, Dean Olds relocated from Wisconsin to Georgia for the purpose of working on the AlertPoint System with David Allen. Prior to relocating, Mr. Olds and Mr. Allen had begun discussing different ways to structure a new company dedicated to marketing and selling the AlertPoint System, including issues such as the division of equity and capital contributions.

26.

After relocating to Georgia, Dean Olds was provided office space in a building owned by EDCO and subsequently in EDCO's office for the purpose of working on the AlertPoint System with David Allen and other EDCO employees.

27.

Neither Dean Olds nor RoomPro were charged rent for use of the space owned by Mr. Allen or EDCO.

28.

After relocating to Georgia, Dean Olds represented to David Allen that Mr. Olds and Mike Matera were working exclusively on the development of the AlertPoint System.

29.

After relocating to Georgia, Dean Olds worked regularly at EDCO's offices.

30.

David Allen had the ability to and did assign tasks related to the development of the AlertPoint System to Mr. Olds and Mr. Matera. Specifically, Mr. Olds was tasked with managing and supervising EDCO and AlertPoint employees, as well as supervising the independent contractors regarding the development of AlertPoint software and hardware. Mr. Olds reported to David Allen concerning any significant

changes or issues regarding the drafting of software and/or development of hardware for the AlertPoint System.

31.

In 2016, EDCO began reimbursing RoomPro's and Dean Olds' expenses incurred in connection with the development of the emergency alert notification system, including, but not limited to, paying invoices for software programming work performed as early as May 2016.

32.

In July 2016, EDCO began covering all of RoomPro's and Dean Olds' expenses incurred in connection with the development of the emergency alert notification system, including, but not limited to: (1) paying the salaries of Dean Olds and Mike Matera; (2) reimbursing RoomPro for payroll taxes, social security withholdings, and other financial obligations incurred in connection with salary payments made to RoomPro's W-2 employees who were working on the AlertPoint System; and (3) reimbursing RoomPro for the costs and expenses of paying independent contractors to write software code and develop and manufacture hardware for the AlertPoint System.

33.

EDCO provided office space, materials, and support staff for Dean Olds' and Mike Matera's work on the AlertPoint System.

34.

David Allen regularly assigned work tasks to Dean Olds and Mike Matera related to the development of the AlertPoint System.

35.

During 2016, Dean Olds continued to be responsible for managing and supervising EDCO and AlertPoint employees, as well as supervising the independent contractors regarding the development of AlertPoint software and hardware.

36.

Any copyrightable work product created by Dean Olds and Mike Matera after July 2016 was done on a work-for-hire basis.

37.

In an effort to facilitate the development of the AlertPoint System, EDCO also hired Ramakrishnan Manivannan on December 1, 2016. Mr. Manivannan worked exclusively on the AlertPoint System, including, but not limited to working on the hubs utilized by the AlertPoint System, inspecting the school sites, and preparing the

schematics for the AlertPoint System installation. Mr. Manivannan was paid by EDCO as a W-2 employee. Any copyrightable work product created by Mr. Manivannan was done so on a work-for-hire basis. Mr. Manivannan has never worked for RoomPro.

38.

AlertPoint was officially organized on December 1, 2016. David Allen was identified as the sole member.

39.

David Allen and Dean Olds served as AlertPoint's CEO and President, respectively.

40.

Dean Olds was a corporate officer at AlertPoint.

41.

After AlertPoint was organized, it assumed the legal obligation to repay EDCO for all expenditures EDCO had incurred in connection with the development of the AlertPoint System in exchange for an assignment of EDCO's rights to any and all assets, including intellectual property, patents, trademarks, trade dress, copyrights, and trade secrets associated with the AlertPoint System.

42.

On December 6, 2016, Dean Olds executed a letter from AlertPoint to one of the local school systems regarding the AlertPoint System, in which Mr. Olds represented that “AlertPoint is the exclusive provider of the AlertPoint crisis management software and associated hardware” and that AlertPoint “holds all applicable rights to the product.”

43.

As of December 2016, the software for the AlertPoint System had still not been completed.

44.

In January 2017, Dean Olds and Mike Matera officially became AlertPoint employees. However, prior to this time, and at least as early as July 2016, EDCO and/or AlertPoint treated Dean Olds and Mike Matera as EDCO/AlertPoint employees.

45.

To further assist with the development of the AlertPoint System, AlertPoint also hired Ali Asghari as a W-2 employee.

46.

Mr. Asghari worked for AlertPoint from May 5, 2017, to December 31, 2017.

47.

During his time with AlertPoint, Mr. Asghari worked as the Vice President of Technology where he wrote code for AlertPoint software and firmware, including for the infrastructure architecture and the mobile application.

48.

The code written by Mr. Ashargi for the AlertPoint System was written on a work-for-hire basis.

49.

Mr. Asghari has never worked for RoomPro as a contractor or an employee.

50.

On May 31, 2017, Mr. Manivannan officially transitioned from an EDCO employee to an AlertPoint employee, where he continued to perform the same tasks with respect to the AlertPoint System.

51.

Mr. Manivannan has never worked for RoomPro.

52.

To assist with the development of the AlertPoint System, AlertPoint retained EFS Solutions, Inc. (“EFS”) as an independent contractor for the time period beginning on June 5, 2017, and ending on April 13, 2018. Upon information and

belief, during that time, EFS worked exclusively on the AlertPoint System, including, but not limited to writing firmware for the AlertPoint System. Neither EFS, nor EFS's only employee, Michael Bartholomew, have ever worked for RoomPro.

53.

AlertPoint also hired Naveen Baskaran to help with the development of the AlertPoint System. Mr. Baskaran worked for AlertPoint as an independent contractor from August 17, 2017, through January 6, 2018. On January 8, 2018, Mr. Baskaran became a W-2 employee at AlertPoint. Since August 2017, Mr. Baskaran has worked exclusively on the AlertPoint System, including, but not limited to testing equipment and constructing hubs for the AlertPoint System. The work Mr. Baskaran has performed has been on a work-for-hire basis. Mr. Baskaran has never worked for RoomPro.

54.

AlertPoint began performing beta testing of the AlertPoint System in a school setting in early 2017.

55.

AlertPoint continued to make changes to the software for the AlertPoint System during the beta testing.

56.

On November 29, 2017, AlertPoint filed a provisional patent application at the United States Patent and Trademark Office for the AlertPoint System, in which David Allen was identified as the inventor of the AlertPoint System.

57.

Changes continued to be made to the software up through and until the installation of the AlertPoint System in another area school in early 2018.

58.

To date, AlertPoint has spent more than \$1.7 million on the development of the AlertPoint System.

59.

Portions of the software and firmware for the AlertPoint System were written by contract software developers and software development companies, including, but not limited to, Mohammed Lakkadshaw, Gadgeon, EFS, Project Drivers, and Ali Asghari.

60.

EDCO / AlertPoint paid for software and firmware written as early as May 2016 by the software developers and software development companies.

61.

While an officer of AlertPoint, Dean Olds purportedly obtained assignments from some of the software developers and software development companies for intellectual property that EDCO / AlertPoint paid for that is utilized by the AlertPoint System.

62.

On or about July 19, 2018, Mohammed Lakkadshaw purportedly assigned to RoomPro the intellectual property rights in and to such software technology, documentation, and related information that was created by Mr. Lakkadshaw and allegedly delivered to RoomPro for work performed prior to January 1, 2017 (the “Lakkadshaw Assignment”).

63.

EDCO / AlertPoint paid for some if not all of the work product purportedly covered by the Lakkadshaw Assignment.

64.

On or about July 10, 2018, Gadgeon purportedly assigned to RoomPro the intellectual property rights in and to such software technology, documentation, and related information that was created by Gadgeon and allegedly delivered to RoomPro for work performed prior to January 1, 2017 (the “Gadgeon Assignment”).

65.

EDCO / AlertPoint paid for some if not all of the work product purportedly covered by the Gadgeon Assignment that is utilized in and by the AlertPoint System.

66.

Dean Olds did not inform AlertPoint of these assignments.

67.

Dean Olds obtained these assignments as part of a scheme to covertly transfer AlertPoint's assets to 34ED and then join 34ED in benefiting from AlertPoint's assets and competing against AlertPoint.

68.

34ED and its counsel actively assisted Dean Olds in the preparation of and negotiations surrounding these assignments.

69.

Dean Olds planned and perpetrated this scheme together with 34ED, while he was an officer of AlertPoint.

70.

The scheme began, at the latest, in the Spring of 2017, when Dean Olds, while an employee and officer of AlertPoint, began negotiating with 34ED for the sale of certain software, hardware, software and hardware designs, programmers' notes,

technical descriptions, and specifications related to and utilized by the AlertPoint System.

71.

Dean Olds did not inform David Allen that he was negotiating with 34ED. Nor did Mr. Olds inform Mr. Allen that 34ED was interested in acquiring assets associated with the AlertPoint System.

72.

During the negotiations, 34ED knew that Dean Olds was an officer of AlertPoint and that Mr. Olds owed AlertPoint a fiduciary duty.

73.

During the negotiations, Dean Olds and 34ED discussed, *inter alia*: Mr. Olds' covertly obtaining assignments of intellectual property rights associated with the AlertPoint system that AlertPoint paid for; Mr. Olds' transferring these rights and other intellectual property rights paid for and owned by AlertPoint to 34ED; exploiting these rights and other assets associated with the AlertPoint System and using them to usurp AlertPoint's business opportunities; and, after these transfers had occurred, extorting David Allen and AlertPoint to pay 34ED a license fee to use the AlertPoint assets that were tortiously transferred away and assign their remaining rights to the AlertPoint System.

74.

During the negotiations with 34ED, Dean Olds disclosed to 34ED a complete technical description of all the components in the AlertPoint System, including the hardware, software and firmware.

75.

On July 7, 2018, Dean Olds and RoomPro executed a Letter of Intent to sell 34ED intellectual property rights and other assets associated with the AlertPoint System.

76.

Then, to consummate their scheme, on July 27, 2018, while Dean Olds was still an officer of AlertPoint, Mr. Olds and RoomPro entered into an Asset Purchase Agreement with 34ED. In the Asset Purchase Agreement, Mr. Olds and RoomPro purported to sell AlertPoint's assets associated with the AlertPoint System to 34ED, in furtherance of Defendants' scheme.

77.

As of July 27, 2018, 34ED did not have a product that competed with the AlertPoint System. At some point after July 27, 2018, 34ED began marketing a product that directly competes with the AlertPoint System.

78.

On August 1, 2018, Dean Olds resigned as an employee of AlertPoint.

79.

In his resignation letter, Dean Olds claimed to own, either individually or through RoomPro, some of the “technology” utilized by the AlertPoint System. In addition, Mr. Olds purported to terminate AlertPoint’s rights to utilize said “technology.” A true and correct copy of the letter is attached hereto as **Exhibit A**.

80.

In Dean Olds’ August 1, 2018 letter to AlertPoint, Mr. Olds does not challenge AlertPoint’s ownership of software written for the AlertPoint System after Mr. Olds officially became an AlertPoint employee on January 1, 2017.

81.

On August 7, 2018, AlertPoint received a letter from counsel for 34ED. A true and correct copy of the letter is attached hereto as **Exhibit B**.

82.

In the letter, counsel for 34ED represents that RoomPro and Dean Olds purportedly sold 34ED certain assets, including software, hardware, software and hardware designs, programmers’ notes, technical descriptions, and specifications related to the AlertPoint System. In addition, counsel for 34ED stated that 34ED

would only “allow” AlertPoint to continue to use its AlertPoint System if, *inter alia*, it: (i) transferred to 34ED all right, title, and interest in and to the AlertPoint System, including all intellectual property rights therein; and (ii) entered into a **five-year** agreement with 34ED whereby AlertPoint would pay 34ED for the use of the AlertPoint System.

83.

The software supporting the AlertPoint System is radically different than the software supporting any of RoomPro’s products. In addition, the software supporting the AlertPoint System has changed dramatically over time, *i.e.*, the software supporting the AlertPoint System as of July 1, 2016, is substantially different than the software supporting the AlertPoint System as of January 1, 2018.

84.

The software supporting the AlertPoint System is neither interchangeable with nor will support the RoomPro products.

85.

RoomPro, Dean Olds, and 34ED now claim that they—not AlertPoint—own the software supporting the AlertPoint System that EDCO and/or AlertPoint paid for.

86.

Defendants are exploiting AlertPoint's assets, trade secrets, and intellectual property associated with the AlertPoint System and using them to sell 34ED's competing product.

87.

Defendants are also infringing trademarks of AlertPoint to market and sell their competing product.

COUNT I
DECLARATORY JUDGMENT
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

88.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

89.

A substantial controversy exists between AlertPoint, on one hand, and Dean Olds, RoomPro, and 34ED, on the other, regarding the ownership of the hardware and software associated with the AlertPoint System.

90.

Dean Olds, RoomPro, and 34ED have taken the position that they own at least some of the hardware and software associated with the AlertPoint System. In

contrast, AlertPoint has paid for and believes that it owns the hardware and software associated with the AlertPoint System. Thus, AlertPoint, Dean Olds, Room Pro, and 34ED have adverse legal interests.

91.

At Dean Olds' request, beginning in July 2016, AlertPoint began advancing funds to RoomPro so that RoomPro could pay invoices submitted by, *inter alia*, Gadgeon and Mahammed Lakkadshaw, for the cost of the development and creation of the AlertPoint hardware and software.

92.

On August 7, 2018, AlertPoint received notice that Dean Olds and RoomPro purportedly sold some of the hardware and software associated with the AlertPoint System to 34ED.

93.

Dean Olds, RoomPro, and 34ED have all instructed AlertPoint that it must cease and desist from utilizing the AlertPoint System—a system that AlertPoint spent over \$1.7 million creating. Thus, there is sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

94.

AlertPoint requests that the Court issue a declaratory judgment finding that AlertPoint owns the hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets associated with the AlertPoint System that was created on a work-for-hire basis and paid for by AlertPoint.

95.

Alternatively, AlertPoint requests that the Court issue a declaratory judgment finding that AlertPoint has an implied, non-exclusive, irrevocable license to use the hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets associated with the AlertPoint System.

COUNT II
UNJUST ENRICHMENT
(ALTERNATIVE COUNT)
(AGAINST DEAN OLDS AND ROOMPRO)

96.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

97.

AlertPoint invested over \$1.7 million in connection with the development of the AlertPoint System. If the Court finds that any of the hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, or intellectual property, including patents, trademarks, trade dress, copyrights, or trade secrets associated with the AlertPoint System, that EDCO and/or AlertPoint paid for belong to Dean Olds or RoomPro, then AlertPoint is entitled to recover from RoomPro and/or Dean Olds the reasonable value of that software.

98.

RoomPro and Dean Olds induced AlertPoint to confer something of value to RoomPro and Dean Olds, namely the over \$1.7 million invested in the development of the alert notification system.

99.

AlertPoint conferred the above value upon RoomPro and Dean Olds with the expectation of receiving ownership of the alert notification system and its attendant hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets.

100.

RoomPro and Dean Olds were aware of the benefit conferred upon them by AlertPoint in the form of the over \$1.7 million invested in the development of the alert notification system and affirmatively chose to accept such value and/or failed to reject it.

101.

AlertPoint is entitled to recover the full value of the benefit conferred upon RoomPro and Dean Olds, in the form of the greater of the fair market value of the alert notification system or the amount AlertPoint invested in the development of the system, as an equitable remedy to prevent RoomPro's and Dean Olds' unjust enrichment.

COUNT III
QUANTUM MERUIT
(ALTERNATIVE COUNT)
(AGAINST DEAN OLDS AND ROOMPRO)

102

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

103.

AlertPoint invested over \$1.7 million in connection with the development of the AlertPoint System. If the Court finds that any of the hardware, software,

software and hardware designs, programmers' notes, technical descriptions, specifications, or intellectual property, including patents, trademarks, trade dress, copyrights, or trade secrets associated with the AlertPoint System, that EDCO and/or AlertPoint paid for belong to Dean Olds or RoomPro, then AlertPoint is entitled to recover in quantum meruit from RoomPro and/or Dean Olds.

104.

AlertPoint provided valuable services to RoomPro and Dean Olds in the form of the investment of over \$1.7 million in the development of the alert notification system.

105.

RoomPro and Dean Olds accepted the over \$1.7 million invested by AlertPoint in the development of the alert notification system.

106.

AlertPoint expected to receive ownership of the alert notification system and its attendant hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets as of the time AlertPoint conferred value to RoomPro and Dean Olds.

107.

It would be unjust to deprive AlertPoint of compensation for the value provided to RoomPro and Dean Olds in connection with the development of the AlertPoint System.

108.

AlertPoint is entitled to recover the full value of the benefit conferred upon RoomPro and Dean Olds, in the form of the greater of the fair market value of the AlertPoint System or the amount AlertPoint invested in the development of the system, as quantum meruit.

COUNT IV
BREACH OF FIDUCIARY DUTY
(AGAINST DEAN OLDS)

109.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

110.

Dean Olds owed AlertPoint a fiduciary duty as an officer of the company.

111.

Dean Olds also owed AlertPoint a fiduciary duty because he had the ability to and did, in fact, legally bind the company.

112.

As an officer of the company, Dean Olds also owed AlertPoint the following duties:

- (a) Duty of loyalty;
- (b) Duty of full disclosure;
- (c) Duty of good faith and fidelity;
- (d) Duty to act fairly;
- (e) Duty of confidentiality;
- (f) Duty of care;
- (g) Duty of faithfulness to the principal; and
- (h) Duty to provide accurate information.

113.

Dean Olds breached his fiduciary duty to AlertPoint by negotiating with other companies regarding the sale of AlertPoint's assets.

114.

Dean Olds breached his fiduciary duty to AlertPoint by not informing Mr. Allen that negotiations were taking place regarding the sale of AlertPoint assets.

115.

Dean Olds breached his fiduciary duty to AlertPoint by entering into an Asset Purchase Agreement that purported to sell assets of AlertPoint to 34ED.

116.

Dean Olds breached his fiduciary duty to AlertPoint by entering into a scheme with AlertPoint's competitor, 34ED, to misappropriate confidential, proprietary, and trade secret information and intellectual property rights associated with the AlertPoint System and use them to compete against AlertPoint.

117.

Dean Olds breached his fiduciary duty to AlertPoint by using company funds to pay for his personal expenses.

118.

Dean Olds breached his fiduciary duty to AlertPoint by failing to obtain executed work-for-hire agreements and/or assignments in favor of AlertPoint for copyrightable work product paid for by AlertPoint.

119.

Dean Olds breached his fiduciary duty to AlertPoint by obtaining Intellectual Property Assignment Agreements purportedly for the benefit of RoomPro from

Gadgeon and Mohammed Lakkadshaw despite the fact that some if not all of the work had been paid for by EDCO and/or AlertPoint.

120.

Dean Olds breached his fiduciary duty to AlertPoint by disclosing AlertPoint's confidential, proprietary, and trade secret information to 34ED—a direct competitor—while he was AlertPoint's President.

121.

As a result of Mr. Olds' breach of fiduciary duties, AlertPoint has suffered damages in an amount to be proven at trial.

COUNT V
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(AGAINST 34ED)

122.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

123.

34ED knew that Dean Olds, as AlertPoint's President, owed a fiduciary duty to AlertPoint. In addition, 34ED knew or should have known that Dean Olds owed a fiduciary duty to AlertPoint because he had the ability to bind the company.

124.

34ED entered into a scheme with Dean Olds, while Mr. Olds was an officer of AlertPoint, to misappropriate AlertPoint's assets, exploit them, and use them to compete against AlertPoint.

125.

34ED instructed, or at the very least encouraged, Dean Olds to disclose AlertPoint's trade secrets associated with the AlertPoint System to 34ED.

126.

On July 7, 2018, Dean Olds and RoomPro executed a Letter of Intent to sell 34ED intellectual property rights and other assets associated with the AlertPoint System.

127.

On July 27, 2018, Dean Olds and RoomPro entered into an Asset Purchase Agreement with 34ED. In the Asset Purchase Agreement, Mr. Olds and RoomPro purported to sell intellectual property rights and assets of AlertPoint associated with the AlertPoint System to 34ED

128.

34ED's wrongful conduct caused Dean Olds to breach his fiduciary duty to AlertPoint.

129.

34ED acted purposely, with malice, and an intent to injure AlertPoint, including but not limited to, by trying to forcibly coerce AlertPoint into transferring its rights in the AlertPoint System to 34ED and pay a significant portion of its revenue to 34ED as a licensing fee for the continued use of the AlertPoint System, which AlertPoint had paid more than \$1.7 million to develop.

130.

As a result of 34ED's aiding and abetting Dean Olds' breach of fiduciary duty, AlertPoint has been damaged in an amount to be proven at trial.

COUNT VI
USURPATION OF CORPORATE OPPORTUNITIES
(AGAINST DEAN OLDS)

131.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

132.

Prior to his resignation on August 1, 2018, Dean Olds was an officer of AlertPoint.

133.

As an officer of AlertPoint, Mr. Olds owed the company a fiduciary duty.

134.

Mr. Olds also owed AlertPoint a fiduciary duty because he had the authority to and did, in fact, legally bind the company.

135.

While an officer of AlertPoint, Mr. Olds was presented a business opportunity by 34ED concerning the possible purchase and sale of certain assets, including software, hardware, software and hardware designs, programmers' notes, technical descriptions, and specifications related to the AlertPoint System and owned by AlertPoint.

136.

AlertPoint's financial condition at the time Mr. Olds' was presented with the corporate opportunity would have permitted AlertPoint to consider and take advantage of 34ED's business proposition, had AlertPoint been so inclined.

137.

The purported sale of such assets is in the line of AlertPoint's business and could have been of a practical advantage to it. Moreover, such a business opportunity is one in which AlertPoint has an interest or a reasonable expectancy that Mr. Olds, as an officer of AlertPoint, would bring to Mr. Allen's attention, as the owner of AlertPoint.

138.

Mr. Olds failed to present this corporate opportunity to AlertPoint and/or Mr. Allen.

139.

By attempting to personally benefit from this opportunity, Mr. Olds placed his self-interests before that of AlertPoint.

140.

Mr. Olds usurped a corporate opportunity that rightfully belonged to AlertPoint.

141.

AlertPoint has been damaged as a result of Mr. Olds' usurpation of this corporate opportunity, and AlertPoint is entitled to compensation for the damages it has incurred in an amount to be proven at trial.

COUNT VII
MISAPPROPRIATION OF TRADE SECRETS
(AGAINST DEAN OLDS, ROOMPRO, AND 34ED)

142.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

143.

This cause of action is to remedy acts of acquisition of trade secrets via improper means and acts of misappropriation of trade secrets under the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 *et seq.*

144.

AlertPoint's software, software and hardware designs, programmers' notes, technical descriptions, and specifications constitute trade secrets (the "Trade Secrets").

145.

AlertPoint's Trade Secrets are comprised of information not commonly known by or available to the public. AlertPoint's Trade Secrets derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

146.

AlertPoint takes care and makes efforts that are reasonable under the circumstances to maintain the secrecy of its trade secret data. Specifically, AlertPoint takes the following steps to protect its trade secrets:

- The company employs commercially reasonable measures to secure its offices;
- The company does not publicly publish any of its trade secrets;
- The company has a handbook that instructs its employees on the treatment and protection of confidential and trade secret information;
- Employees receive regular instruction at company meetings regarding the treatment and protection of confidential and trade secret information;
- As a general rule, employees are required to execute confidentiality agreements and non-disclosure agreements;
- Company computers are password protected;
- File cabinets containing confidential and trade secret information are to be kept locked;
- If documents containing trade secret or confidential information are utilized at a meeting, the documents are promptly collected after the meeting and destroyed via the company's paper shredder;
- The company utilizes a paper shredder to destroy superfluous confidential and trade secret documents;
- Employees are instructed to mark "Confidential" all emails containing confidential and/or trade secret information and to place a "Confidential" watermark on any sensitive documents that are emailed outside the company;

- Access to confidential and trade secret information was only granted to necessary individuals;
- As a general rule, software code created for the company is password protected and only certain, designated individuals within the company had access to the password;
- The software supporting the AlertPoint System is password protected; and
- As a general rule, AlertPoint requires individuals and companies who create software or work with AlertPoint's sensitive information to execute a non-disclosure agreement.

147.

Dean Olds, RoomPro, and 34ED have taken AlertPoint's Trade Secret information through improper means as defined under O.C.G.A. § 10-1-761.

148.

While Dean Olds was AlertPoint's President, he disclosed AlertPoint's trade secrets to 34ED as part of their scheme to misappropriate the trade secrets and use them to compete against AlertPoint.

149.

Dean Olds and RoomPro then purported to sell AlertPoint's Trade Secrets to 34ED.

150.

AlertPoint is entitled to recover its actual damages for the misappropriation of its Trade Secrets, including any unjust enrichment enjoyed by Defendants as a result of that misappropriation which, pursuant to O.C.G.A. § 10-1-763(a), is not taken into account in computing the actual loss.

151.

AlertPoint is also entitled to recover a reasonable royalty for Defendants' unauthorized disclosure and use of AlertPoint's Trade Secrets.

152.

Defendants have engaged and continue to engage in this activity knowingly, willfully, and maliciously, so as to justify the assessment of increased and punitive damages against them in an amount to be determined at trial.

153.

Defendants' misappropriation of AlertPoint's Trade Secrets was willful and malicious with the result that AlertPoint is entitled to recover exemplary damages in an amount not exceeding twice its actual loss and Defendants' unjust enrichment pursuant to O.C.G.A. § 10-1-763(b).

154.

By reason of Defendants' willful and malicious misappropriation, AlertPoint is also entitled to recover its reasonable attorneys' fees and costs incurred in connection with this litigation pursuant to O.C.G.A. § 10-1-764.

155.

AlertPoint has additionally suffered and will continue to suffer irreparable harm that is not compensable by money damages and may only be remedied by injunctive relief. Pursuant to O.C.G.A. § 10-1-762, AlertPoint is entitled to preliminary and final injunctive relief enjoining Dean Olds, Roompro, and 34ED, and any person in active concert or participation with them from, *inter alia*, misappropriating or misusing AlertPoint's trade secrets, disclosing them to third parties, or using them for any purpose, as well as the return and deletion of all paper and electronic copies of those trade secrets pursuant to O.C.G.A. § 10-1-762.

COUNT XIII
CIVIL CONSPIRACY
(AGAINST DEAN OLDS, ROOMPRO, AND 34ED)

156.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

157.

As shown herein, Dean Olds, RoomPro and 34ED acted in concert to misappropriate AlertPoint's trade secrets and convert AlertPoint's intellectual property and assets.

158.

As a result of the conspiracy, all Defendants are liable jointly and severally for the damages resulting from each other's conduct.

159.

As a result of Defendant's conspiracy, AlertPoint has suffered damages in an amount to be calculated at a later date.

COUNT IX
CONVERSION
(AGAINST DEAN OLDS)

160.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

161.

Dean Olds improperly and without authorization converted AlertPoint funds for his personal use, including, but not limited to, improperly and without

authorization withdrawing funds from an AlertPoint bank account for the purpose of allegedly paying his personal credit card.

162.

AlertPoint is entitled to recover the damages it incurred as a result of Defendants' conversion.

**COUNT X
TRADEMARK INFRINGEMENT
UNDER GEORGIA COMMON LAW AND O.C.G.A § 23-2-55
(AGAINST 34ED)**

163.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

164.

AlertPoint holds enforceable trademark rights in its mark ALERTBADGE.

165.

AlertPoint began using the ALERTBADGE mark in connection with its AlertPoint System as early as 2016.

166.

The ALERTBADGE mark identifies a component of the AlertPoint System used as a wearable alert unit for use in facilitating communication in the event of an emergency.

167.

AlertPoint has priority of use in the ALERTBADGE mark.

168.

AlertPoint has used the ALERTBADGE mark continuously since 2016 to advertise and sell its AlertPoint System.

169.

On January 29, 2019, AlertPoint filed a trademark application for its ALERTBADGE mark. The application remains pending.

170.

34ED has used, and continues to use, AlertPoint's trademark ALERTBADGE without AlertPoint's consent to identify, market, and sell a component of its competing product that serves the same or similar purpose.

171.

34ED's unauthorized use of AlertPoint's mark has caused and is likely to cause confusion and will diminish the distinctiveness of AlertPoint's trademark, and harm its valuable goodwill and reputation.

172.

As a result of 34ED's unauthorized use of AlertPoint's mark, AlertPoint has suffered damages in an amount to be proved at trial.

173.

34ED's infringement of AlertPoint's marks has also caused, and is continuing to cause, irreparable harm to AlertPoint that cannot be remedied by monetary damages alone. AlertPoint will continue to suffer such damages unless and until 34ED is enjoined and restrained by this Court from engaging in the acts identified herein.

**COUNT XI
TRADEMARK INFRINGEMENT
UNDER GEORGIA COMMON LAW AND O.C.G.A § 23-2-55
(AGAINST 34ED)**

174.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

175.

AlertPoint holds enforceable trademark rights in its mark ALERTHUB.

176.

AlertPoint began using the ALERTHUB mark in connection with its AlertPoint System as early as 2016.

177.

The ALERTHUB mark identifies a component of the AlertPoint System used as an “alert beacon” that provides a visual notification in the event of an emergency.

178.

AlertPoint has priority of use in the ALERTHUB mark.

179.

AlertPoint has used the ALERTHUB mark continuously since 2016 to advertise and sell its AlertPoint System.

180.

On January 29, 2019, AlertPoint filed a trademark application for its ALERTHUB mark. The application remains pending.

181.

34ED has used, and continues to use, AlertPoint’s trademark ALERTHUB without AlertPoint’s consent, in connection with the marketing and sale of its product that competes with the AlertPoint System.

182.

34ED’s unauthorized use of AlertPoint’s mark has caused and is likely to cause confusion and will diminish the distinctiveness of AlertPoint’s trademark, and harm its valuable goodwill and reputation.

183.

As a result of 34ED's unauthorized use of AlertPoint's mark, AlertPoint has suffered damages in an amount to be proved at trial.

184.

34ED's infringement of AlertPoint's marks has also caused, and is continuing to cause, irreparable harm to AlertPoint that cannot be remedied by monetary damages alone. AlertPoint will continue to suffer such damages unless and until 34ED is enjoined and restrained by this Court from engaging in the acts identified herein.

COUNT XII
UNFAIR COMPETITION UNDER THE LANHAM ACT, 15 U.S.C § 1125(a)
(AGAINST 34ED)

185.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

186.

AlertPoint has enforceable trademark rights in its ALERTBADGE mark.

187.

34ED has made, and continues to make, unauthorized use of this mark in connection with its product that competes with the AlertPoint System.

188.

34ED's unauthorized use of AlertPoint's mark in connection with its competing product is likely to cause confusion.

189.

As a result of 34ED's unauthorized use of AlertPoint's mark, AlertPoint has suffered damages in an amount to be proved at trial.

190.

Under the "exceptional" circumstances outlined herein, including Defendants' willful and malicious misappropriation of AlertPoint's trade secrets and intellectual property and subsequent intentional infringement of AlertPoint's marks, AlertPoint is entitled to an award of its reasonable attorneys' fees incurred in this action pursuant to 15 U.S.C. § 1117(a).

191.

34ED's continued violations of 15 U.S.C. § 1125(a) have also caused AlertPoint to suffer irreparable harm that cannot be remedied by monetary damages alone. AlertPoint will continue to suffer such damages unless and until 34ED is enjoined and restrained by this Court from engaging in the acts identified herein.

COUNT XIII
UNFAIR COMPETITION UNDER THE LANHAM ACT, 15 U.S.C § 1125(a)
(AGAINST 34ED)

192.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

193.

AlertPoint has enforceable trademark rights in its ALERTHUB mark.

194.

34ED has made, and continues to make, unauthorized use of this marks in connection with its product that competes with the AlertPoint System.

195.

34ED's unauthorized use of AlertPoint's mark in connection with its competing product is likely to cause confusion.

196.

As a result of 34ED's unauthorized use of AlertPoint's mark, AlertPoint has suffered damages in an amount to be proved at trial.

197.

Under the "exceptional" circumstances outlined herein, including Defendants' willful and malicious misappropriation of AlertPoint's trade secrets and

intellectual property and subsequent intentional infringement of AlertPoint's marks, AlertPoint is entitled to an award of its reasonable attorneys' fees incurred in this action pursuant to 15 U.S.C. § 1117(a).

198.

34ED's continued violations of 15 U.S.C. § 1125(a) have also caused AlertPoint to suffer irreparable harm that cannot be remedied by monetary damages alone. AlertPoint will continue to suffer such damages unless and until 34ED is enjoined and restrained by this Court from engaging in the acts identified herein.

COUNT XIV
ATTORNEYS' FEES AND COSTS
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

199.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

200.

Defendants have been stubbornly litigious, have acted in bad faith, and have caused AlertPoint unnecessary trouble and expense entitling AlertPoint to recover its attorneys' fees and costs pursuant to O.C.G.A. § 13-6-11.

COUNT XV
PUNITIVE DAMAGES
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

201.

AlertPoint incorporates by reference the allegations in each of the preceding paragraphs of this Complaint.

202.

Defendants' conduct was willful, malicious, fraudulent, wanton, oppressive, and evidenced that entire want of care which raises the presumption of conscious indifference to consequences, thus justifying the award of punitive damages to AlertPoint pursuant to O.C.G.A. § 51-12-5.1.

203.

Defendants acted, or failed to act, with the specific intent to cause harm to AlertPoint such that there is no limitation regarding the amount which AlertPoint may be awarded as punitive damages pursuant to O.C.G.A. § 51-12-5.1.

PRAYER FOR RELIEF

WHEREFORE, AlertPoint respectfully requests that the Court provide the following relief:

- (a) That the Court find in favor of AlertPoint on Count I (Declaratory Judgment) and issue a declaratory judgment finding that AlertPoint

owns the hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets associated with the AlertPoint System, and specifically that AlertPoint owns the copyrights to the software supporting the AlertPoint System that were created on a work-for-hire basis and paid for by AlertPoint;

- (b) Alternatively, AlertPoint requests that the Court find in favor of AlertPoint on Count I (Declaratory Judgment) and issue a declaratory judgment finding that AlertPoint has an implied, non-exclusive, irrevocable license to use the hardware, software, software and hardware designs, programmers' notes, technical descriptions, specifications, and all intellectual property, to include patents, trademarks, trade dress, copyrights, and trade secrets associated with the AlertPoint System;
- (c) Enter judgment in favor of AlertPoint and against Dean Olds and RoomPro on Count II (Unjust Enrichment) in an amount to be proven at trial;

- (d) Enter judgment in favor of AlertPoint and against Dean Olds and RoomPro on Count III (Quantum Meruit) in an amount to be proven at trial;
- (e) Enter judgment in favor of AlertPoint and against Dean Olds on Count IV (Breach of Fiduciary Duty) in an amount to be proven at trial;
- (f) Enter judgment in favor of AlertPoint and against 34ED on Count V (Aiding and Abetting Breach of Fiduciary Duty) in an amount to be proven at trial;
- (g) Enter judgment in favor of AlertPoint and against Dean Olds and RoomPro on Count VI (Usurpation of Corporate Opportunities) in an amount to be proven at trial;
- (h) Enter judgment in favor of AlertPoint and against Dean Olds, RoomPro, and 34ED on Count VII (Misappropriation of Trade Secrets);
- (i) Enter preliminary and final injunctive relief against Dean Olds, RoomPro, and 34ED on Count VII (Misappropriation of Trade Secrets);

- (j) Enter judgment in favor of AlertPoint and against Defendants, jointly and severally on Count VIII (Civil Conspiracy) in an amount to be proven at trial.
- (k) Enter judgment in favor of AlertPoint and against Dean Olds and RoomPro on Count IX (Conversion) in an amount to be proven at trial;
- (l) Enter judgment in favor of AlertPoint and against 34ED on Counts X-XI (Trademark Infringement Under Georgia Common Law and O.C.G.A. § 23-2-55) in an amount to be proven at trial;
- (l) Enter preliminary and final injunctive relief against 34ED on Count X-XI (Trademark Infringement Under Georgia Common Law and O.C.G.A. § 23-2-55);
- (m) Enter judgment in favor of AlertPoint and against 34ED on Count XII-XIII (Trademark Infringement Under the Lanham Act, 15 U.S.C. § 1125(a)) in an amount to be proven at trial;
- (n) Enter preliminary and final injunctive relief against 34ED on Count XII-XIII (Trademark Infringement Under the Lanham Act, 15 U.S.C. § 1125(a));

- (p) Enter judgment in favor of AlertPoint and against Dean Olds, RoomPro and 34ED on Count XIV (Attorney's Fees and Costs) in an amount to be proved at trial;
- (q) Enter judgment in favor of AlertPoint and against Dean Olds, RoomPro and 34ED on Count XV (Punitive Damages) in an amount to be proven at trial; and
- (r) Award Plaintiff such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED ON ALL COUNTS SO TRIABLE

This 18th day of October 2019.

HOLLAND & KNIGHT LLP

/s/ A. André Hendrick _____

A. André Hendrick, Esq.

Georgia Bar No. 774212

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Telephone: (404) 817-8500

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Attorneys for Plaintiff AlertPoint, LLC

LR 7.1(D) FONT COMPLIANCE CERTIFICATION

The undersigned counsel for AlertPoint, LLC hereby certifies that the within and foregoing document was prepared using Times New Roman 14-point font in accordance with Local Rule 5.1 of the United States District Court for the Northern District of Georgia.

This 18th day of October, 2019.

HOLLAND & KNIGHT LLP

/s/ A. André Hendrick _____
A. André Hendrick, Esq.
Georgia Bar No. 774212

Attorney for Plaintiff AlertPoint, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day, I electronically filed **PLAINTIFF ALERTPOINT, LLC'S SECOND AMENDED VERIFIED COMPLAINT** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record:

LILENFELD PC

David M. Lilenfeld, Esq.
Robin L. Gentry, Esq.
Kennington Groff, Esq.
Brian C. Huskey, ESq.
3379 Peachtree Road, NE
Suite 980
Atlanta, Georgia 30326
Telephone: (404) 201-2520
David@lilenfeld.com
Robin@lilenfeld.com
kg@lilenfeld.com
bh@lilenfeld.com

I FURTHER CERTIFY that this day the foregoing **PLAINTIFF ALERTPOINT, LLC'S SECOND AMENDED VERIFIED COMPLAINT** and a Summons will be issued and served, via hand delivery, on Defendant 34ED, LLC, in accordance with the laws of the State of Georgia.

This 18th day of October, 2019.

HOLLAND & KNIGHT LLP

/s/ A. André Hendrick

A. André Hendrick

Georgia Bar No. 774212

Exhibit A

August 1, 2018

AlertPoint, LLC
David Allen
1201 Roberts Blvd., Suite 100
Kennesaw, GA 30144

Attn: Mr. David Allen

Re: Resignation and termination of licenses

Dear David:

I am writing to you to inform you that I am no longer willing to work under the conditions that exist at AlertPoint, LLC. Accordingly, I hereby resign as an employee of AlertPoint, LLC, as well as any other position that I may hold.

In our discussions about joining AlertPoint, LLC, we were to be entering into this venture as equals, with my contribution of the crisis management technology I developed at my company, RoomPro, in exchange for 50% of the equity in AlertPoint, LLC. I later joined AlertPoint, LLC as an employee while we continued to have discussions about the profitable exploitation of this technology together. During those discussions, I did not and have not assigned my rights in the technology that I brought from RoomPro to AlertPoint, LLC.

It has been over 1½ years, and there is still no resolution. In addition, your management of the cash at AlertPoint, LLC has caused significant delays in my reimbursement of company expenses I am due. It has also made it exceedingly difficult for AlertPoint, LLC to keep its commitments that it has made to developers, vendors and customers. I refuse to continue working at AlertPoint, LLC where it is now negatively impacting my personal and professional reputation.

Since the promises of equity will never be fulfilled, any right of AlertPoint, LLC, you, or any of your affiliated companies to use the RoomPro technology is hereby terminated. Therefore, you are hereby directed to cease all use of my technology, return all copies of my technology to me, other than the technology that you may have on magnetic or optical media, which you are hereby directed to permanently destroy all copies of my technology on that media.

For the purposes of this letter, I'm willing to assume that any improvements made to the RoomPro technology while I worked at AlertPoint, LLC are owned by AlertPoint, LLC, and not me. I do not concede this point, but

I am willing to make this assumption only for the purposes of this letter. Under the assumption that AlertPoint, LLC "owns" those modifications, your entitlement to those modifications only extends to those portions of the technology that have been modified since I provided my technology to AlertPoint, LLC and not my technology or itself.

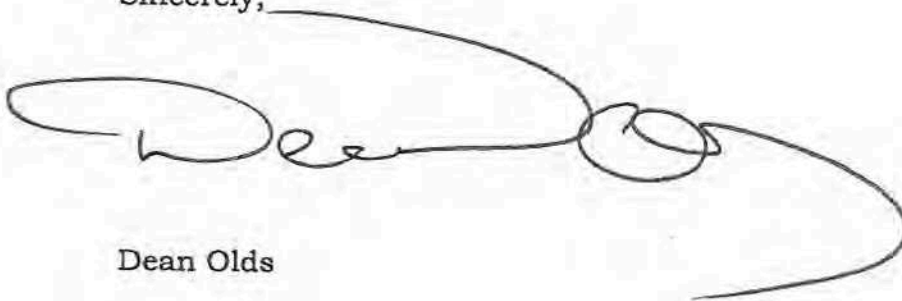
Therefore, to the extent that your modifications use any part of my technology, then that modified technology constitutes a derivative work of my technology. You are not authorized to create or use any derivative work of my technology. Again, only for the purposes of this letter, I assume that to the extent that you can separate the AlertPoint, LLC modifications from my technology, you'll still be free to use those modifications, so long as you do not use any of my underlying technology, names, or infringe on any rights they are protected under.

Finally, the exclusive rights that I possess as the owner of my technology include not only the exclusive rights to make copies and make modifications (i.e., derivative works), I also possess the exclusive right to distribute my technology. Accordingly, neither AlertPoint, LLC, you, nor any of your companies are authorized to distribute my technology or any part of my technology.

I had high hopes for our working together to our mutual economic benefit. It has become very clear to me that working together as co-owners will never occur; indeed, you may have never intended to deliver on the business relationship we discussed.

This letter leaves a lot of things unsaid and a lot of things undone. There are other issues that have not been addressed in this letter. Accordingly, this letter is without prejudice to any other rights that I may have against AlertPoint, LLC, you individually, or any other entity owned or controlled by you, as well as any other obligations that you and your entities may have to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Olds". The signature is fluid and cursive, with a long horizontal stroke extending to the right and a large loop at the end.

Dean Olds

Exhibit B



August 7, 2018

Paul H. Arne
404-504-7784
pha@mmmlaw.com
www.mmmlaw.com

BY HAND DELIVERY

Alertpoint, LLC
1201 Roberts Blvd.
Suite 100
Kennesaw, GA 30144

Attn: Mr. David Allen

Re: Unauthorized use of technology formerly owned by RoomPro Technologies, Inc.

Dear Mr. Allen:

I represent 34ED, LLC ("34ED") in this matter. Please direct all communications and correspondence regarding this matter to me.

There is a proposal made in this letter, near the end. The proposal is available for a limited time only. 34ED requests your response, to me, within seven days, i.e., on or before August 14.

34ED has recently entered into a transaction whereby 34ED purchased certain technology assets of RoomPro Technologies, Inc. ("RoomPro") and Dean Olds (all software, hardware, software and hardware designs, programmers' notes, technical descriptions, specifications, and the like are referred to as the "RoomPro System"), including all intellectual property rights therein. The RoomPro System is a crisis management solution that Mr. Olds and RoomPro had been developing prior to the time that Mr. Olds apparently joined Alertpoint as an employee.

We are aware that Mr. Olds has resigned from Alertpoint, as well as delivered to you a termination of all rights, including the right to copy, create derivative works of, distribute, make, use, sell, and otherwise exploit the RoomPro System that you, Alertpoint, or any other entity controlled by you (you and such entities collectively, the "Alertpoint Entities") may have had in the RoomPro System. Unless otherwise specified, all references to "you" in this letter refer to all Alertpoint Entities.

This is your notice that you have no right to use the RoomPro System for any purpose. You are not authorized to make copies of, modify, distribute, publicly perform, make, sell, license, provide services using, or in any other way use the RoomPro System for any purpose whatsoever. In addition, you have no right to distribute the RoomPro System, or any derivative works of the RoomPro System, to anyone. 34ED demands that you cease and desist from all such activities.

This direction to cease and desist includes all persons or entities to which you may have provided licenses to the RoomPro System or its derivatives.

Mr. David Allen
Alertpoint, LLC
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34ED demands that you return all copies of the RoomPro System, and everything that would constitute a derivative work of the RoomPro System, to 34ED. To the extent that the RoomPro System or derivatives thereof reside on electronic media owned or otherwise used by you, 34ED demands that you permanently destroy all copies of the RoomPro System and derivatives thereof that are contained on such media. When you have completed these tasks, you should certify to 34ED that this has been accomplished.

It is our understanding that Alertpoint has made certain modifications to the RoomPro System that were made during Mr. Old's tenure as an employee of Alertpoint (the "Alertpoint Modifications"). While 34ED makes no claim to ownership of any intellectual property rights in the Alertpoint Modifications, 34ED does not waive any rights associated with the same. I do not represent Mr. Olds or RoomPro, so this letter does not speak to any rights that Mr. Olds or RoomPro has to the Alertpoint Modifications. However, to the extent that any of those modifications use or are derivative works of the underlying RoomPro System, you have no right to create, use, distribute, or otherwise exploit those derivative works.

It is also our understanding that Alertpoint has agreed with the Cobb County School District (the "District") to provide certain technologies and services to the District that involve the RoomPro System or derivatives of the RoomPro System. While 34ED does not wish to cause you or Alertpoint any undue difficulties, 34ED is also not inclined to give away any rights owned by 34ED to you, including any license rights.

However, 34ED is willing to undertake discussions with you towards the goal of supporting your business relationship with the District. Below is a list of terms that would be required in any such relationship. Note that this is not an offer for an agreement, and your "acceptance" of this letter does not create any agreement between 34ED and you. No agreement will be binding on 34ED until you and 34ED each execute a mutually agreeable definitive agreement.

1. Based upon the existence of Alertpoint Modifications, 34ED is currently unable to provide you with any assistance associated with your business relationship with the District. 34ED is simply not in possession of the technology necessary to provide support to you. 34ED is absolutely unwilling to entertain any ongoing relationship with you where there is any risk of a claim that any technologies or other assets used by 34ED is owned by you or that you have any claim against 34ED. 34ED is also unwilling to devote the resources that would be necessary for 34ED to split the RoomPro System technology into two different development paths, one for the support of the District and one for 34ED's own use. Accordingly, as a condition to providing services to you for the benefit of the District, 34ED will require that you transfer all right, title and interest in and to the Alertpoint Modifications, including all intellectual property rights therein, to 34ED. This transfer would require ordinary and customary assurances of your ownership of the Alertpoint Modifications, as well as the lack of any liens on this property. Certain due diligence items may be needed as a part of this proposed transaction, as determined by 34ED.
2. 34ED is not interested in any relationship where 34ED assists you with your relationship with the District only to have you assert any claim against 34ED, its officers, directors or employees, whether they are claims related to ownership of the RoomPro System,

Mr. David Allen
Alertpoint, LLC
Page 3

ownership of the Alertpoint Modifications, or any other claim whatsoever. Accordingly, in addition to the assignment in paragraph #1 above, you will assign any interest, including any intellectual property rights (which includes, without limitation, any patent rights you may assert or have filed), in and to the RoomPro System to 34ED and release, waive, and forever discharge any claims that you may have against 34ED, its employees, officers, directors, and shareholders, related to any claim of ownership of the RoomPro System, as well as the Alertpoint Modifications, or any other claim, as well as any such claims that you may have against Mr. Olds and RoomPro.

3. 34ED will license the RoomPro System, as modified by Alertpoint Modifications (collectively, and maybe modified as provided in this letter, the "District System"), to Alertpoint solely for its use to provide the products and services that use the District System under Alertpoint's existing agreement with the District.
4. 34ED will also provide at no additional cost any modifications that 34ED makes to the RoomPro System, but only so long as these modifications are made by 34ED for its own products and services and only so long as such modifications can be used by the District System without further modification. 34ED will have no obligation to create these modifications, but only to provide the relevant modifications as and when created, if any.
5. 34ED will provide software support for the District System, solely for the purposes of fixing errors in the RoomPro System software, as modified as described in this letter. 34ED will not be responsible for maintaining any help desk for the District. Alertpoint will be responsible for providing this help desk, adequate training of its personnel in connection with the help desk, and specially trained personnel who are able to be the second responders to any questions that the help desk personnel cannot immediately answer. It is only when the second responders have determined that there is an error that 34ED may be called. The District will not have the option or opportunity to communicate with 34ED directly. No installation or integration services will be provided.
6. 34ED will have no responsibility to provide modifications to the RoomPro System or software support if Alertpoint is in default under the terms of the definitive agreement. 34ED may also terminate the definitive agreement, including all licenses, for a default by Alertpoint.
7. Alertpoint will pay 34ED for the licenses to the District System, for its support services, and for provision of any applicable modifications, in a manner and in the amounts mutually agreed between Alertpoint and 34ED. 34ED believes that these price points should be reflective of the amount of software actually being used by the District from time to time, rather than a fixed fee.
8. The term of this arrangement will be five years, with no renewals.
9. The definitive agreement will contain other provisions that are generally contained in agreements of this sort.

Mr. David Allen
Alertpoint, LLC
Page 4

34ED does not speak for Mr. Olds or RoomPro. I and my law firm do not represent Mr. Olds or RoomPro. This letter is, and the definitive agreement will be, without prejudice to any claims that Mr. Olds or RoomPro may have against you. Mr. Olds is not authorized to negotiate on behalf of 34ED or enter into any agreement that binds 34ED.

34ED intends to immediately begin to modify and enhance the RoomPro System. Accordingly, the ability to incorporate the Alertpoint Modifications into the RoomPro System will only be available for a limited time. 34ED will only be able to ensure that its new modifications to the RoomPro System are compatible with the Alertpoint Modifications if those are made available to 34ED in the very near term.

If the terms of a definitive agreement are not agreed within a very short period of time, you can expect that 34ED will not consider the agreement outlined above as viable. Therefore, please let me know the following within the next 7 days from the date of this letter:

- (a) Whether Alertpoint is willing to comply with its obligations to cease use of the RoomPro System; and
- (b) Whether Alertpoint is willing to enter into discussions related to an agreement that is in line with the requirements set forth above.

Please be governed accordingly.

Sincerely,

MORRIS, MANNING & MARTIN, LLP



By: Paul H. Arne, Partner

cc: CEO, 34ED

PHA:

In the Matter of Trademark Application
Serial No: 88/255,756 for the mark ALERTPOINT SECURITY

34ED, LLC,

Opposer,

v.

ALERTPOINT, LLC,

Applicant.

Opposition No.

NOTICE OF OPPOSITION

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ALERTPOINT, LLC,)

Plaintiff,)

v.)

DEAN OLDS, ROOMPRO)

TECHNOLOGIES, INC., and 34ED, LLC,)

Defendants,)

v.)

DAVID ALLEN and EDCO-)

EDUCATIONAL CONSULTANTS, INC.,)

Counterclaim Defendants.)

Case No.: 1:18-cv-03879-ELR

**34ED’S VERIFIED ANSWER AND DEFENSES TO PLAINTIFF
ALERTPOINT’S SECOND AMENDED COMPLAINT,
COUNTERCLAIMS, AND THIRD-PARTY COMPLAINT**

Defendant 34ED, LLC (“Defendant” or “34ED”) hereby responds to Plaintiff AlertPoint, LLC’s (“Plaintiff” or “AlertPoint”) Second Amended Verified Complaint for Damages and Injunctive Relief (“Second Amended Complaint”) as follows:

FIRST DEFENSE

The Second Amended Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiff's purported claims are barred in whole or in part because no actual controversy or uncertainty exists.

THIRD DEFENSE

Plaintiff's Second Amended Complaint and any purported claims therein are barred, precluded, or limited by the doctrines of waiver, laches, or estoppel.

FOURTH DEFENSE

Pursuant to the doctrine of unclean hands, equity bars Plaintiff from recovery on the purported claims asserted in the Second Amended Complaint because of Plaintiff's own wrongful conduct.

FIFTH DEFENSE

Plaintiff's purported claims fail because Defendant did not breach any duty, or aid and abet any breach of any duty owed to Plaintiff.

SIXTH DEFENSE

Plaintiff's purported claims are barred, in whole or in part, because Plaintiff failed, neglected, or refused to mitigate damages.

SEVENTH DEFENSE

Plaintiff's purported claims are barred to the extent the alleged damages were proximately caused, in whole or in part, by Plaintiff.

EIGHTH DEFENSE

Plaintiff's purported claims are barred in whole or in part because Plaintiff consented to, authorized, approved, acquiesced to, and/or ratified the actions about which it now complains.

NINTH DEFENSE

Any alleged injury suffered by Plaintiff was caused by the intervening acts or omissions of persons other than Defendant, including Plaintiff, and these acts or omissions superseded any act or omission of Defendant for which they might be considered liable.

TENTH DEFENSE

The Court lacks subject matter jurisdiction over Plaintiff's claim for Declaratory Judgment (Count I) because Plaintiff does not have any copyright registration for the works it claims to own in the Second Amended Complaint.

ELEVENTH DEFENSE

Plaintiff lacks standing to assert one or more of its claims.

TWELFTH DEFENSE

Plaintiff's purported claims for punitive damages are subject to the standards for the award thereof and limitations as to the amount thereof under *Phillip Morris USA v. Williams*, 549 U.S. 346 (2007), *State Farm Mut. Auto Ins. Co. v. Campbell*, 538 U.S. 408 (2003), *Cooper Indus., Inc. v. Leatherman Tool Grp, Inc.*, 532 U.S. 424 (2001), and *BMW of North Am., Inc. v. Gore*, 517 U.S. 559 (1996).

THIRTEENTH DEFENSE

Plaintiff's purported claims for infringement are barred in whole or in part because the terms "AlertBadge" and "AlertHub" are merely descriptive as applied to systems for emergency alert notification systems and were descriptive with respect thereto both when Plaintiff started its business and at all other relevant times.

FOURTEENTH DEFENSE

Plaintiff's purported claims for infringement are barred in whole or in part because 34ED, through its purchase of intellectual property as it existed on December 31, 2016, is a prior user, owner, or licensee of the terms "AlertBadge" and "AlertHub" such that Plaintiff has no right to registration of a trademark in either term, nor any claim to infringement against 34ED as to either term.

FIFTEENTH DEFENSE

Plaintiff's purported claims for infringement are barred in whole or in part because any purported use of the terms "AlertBadge" or "AlertHub" by 34ED is fair use.

SIXTEENTH DEFENSE

Plaintiff's purported claims are barred in whole or in part because they are preempted by the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 *et seq.* to the extent they provide remedies for or based upon misappropriation of a trade secret.

SEVENTEENTH DEFENSE

Plaintiff's purported claims are barred by the doctrine of competitive privilege.

EIGHTEENTH DEFENSE

Plaintiff's purported claims are barred because it has not sustained any damages for which Defendant is responsible.

NINETEENTH DEFENSE

Plaintiff's purported claims are barred because Defendant did not misappropriate any confidential information or trade secrets.

TWENTIETH DEFENSE

Plaintiff's trade secret claim is barred because to the extent Plaintiff has or had any trade secrets, they have not been reasonably protected.

TWENTY-FIRST DEFENSE

The injuries allegedly suffered by Plaintiff were not caused by any action or omission of, or attributable to, Defendant.

TWENTY-SECOND DEFENSE

Plaintiff's purported claims are barred because at all times Defendant acted in good faith and did not directly or indirectly commit, control or induce any wrongful acts or omissions and did no unlawful act or thing directly or indirectly through or by means of any other person.

TWENTY-THIRD DEFENSE

Plaintiff's purported claims are barred because Defendant did not act with or have the requisite intent.

TWENTY-FOURTH DEFENSE

Plaintiff's Complaint fails for lack of loss causation because the damages alleged in the Complaint were not proximately caused by Defendant.

TWENTY-FIFTH DEFENSE

Plaintiff's purported claims are barred by the economic loss doctrine.

TWENTY-SIXTH DEFENSE

Plaintiff's purported claims are barred in whole or in part by the doctrines of setoff and/or recoupment.

TWENTY-SEVENTH DEFENSE

Plaintiff's unfair competition claims are barred because there is no likelihood of confusion, or of misunderstanding as to the source, sponsorship, approval, or certification of Defendant's goods or services, nor has Defendant made any false or fraudulent statements in advertising.

TWENTY-EIGHTH DEFENSE

34ED asserts the preceding and following defenses and reserves the right to amend its answer and defenses and to file further pleadings. 34ED's statement of these defenses should in no way be construed to constitute a concession on the part of 34ED that it bears the burden of proof to establish such defense(s).

RESPONSES TO NUMBERED PARAGRAPHS

Subject to and incorporating herein by reference the foregoing affirmative defenses as well as its Counterclaims, Defendant hereby responds to Plaintiff's Second Amended Complaint as follows:

PARTIES AND JURISDICTION

1.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 1 of Plaintiff's Second Amended Complaint and therefore denies same.

2.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 2 of Plaintiff's Second Amended Complaint and therefore denies same.

3.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 3 of Plaintiff's Second Amended Complaint and therefore denies same.

4.

Responding to Paragraph 4 of Plaintiff's Second Amended Complaint, 34ED states that it is a Delaware limited liability company with its principal place of business in Athens, Georgia. 34ED can be served via its registered agent, Gerardo M. Balboni II, at 1201 West Peachtree Street, Suite 3250, Atlanta, Georgia 30309.

5.

The allegations of Paragraph 5 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent a response is permitted or required, 34ED denies any liability to Plaintiff under the causes of action set forth in Paragraph 5.

6.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 6 of Plaintiff's Second Amended Complaint and therefore denies same.

7.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 7 of Plaintiff's Second Amended Complaint and therefore denies same.

8.

The allegations of Paragraph 8 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent a response is permitted or required, 34ED states that it is a foreign limited liability company with its principal place of business in Georgia.

34ED does not dispute that the Court has personal jurisdiction over 34ED for purposes of this litigation.

9.

The allegations of Paragraph 9 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent a response is permitted or required, 34ED states that it does not dispute that venue is proper for purposes of this litigation.

FACTUAL BACKGROUND

10.

34ED objects to Plaintiff's definition of "AlertPoint System" as vague and ill-defined, and specifically denies that AlertPoint ever owned any of the property 34ED acquired from Dean Olds and RoomPro.¹ 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the remaining allegations of Paragraph 10 of Plaintiff's Second Amended Complaint and therefore denies same.

¹ 34ED incorporates this objection into each paragraph of Plaintiff's Second Amended Complaint where the term "AlertPoint System" is used.

11.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 11 of Plaintiff's Second Amended Complaint and therefore denies same.

12.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 12 of Plaintiff's Second Amended Complaint and therefore denies same.

13.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 13 of Plaintiff's Second Amended Complaint and therefore denies same.

14.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 14 of Plaintiff's Second Amended Complaint and therefore denies same.

15.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 15 of Plaintiff's Second Amended Complaint and therefore denies same.

16.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 16 of Plaintiff's Second Amended Complaint and therefore denies same.

17.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 17 of Plaintiff's Second Amended Complaint and therefore denies same.

18.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 18 of Plaintiff's Second Amended Complaint and therefore denies same.

19.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 19 of Plaintiff's Second Amended Complaint and therefore denies same.

20.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 20 of Plaintiff's Second Amended Complaint and therefore denies same.

21.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 21 of Plaintiff's Second Amended Complaint and therefore denies same.

22.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 22 of Plaintiff's Second Amended Complaint and therefore denies same.

23.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 23 of Plaintiff's Second Amended Complaint and therefore denies same.

24.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 24 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED further denies the allegations of Paragraph 24 to the extent they imply or suggest that Mr. Allen invented the idea of emergency alert notification systems for use in schools.

25.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 25 of Plaintiff's Second Amended Complaint and therefore denies same.

26.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 26 of Plaintiff's Second Amended Complaint and therefore denies same.

27.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 27 of Plaintiff's Second Amended Complaint and therefore denies same.

28.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 28 of Plaintiff's Second Amended Complaint and therefore denies same.

29.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 29 of Plaintiff's Second Amended Complaint and therefore denies same.

30.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 30 of Plaintiff's Second Amended Complaint and therefore denies same.

31.

34ED objects to the term “emergency alert notification system” as used in this Paragraph as being vague and ill-defined.² Upon information and belief, 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 31 of Plaintiff’s Second Amended Complaint.

32.

Upon information and belief, 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 32 of Plaintiff’s Second Amended Complaint.

² 34ED incorporates this objection into each paragraph of Plaintiff’s Second Amended Complaint where the term “emergency alert notification system” is used.

33.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 33 of Plaintiff's Second Amended Complaint and therefore denies same.

34.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 34 of Plaintiff's Second Amended Complaint and therefore denies same.

35.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 35 of Plaintiff's Second Amended Complaint and therefore denies same.

36.

The allegations of Paragraph 36 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent that a response is permitted or required, 34ED denies the allegations of Paragraph 36 of Plaintiff's Second Amended Complaint.

37.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 37 of Plaintiff's Second Amended Complaint and therefore denies same.

38.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 38 of Plaintiff's Second Amended Complaint and therefore denies same.

39.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 39 of Plaintiff's Second Amended Complaint and therefore denies same. Responding further, 34ED states that Dean Olds was never an officer for AlertPoint in the Georgia Secretary of State's records.

40.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 40 of Plaintiff's Second Amended Complaint and therefore denies same. Responding further, 34ED states that Dean Olds was never an officer for AlertPoint in the Georgia Secretary of State's records.

41.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 41 of Plaintiff's Second Amended Complaint and therefore denies same.

42.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 42 of Plaintiff's Second Amended Complaint and therefore denies same.

43.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 43 of Plaintiff's Second Amended Complaint and therefore denies same.

44.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 44 of Plaintiff's Second Amended Complaint and therefore denies same.

45.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 45 of Plaintiff's Second Amended Complaint and therefore denies same.

46.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 46 of Plaintiff's Second Amended Complaint and therefore denies same.

47.

34ED objects to the terms "AlertPoint software and firmware" and "*the* infrastructure architecture and *the* mobile application" as used in this Paragraph as being vague and ill-defined. 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 47 of Plaintiff's Second Amended Complaint and therefore denies same.

48.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 48 of Plaintiff's Second Amended Complaint and therefore denies same.

49.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 49 of Plaintiff's Second Amended Complaint and therefore denies same.

50.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 50 of Plaintiff's Second Amended Complaint and therefore denies same.

51.

34ED denies allegations of Paragraph 51 of Plaintiff's Second Amended Complaint. Upon information and belief, Mr. Manivannan worked for RoomPro as an independent contractor.

52.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 52 of Plaintiff's Second Amended Complaint and therefore denies same.

53.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 53 of Plaintiff's Second Amended Complaint and therefore denies same.

54.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 54 of Plaintiff's Second Amended Complaint and therefore denies same.

55.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 55 of Plaintiff's Second Amended Complaint and therefore denies same.

56.

34ED admits that provisional patent application serial number 62,592,149 was filed by or on behalf of David Allen, listing himself as the sole inventor, with the United States Patent and Trademark Office on November 29, 2017 for a "CRISIS MANAGEMENT SYSTEM". 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 56 of Plaintiff's

Second Amended Complaint and therefore denies same. Responding further, 34ED denies that David Allen is the “inventor of the AlertPoint System.”

57.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 57 of Plaintiff’s Second Amended Complaint and therefore denies same.

58.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 58 of Plaintiff’s Second Amended Complaint and therefore denies same.

59.

Upon information and belief, 34ED admits that portions of the software and firmware identified by Plaintiff as the “AlertPoint System” were written by various contract software developers and software development companies engaged by RoomPro. 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the remaining allegations of Paragraph 59 of Plaintiff’s Second Amended Complaint and therefore denies same.

60.

34ED objects to the term “EDCO / AlertPoint” as used in this paragraph as being vague and ill-defined, and specifically to the extent it is being used to assert that EDCO was or is “AlertPoint” or vice versa.³ Upon information and belief, 34ED admits that in January 2016, EDCO began loaning RoomPro money. On or about July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 60 of Plaintiff’s Second Amended Complaint.

61.

Upon information and belief, 34ED admits that RoomPro obtained assignments of intellectual property associated with the development of the RoomPro ALERT System⁴ as it existed on or before December 31, 2016. Further, 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July

³ 34ED incorporates this objection into each paragraph of Plaintiff’s Second Amended Complaint where the term “EDCO / AlertPoint” is used.

⁴ As used throughout this pleading, the “RoomPro ALERT System” means an emergency alert notification system which allows on-site personnel to trigger an alert so administrators, security personnel, and first responders can quickly respond to the specific location from which an alarm was triggered in response to a crisis or threatening situation.

26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 61 of Plaintiff's Second Amended Complaint. 34ED specifically denies that "EDCO / AlertPoint" have any ownership interest in the assigned intellectual property or that Olds was an officer of AlertPoint.

62.

Upon information and belief, 34ED admits the allegations of Paragraph 62 of Plaintiff's Second Amended Complaint.

63.

Upon information and belief, 34ED denies that AlertPoint paid for any work performed by Lakkadshaw before January 1, 2017. 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 63 of Plaintiff's Second Amended Complaint.

64.

Upon information and belief, 34ED admits the allegations of Paragraph 64 of Plaintiff's Second Amended Complaint.

65.

Upon information and belief, 34ED denies that AlertPoint paid for the work product covered by the Gadgeon assignment. 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED denies the remaining allegations of Paragraph 65 of Plaintiff's Second Amended Complaint.

66.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 66 of Plaintiff's Second Amended Complaint and therefore denies same.

67.

34ED denies the allegations of Paragraph 67 of Plaintiff's Second Amended Complaint.

68.

34ED admits that it required Olds to obtain written assignments from the contract developers of their rights in the RoomPro ALERT System for fair compensation as conditions to the closing of the APA. 34ED states that the phrase "actively assisted" is vague and ill-defined, and so it cannot adequately respond. To

the extent further response is required, 34ED denies the remaining allegations of Paragraph 68 of Plaintiff's Second Amended Complaint.

69.

34ED denies the allegations of Paragraph 69 of Plaintiff's Second Amended Complaint.

70.

34ED denies the allegations of Paragraph 70 of Plaintiff's Second Amended Complaint, and specifically denies that any "scheme" ever existed between Dean Olds, RoomPro, and 34ED, or any combination of these parties, to use or obtain any intellectual property described in the Second Amended Complaint as the "AlertPoint System."

71.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 71 of Plaintiff's Second Amended Complaint and therefore denies same.

72.

34ED denies the allegations of Paragraph 72 of Plaintiff's Second Amended Complaint.

73.

34ED denies the allegations of Paragraph 73 of Plaintiff's Second Amended Complaint, and specifically denies the insinuations that 34ED engaged in improper activity through the use of the words "covertly," "exploiting," "usurp," "extorting," and "tortiously." 34ED further denies the allegations of Paragraph 73 of Plaintiff's Second Amended Complaint to the extent they suggest 34ED engaged in any wrongdoing or has any liability to Plaintiff in this litigation. In further response, 34ED objects to Plaintiff's definition of "AlertPoint System" as vague and ill-defined, and specifically denies that AlertPoint ever owned any of the property 34ED acquired from Olds and RoomPro.

74.

34ED objects to Plaintiff's definition of "AlertPoint System" as vague and ill-defined, and specifically denies that AlertPoint ever owned any of the property Defendant acquired from Olds and RoomPro. 34ED admits that it examined the code stack and technical support data for the RoomPro ALERT System and concluded it was not sufficiently compatible, robust, scalable, and secure to integrate into 34ED's development of its own emergency alert notification system. To the extent further response is required, 34ED denies the remaining allegations of Paragraph 74 of Plaintiff's Second Amended Complaint.

75.

34ED admits that it received a letter of intent signed by Dean Olds and dated July 7, 2018 proposing to sell assets owned by Olds or RoomPro to 34ED. 34ED denies that AlertPoint ever owned any of the assets 34ED acquired from Olds and RoomPro. 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the remaining allegations of Paragraph 75 of Plaintiff's Second Amended Complaint and therefore denies same.

76.

34ED admits that Olds and RoomPro entered into an Asset Purchase Agreement with 34ED dated July 27, 2018. 34ED denies the remaining allegations of Paragraph 76 of Plaintiff's Second Amended Complaint, and specifically these remaining allegations to the extent they suggest the assets acquired from RoomPro were property of AlertPoint, or that 34ED engaged in any wrongdoing or has any liability to Plaintiff in this litigation.

77.

34ED denies the allegations of Paragraph 77 of Plaintiff's Second Amended Complaint. In further response, 34ED objects to Plaintiff's definition of "AlertPoint System" as vague and ill-defined.

78.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 78 of Plaintiff's Second Amended Complaint and therefore denies same.

79.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 79 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED further responds that the letter attached to Plaintiff's Second Amended Complaint as Exhibit A speaks for itself.

80.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 80 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED further responds that the letter attached to Plaintiff's Second Amended Complaint as Exhibit A speaks for itself.

81.

34ED admits its counsel sent a letter to AlertPoint on or about August 7, 2018. 34ED states that the letter attached to Plaintiff's Second Amended Complaint as Exhibit B speaks for itself.

82.

34ED states that the letter attached to Plaintiff's Second Amended Complaint as Exhibit B speaks for itself. To the extent further response is required, 34ED denies the allegations of Paragraph 82 of Plaintiff's Second Amended Complaint.

83.

34ED objects to Plaintiff's definition of "AlertPoint System" as vague and ill-defined, preventing it from adequately responding to the allegations in Paragraph 83 of Plaintiff's Second Amended Complaint. To the extent further response is required, 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 83 and therefore denies same

84.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 84 of Plaintiff's Second Amended Complaint and therefore denies same. In further response, 34ED states that whether the allegations of Paragraph 84 are true or false, the components of the AlertPoint System Plaintiff purports to own are, at minimum, a derivative work of the RoomPro ALERT System owned by 34ED, and license fees to 34ED are accordingly due from Plaintiff.

85.

34ED admits that it owns software from which the AlertPoint System appears to be derived, and 34ED is the owner of the components of the AlertPoint system Plaintiff purports to own. To the extent further response is required, 34ED denies the remaining allegations of Paragraph 85 of Plaintiff's Second Amended Complaint.

86.

34ED denies the allegations of Paragraph 86 of Plaintiff's Second Amended Complaint.

87.

34ED denies the allegations of Paragraph 87 of Plaintiff's Second Amended Complaint.

COUNT I
DECLARATORY JUDGMENT
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

88.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-87 of Plaintiff's Second Amended Complaint as if fully set forth herein.

89.

The allegations of Paragraph 89 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent that a response is permitted or required, 34ED denies the allegations of Paragraph 89.

90.

34ED admits that 34ED owns the hardware, designs, source code, software, programmers' notes, technical descriptions, specifications, and all other intellectual property associated with the RoomPro ALERT System. 34ED lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of Paragraph 90 of the Second Amended Complaint, and therefore, those allegations are denied. The allegations in the third sentence of Paragraph 90 of the Second Amended Complaint consists of legal conclusions which require no response from 34ED. To the extent any additional response is required, the allegations are denied. 34ED adds that what Plaintiff refers to in its Second Amended Complaint as the "AlertPoint System" on information and belief is an unauthorized derivative work of the RoomPro ALERT System.

91.

Upon information and belief, 34ED admits that in January 2016, EDCO began loaning RoomPro money. On July 26, 2016, EDCO, RoomPro, and Mr. Olds executed a Promissory Note memorializing the loan from EDCO to RoomPro, which was fully repaid by RoomPro. 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the remaining allegations of Paragraph 91 of Plaintiff's Second Amended Complaint and therefore denies same.

92.

34ED denies that it purchased any hardware or software belonging to AlertPoint. In further response, to the extent the notice and date referenced in this Paragraph are based upon the letter attached as Exhibit B to the Second Amended Complaint, the letter speaks for itself. 34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the remaining allegations of Paragraph 92 of Plaintiff's Second Amended Complaint and therefore denies same.

93.

34ED admits that it has instructed Plaintiff that it must stop using the intellectual property that 34ED purchased from RoomPro and Mr. Olds. 34ED lacks knowledge or information sufficient to form a belief about the truth of the remaining

allegations in Paragraph 93 of the Second Amended Complaint, and therefore denies same.

94.

The allegations of Paragraph 94 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent that a response is permitted or required, 34ED denies the allegations of Paragraph 94.

95.

The allegations of Paragraph 95 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent that a response is permitted or required, 34ED denies the allegations of Paragraph 95.

COUNT II
UNJUST ENRICHMENT
(ALTERNATIVE COUNT)
(AGAINST DEAN OLDS AND ROOMPRO)

96.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-95 of Plaintiff's Second Amended Complaint as if fully set forth herein.

97.-101.

The allegations of Paragraph 97-101 of Plaintiff's Second Amended Complaint are not directed against 34ED and do not require a response. To the extent a response is required, 34ED denies the allegations of Paragraph 97-101.

COUNT III
QUANTUM MERUIT
(ALTERNATIVE COUNT)
(AGAINST DEAN OLDS AND ROOMPRO)

102.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-101 of Plaintiff's Second Amended Complaint as if fully set forth herein.

103. -108.

The allegations of Paragraph 103-108 of Plaintiff's Second Amended Complaint are not directed against 34ED and do not require a response. To the extent a response is required, 34ED denies the allegations of Paragraph 103-108.

COUNT IV
BREACH OF FIDUCIARY DUTY
(AGAINST DEAN OLDS)

109.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-108 of Plaintiff's Second Amended Complaint as if fully set forth herein.

110. -121.

The allegations of Paragraph 110-121 of Plaintiff's Second Amended Complaint are not directed against 34ED and do not require a response. To the extent a response is required, 34ED denies the allegations of Paragraph 110-121.

COUNT V
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(AGAINST 34ED)

122.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-121 of Plaintiff's Second Amended Complaint as if fully set forth herein.

123.

34ED denies the allegations of Paragraph 123 of Plaintiff's Second Amended Complaint.

124.

34ED denies the allegations of Paragraph 124 of Plaintiff's Second Amended Complaint.

125.

34ED denies the allegations of Paragraph 125 of Plaintiff's Second Amended Complaint.

126.

34ED denies the allegations of Paragraph 126 of Plaintiff's Second Amended Complaint.

127.

34ED admits that on or about July 27, 2018, Dean Olds and RoomPro entered into an Asset Purchase Agreement with 34ED. 34ED denies the remaining allegations of Paragraph 127 of Plaintiff's Second Amended Complaint.

128.

34ED denies the allegations of Paragraph 128 of Plaintiff's Second Amended Complaint.

129.

34ED denies the allegations of Paragraph 129 of Plaintiff's Second Amended Complaint.

130.

34ED denies the allegations of Paragraph 130 of Plaintiff's Second Amended Complaint.

COUNT VI
USURPATION OF CORPORATE OPPORTUNITIES
(AGAINST DEAN OLDS)

131.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-130 of Plaintiff's Second Amended Complaint as if fully set forth herein.

132.-141.

The allegations of Paragraph 132-141 of Plaintiff's Second Amended Complaint are not directed against 34ED and do not require a response. To the extent a response is required, 34ED denies the allegations of Paragraph 132-141.

COUNT VII
MISAPPROPRIATION OF TRADE SECRETS
(AGAINST DEAN OLDS, ROOMPRO, AND 34ED)

142.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-141 of Plaintiff's Second Amended Complaint as if fully set forth herein.

143.

The allegations of Paragraph 143 of Plaintiff's Second Amended Complaint constitute the legal conclusions of the pleader to which no response is required by 34ED. To the extent that a response is permitted or required, 34ED denies the allegations of Paragraph 143.

144.

34ED denies the allegations of Paragraph 144 of Plaintiff's Second Amended Complaint.

145.

34ED denies the allegations of Paragraph 145 of Plaintiff's Second Amended Complaint.

146.

34ED denies the allegations of Paragraph 146 of Plaintiff's Second Amended Complaint, including all subparts.

147.

34ED denies the allegations of Paragraph 147 of Plaintiff's Second Amended Complaint.

148.

34ED denies the allegations of Paragraph 148 of Plaintiff's Second Amended Complaint.

149.

34ED denies the allegations of Paragraph 149 of Plaintiff's Second Amended Complaint.

150.

34ED denies the allegations of Paragraph 150 of Plaintiff's Second Amended Complaint.

151.

34ED denies the allegations of Paragraph 151 of Plaintiff's Second Amended Complaint.

152.

34ED denies the allegations of Paragraph 152 of Plaintiff's Second Amended Complaint.

153.

34ED denies the allegations of Paragraph 153 of Plaintiff's Second Amended Complaint.

154.

34ED denies the allegations of Paragraph 154 of Plaintiff's Second Amended Complaint.

155.

34ED denies the allegations of Paragraph 155 of Plaintiff's Second Amended Complaint.

COUNT [VIII]⁵
CIVIL CONSPIRACY
(AGAINST DEAN OLDS, ROOMPRO, AND 34ED)

156.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-155 of Plaintiff's Second Amended Complaint as if fully set forth herein.

157.

34ED denies the allegations of Paragraph 157 of Plaintiff's Second Amended Complaint.

158.

34ED denies the allegations of Paragraph 158 of Plaintiff's Second Amended Complaint.

159.

34ED denies the allegations of Paragraph 159 of Plaintiff's Second Amended Complaint.

⁵ The Second Amended Complaint calls its Civil Conspiracy cause of action "Count XIII," though it falls between the Seventh and Ninth Counts in the pleading.

COUNT IX
CONVERSION
(AGAINST DEAN OLDS)

160.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-159 of Plaintiff's Second Amended Complaint as if fully set forth herein.

161. -162.

The allegations of Paragraph 161-162 of Plaintiff's Second Amended Complaint are not directed against 34ED and do not require a response. To the extent a response is required, 34ED denies the allegations of Paragraph 161-162.

COUNT X
TRADEMARK INFRINGEMENT
UNDER GEORGIA COMMON LAW AND O.C.G.A. § 23-2-55
(AGAINST 34ED)

163.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-162 of Plaintiff's Second Amended Complaint as if fully set forth herein.

164.

34ED denies the allegations of Paragraph 164 of Plaintiff's Second Amended Complaint.

165.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 165 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

166.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 166 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

167.

34ED denies the allegations of Paragraph 167 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

168.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 168 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

169.

Upon information and belief, 34ED admits that AlertPoint has filed a trademark application with the United States Patent and Trademark Office ("USPTO") seeking registration of the mark ALERTBADGE in connection with "wearable alert units for use in facilitating communication in the event of an emergency". The application is based upon AlertPoint's alleged intention to use the mark in connection with the wearable alert units. The USPTO has refused to register the application twice stating the mark is descriptive of the goods. The application currently remains pending. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

170.

34ED admits that it has used the terms "ALERT BADGE" to describe a component of its system. 34ED denies the remaining allegations of Paragraph 170

of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

171.

34ED denies the allegations of Paragraph 171 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

172.

34ED denies the allegations of Paragraph 172 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

173.

34ED denies the allegations of Paragraph 173 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

COUNT XI
TRADEMARK INFRINGEMENT
UNDER GEORGIA COMMON LAW AND O.C.G.A. § 23-2-55
(AGAINST 34ED)

174.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-173 of Plaintiff's Second Amended Complaint as if fully set forth herein.

175.

34ED denies the allegations of Paragraph 175 of Plaintiff's Second Amended Complaint.

176.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 176 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBHUB mark.

177.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 177 of Plaintiff's Second Amended

Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

178.

34ED denies the allegations of Paragraph 178 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

179.

34ED is without knowledge or information sufficient to form a belief as to the truthfulness of the allegations of Paragraph 179 of Plaintiff's Second Amended Complaint and therefore denies same. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

180.

Upon information and belief, 34ED admits that AlertPoint has filed a trademark application with the USPTO seeking registration of for the mark ALERTHUB in connection with "alert beacons for use in providing a visual notification in the event of an emergency". The application is based upon AlertPoint's alleged intention to use the mark in connection with the alert beacons. The application currently remains pending. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

181.

34ED admits that it has used the terms “ALERT HUB” to describe a component of its system. 34ED denies the remaining allegations of Paragraph 181 of Plaintiff’s Second Amended Complaint. Further, 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

182.

34ED denies the allegations of Paragraph 182 of Plaintiff’s Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

183.

34ED denies the allegations of Paragraph 183 of Plaintiff’s Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

184.

34ED denies the allegations of Paragraph 184 of Plaintiff’s Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

COUNT XII
UNFAIR COMPETITION UNDER THE LANHAM ACT,
15 U.S.C. § 1125(a)
(AGAINST 34ED)

185.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-184 of Plaintiff's Second Amended Complaint as if fully set forth herein.

186.

34ED denies the allegations of Paragraph 186 of Plaintiff's Second Amended Complaint.

187.

34ED admits that it has used the terms "ALERT BADGE" to describe a component of its system. 34ED denies the remaining allegations of Paragraph 187 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

188.

34ED denies the allegations of Paragraph 188 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

189.

34ED denies the allegations of Paragraph 189 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

190.

34ED denies the allegations of Paragraph 190 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

191.

34ED denies the allegations of Paragraph 191 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTBADGE mark.

COUNT XIII
UNFAIR COMPETITION UNDER THE LANHAM ACT,
15 U.S.C. § 1125(a)
(AGAINST 34ED)

192.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-191 of Plaintiff's Second Amended Complaint as if fully set forth herein.

193.

34ED denies the allegations of Paragraph 193 of Plaintiff's Second Amended Complaint.

194.

34ED admits that it has used the terms "ALERT HUB" to describe a component of its system. 34ED denies the remaining allegations of Paragraph 194 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

195.

34ED denies the allegations of Paragraph 195 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

196.

34ED denies the allegations of Paragraph 196 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

197.

34ED denies the allegations of Paragraph 197 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

198.

34ED denies the allegations of Paragraph 198 of Plaintiff's Second Amended Complaint. 34ED denies that Plaintiff has any enforceable rights in the alleged ALERTHUB mark.

COUNT XIV
ATTORNEYS' FEES AND COSTS
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

199.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-198 of Plaintiff's Second Amended Complaint as if fully set forth herein.

200.

34ED denies the allegations of Paragraph 200 of Plaintiff's Second Amended Complaint.

COUNT XV
PUNITIVE DAMAGES
(AGAINST DEAN OLDS, ROOMPRO AND 34ED)

201.

34ED realleges and incorporates by reference each of its responses to Paragraphs 1-200 of Plaintiff's Second Amended Complaint as if fully set forth herein.

202.

34ED denies the allegations of Paragraph 202 of Plaintiff's Second Amended Complaint.

203.

34ED denies the allegations of Paragraph 203 of Plaintiff's Second Amended Complaint.

Responding to the "WHEREFORE" clauses of Plaintiff's Second Amended Complaint, 34ED denies that Plaintiff is entitled to any of the relief prayed for therein. To the extent any allegation of Plaintiff's Second Amended Complaint has not been specifically admitted, denied or otherwise controverted, such allegation is hereby denied.

**VERIFIED COUNTERCLAIMS AGAINST ALERTPOINT, LLC AND
THIRD-PARTY COMPLAINT AGAINST COUNTERCLAIM-
DEFENDANTS DAVID ALLEN AND EDCO-EDUCATIONAL
CONSULTANTS, INC.**

34ED, LLC (“34ED”) brings the following verified counterclaims against Counterclaim-Defendant AlertPoint, LLC (“AlertPoint”) and Third-Party Complaint against Third-Party Defendants David Allen (“Allen”) and EDCO-Educational Consultants, Inc. (“EDCO”) (AlertPoint, Allen, and EDCO, collectively, the “Allen Parties”):

NATURE OF THE ACTION

1.

34ED is a limited liability company doing business as CENTEGIX™. CENTEGIX innovates technology to enrich and save lives. CENTEGIX’s CrisisAlert™ system is an IoT crisis management solution that utilizes mobile and desktop applications along with a mesh network of alert badges and strobes to provide campus and district-wide protection.

2.

CENTEGIX’s CrisisAlert™ protects over 600,000 people with more than 250,000 smart devices in 700 locations across nine states.

3.

CENTEGIX's core platform boasts a 100% uptime and proactively monitors 2.5 million system health datapoints daily.

4.

In 2019 CrisisAlert™ has successfully delivered 6,942 alert notifications for medical, severe weather, physical conflict, and other threats or incidents.

5.

34ED is beating AlertPoint and its associates in the marketplace for emergency alert notification systems. Because of 34ED's success in the market, AlertPoint has turned to this Court in desperation to advance invented narratives and meritless claims, hoping that AlertPoint can survive in the marketplace despite lacking any rights to or possession of a reliable, secure product.

6.

34ED's Counterclaims⁶ under the Lanham Act and for declaratory judgment, common law trademark infringement, unfair and deceptive business practices, quasi-contract, and attorneys' fees address AlertPoint's abusive, deceptive, and harassing conduct before this Court and in the marketplace.

⁶ 34ED uses the term "Counterclaims" in this pleading to refer to its claims against AlertPoint, Allen, and EDCO.

7.

34ED seeks monetary and injunctive relief from AlertPoint, Allen, and EDCO for their misconduct and for embroiling 34ED unnecessarily in a straightforward business divorce between David Allen and Dean Olds.

THE PARTIES

8.

34ED is a Delaware limited liability company with its principal place of business at 2000 Riveredge Parkway, Suite 100, Atlanta, Georgia, 30328.

9.

Upon information and belief, Defendant-in-Counterclaim AlertPoint is a Georgia limited liability company with its principal place of business at 2125 Barrett Park Dr., Ste. 105, Kennesaw, Georgia 30144. Upon information and belief, the sole member of AlertPoint is Allen.

10.

Third-party Defendant EDCO is a Georgia company that, upon information and belief, is owned solely and individually by Allen.

11.

Third-party Defendant Allen is, upon information and belief, a Georgia resident, owner of third-party Defendant EDCO, and sole member of Defendant-in-Counterclaim AlertPoint.

JURISDICTION AND VENUE

12.

This Court has jurisdiction over the subject matter of this Counterclaim and the Third-Party Complaint under 15 U.S.C. §§ 1119 and 1121 as well as 28 U.S.C. §§ 2201, 2202, 1331, 1338, and 1367.

13.

This Court has personal jurisdiction over Allen because he is a resident of this State and the judicial district over which this Court exercises jurisdiction.

14.

This Court has personal jurisdiction over AlertPoint and EDCO because each is a Georgia company with a principal place of business in Georgia.

15.

Each of the Allen Parties also is subject to personal jurisdiction in this District because it transacts business in, and has substantial contacts with, this District.

16.

Each of the Allen Parties also is subject to jurisdiction in this District and before this Court because they have already availed itself of this jurisdiction by actively litigating this case. *See, e.g.*, Dkt. No. [46] (Allen and EDCO’s Answer and Defenses to Defendants’ Counterclaim, and Third-Party Complaint); Order [42] at 3 (the “Motion for joinder to add [Allen] and [EDCO] is moot because these parties were added to the case pursuant to Defendants’ amended third-party complaint”).

17.

Venue is proper in this District under 28 U.S.C. § 1391.

FACTS

A. 34ED’s Crisis Management Software And Hardware Solutions Business

18.

34ED, d/b/a CENTEGIX, is a company specializing in crisis management software and hardware focused on delivering safety and security solutions to education and business organizations around the United States.

19.

34ED engaged in reselling Audio Enhancement classroom audio systems which included a remote microphone with a panic button.

20.

Dissatisfied with the reliability of these systems, 34ED sought to develop and did develop an emergency alert notification and crisis management system, CrisisAlert™, to use in schools and other public institutions.

21.

Between January and April 2018, Adam Williams, 34ED's head of engineering, conceived of, developed, and built in concert with 34ED principals a prototype for CrisisAlert™.

B. 34ED Is Introduced to Dean Olds And RoomPro

22.

In April 2018, Williams read a newspaper article in the Atlanta Journal-Constitution about Dean Olds ("Olds"), who was working on an emergency alert notification system reported to have the same goals as 34ED's developing product.

23.

Jim Szyperski, 34ED's former Chief Executive Officer, met Dean Olds for the first time on May 15, 2018 to discuss a possible reseller relationship in which 34ED would resell the RoomPro ALERT System⁷ owned by Olds' company,

⁷ See footnote 4 *supra*.

RoomPro Technologies, Inc. (“RoomPro”). Szyperski and Olds concluded that a partnership between the companies may benefit them both in the future.

24.

At this time, Olds was working with AlertPoint on the RoomPro ALERT System.

C. 34ED Purchases RoomPro Assets And Intellectual Property

25.

Discussions about resale soon evolved into discussions about the purchase of the RoomPro ALERT System.

26.

34ED and Olds negotiated in June and July 2018 to purchase certain of RoomPro’s assets and intellectual property as they existed on December 31, 2016, including without limitation all hardware, software, applications, proprietary rights, and goodwill related to the RoomPro ALERT System (the “Purchased Assets”).

27.

The properties purchased by 34ED from Olds and RoomPro are reflected in the Asset Purchase Agreement (the “APA”) and in the Bill of Sale (attached as **Exhibit A**).

28.

As part of 34ED's due diligence, 34ED learned that Olds was not an officer of AlertPoint. In particular, 34ED learned that Olds had no authority to act on behalf of AlertPoint unless authorized to do so. *See* Apr. 2, 2018 email from C. Brown to D. Olds and D. Allen (attached as **Exhibit B.**)

29.

Olds was not named as an officer in any AlertPoint articles of organization, operating agreement, or other AlertPoint company document.

D. 34ED Determines RoomPro's Software Code Stack Could Not Be Used In 34ED's Crisis Alert™ System

30.

On July 12, 2018, Olds shared a .zip file of RoomPro's code stack and associated intellectual property as it existed on December 31, 2016.

31.

As part of 34ED's due diligence, 34ED reviewed the code stack developed by Olds and RoomPro for the RoomPro ALERT System.

32.

After that initial review, however, 34ED concluded the code stack developed by Olds and RoomPro for the RoomPro ALERT System was not needed to continue to develop and enhance CrisisAlert™.

33.

The code stack supporting the RoomPro ALERT System was not sufficiently compatible, robust, scalable, or secure to use in 34ED's separately conceived and developed product.

34.

34ED further determined that not using the code stack supporting the RoomPro ALERT System should avoid any potential challenges by AlertPoint to the ownership of RoomPro's technology.

35.

34ED did not use and has not used the code stack developed by Olds and RoomPro for the RoomPro ALERT System, any of the code contained in the .zip file shared by Olds, or any other of the Purchased Assets to develop, test, build, maintain, improve, or otherwise affect 34ED's products in the marketplace at any point in those products' development, marketing, or sale, including CrisisAlert™.

36.

Rather, 34ED employed a "clean room" process. The developer contracted on a work-for-hire basis to work on 34ED's emergency alert notification and crisis management system never saw, let alone used, the code contained in the RoomPro .zip file.

37.

Notwithstanding the lack of compatibility of the RoomPro System code stack, 34ED concluded that buying the Purchased Assets, which had been developed to achieve goals similar to CrisisAlert™, would be beneficial to 34ED.

38.

34ED could replace RoomPro's outdated, incompatible products in the marketplace sooner, open a clearer channel better positioning 34ED to compete in the marketplace with others (including AlertPoint), and add a knowledgeable sales engineer in Olds.

39.

As part of 34ED's due diligence, 34ED learned that there was no requirement for Olds to keep confidential or not disclose his work, RoomPro's work, AlertPoint's work, or the work of RoomPro or AlertPoint employees or independent contractors as any of it existed on or before December 31, 2016.

40.

34ED required Olds and RoomPro to obtain written assignments from the contract developers of their rights in the RoomPro ALERT System to Olds or RoomPro for fair compensation as conditions to the closing of the asset purchase agreement (the "APA") between 34ED and Olds/RoomPro.

E. Olds And RoomPro’s Use Of “AlertPoint”

41.

As part of 34ED’s due diligence, 34ED learned that Olds had registered the web domain name “alertpoint.com” in December 2014.

42.

Olds and RoomPro had used the name AlertPoint and an associated mark to market, advertise, brand, and sell the RoomPro ALERT System in the relevant marketplace since at least May 2015.

43.

As part of 34ED’s due diligence, 34ED also learned that Olds and RoomPro had continuously used the mark “AlertPoint,” the AlertPoint mark, and the “alertpoint.com” domain since as early as May 2015 to market, advertise, brand, and sell the RoomPro ALERT System to consumers in the relevant marketplace.

44.

As part of 34ED’s due diligence, 34ED learned that Allen and AlertPoint had each claimed ownership of the RoomPro ALERT System and the AlertPoint mark.

45.

Allen and AlertPoint’s claims were false and unfounded.

46.

Upon information and belief, Allen, along with the general counsel for AlertPoint and Allen's daughter, Christy Allen, submitted a provisional patent drafted by Olds's counsel to the U.S. Patent and Trademark Office on or around November 29, 2017 without Olds's name as inventor in an attempt to misappropriate recognition of inventorship of the RoomPro ALERT System and to secure patent protection, to be owned by one or more of the Allen Parties.

F. 34ED Acquires The Purchased Assets Which Included The RoomPro Alert System Intellectual Property

47.

The parties signed the APA dated July 27, 2018, to close 34ED's acquisition of the Purchased Assets,.

48.

AlertPoint does not own and never has owned the RoomPro ALERT System or the trademarks and other intellectual property associated with the RoomPro ALERT system, including the Purchased Assets acquired by 34ED from Olds and RoomPro through the APA.

49.

As a result of the APA, RoomPro had sufficient funds to satisfy the promissory note owed by RoomPro to EDCO.

50.

EDCO accepted RoomPro's payment in full of the promissory note.

51.

After 34ED's acquisition of assets from Olds and RoomPro, 34ED sent a letter to AlertPoint and Allen notifying them of 34ED's purchase of the Purchased Assets (Ex. B to the Second Amended Complaint), and directing them not to copy, distribute, make, sell, or otherwise use the RoomPro ALERT System or any derivative works based on it without authorization from 34ED.

52.

As part of 34ED's notice to AlertPoint and Allen to cease and desist any use of the RoomPro ALERT System or any derivative works based on it, 34ED offered to provide a license to AlertPoint to use any derivative works based on 34ED's intellectual property so that AlertPoint could maintain its business relationship with Cobb County School District or other school districts in Georgia.

53.

In response, AlertPoint filed this lawsuit against Olds and RoomPro.

COUNT ONE
**(False Designation of Origin and False and/or Misleading Descriptions
under the Lanham Act – 15 U.S.C. § 1125)**
Against the Allen Parties

54.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

55.

Olds registered the domain name, “alertpoint.com” on December 10, 2014. At that time, Olds also started developing a website to be hosted at “alertpoint.com”.

56.

Olds and RoomPro designed and started using the mark ALERTPOINT as part of a logo (the “ALERTPOINT Logo”) at least as early as May of 2015 in connection with promoting and offering for sale the RoomPro ALERT System.

57.

Since at least as early as May 2015, Olds and RoomPro continuously used the trademark ALERTPOINT, the ALERTPOINT Logo, and the “alertpoint.com” web domain to market and sell the RoomPro ALERT System to potential and actual consumers.

58.

Long prior to any use of the term “ALERTPOINT” by any of the Allen Parties and perhaps as early as May 2015, Olds and RoomPro acquired common law trademark rights in the trademarks ALERTPOINT and the ALERTPOINT Logo for use with crisis management systems such as the RoomPro ALERT system.

59.

Through the APA, 34ED owns the Purchased Assets including the common law rights to the ALERTPOINT trademark and the ALERTPOINT Logo trademark.

60.

The APA specifically provided for 34ED’s purchase of Olds’s and RoomPro’s “Proprietary Rights and the goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto (other than licenses where Sellers, or either of them, are the licensor or sub-licensor, as opposed to the recipient of rights), and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the Laws of all jurisdictions,” among other Assets.

61.

Through the letters sent by RoomPro and by 34ED in August 2018 (Exhibits A and B to AlertPoint’s Second Amended Complaint), the Allen Parties were notified of the APA, 34ED’s acquisition of assets from RoomPro including the

ALERTPOINT mark and the ALERTPOINT Logo mark as well as 34ED's conditions of any proposed license going forward.

62.

After filing this lawsuit, the Allen Parties continued to use the ALERTPOINT mark and the ALERTPOINT Logo mark without authorization from 34ED.

63.

On or about September 19, 2018, after receiving the letters sent by RoomPro and by 34ED and after filing this lawsuit, AlertPoint represented to the USPTO, under penalty of perjury, the following to convince the USPTO to issue a trademark registration for the mark ALERTPOINT to AlertPoint:

“To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.”

Attached as **Exhibit C** is a true and correct copy of the Statement of Use, executed by Christina Brown on behalf of AlertPoint.

64.

The filing of this Statement of Use telling the USPTO that AlertPoint was the exclusive user of the ALERTPOINT mark led to the issuance of U.S. TM Reg. No. 5,663,595.

65.

Ms. Brown and AlertPoint, having filed this lawsuit against RoomPro, were aware that RoomPro had transferred certain assets and intellectual property to 34ED in connection with the APA.

66.

Ms. Brown and the Allen Parties know that AlertPoint did not have ownership, possession, custody or control of the “alertpoint.com” domain name when Ms. Brown signed and AlertPoint submitted the Statement of Use to the USPTO.

67.

On or about November 2, 2018, Ms. Brown registered the domain name “alertpointsecurity.com” in her name individually as the Registrant and leaving the Registrant Organization information blank. Attached as **Exhibit D** is a true and correct copy of WHOIS search results for “alertpointsecurity.com” downloaded from GoDaddy’s WHOIS search tools on November 8, 2019.

68.

On January 10, 2019, AlertPoint filed another application with the USPTO seeking registration of the ALERTPOINT Logo. On information and belief, this application will be published by the USPTO on or about November 12th for opposition.

69.

Also on January 10, 2019, AlertPoint filed an application with the USPTO seeking registration of the Mark “ALERTPOINT SECURITY”. On information and belief, this application will be published by the USPTO on or about November 12th for opposition.

70.

On or about January 17, 2019, Ms. Brown filed business formation documents with the Georgia Secretary of State to organize “Alertpoint Security, LLC”.

71.

On January 29, 2019, AlertPoint filed an application with the USPTO seeking registration of the Mark “I AM AN ALERTPOINT”. On information and belief, this application will be published by the USPTO on or about November 12th for opposition.

72.

Upon information and belief, the Allen Parties have used and continue to use the trademark ALERTPOINT to promote and sell crisis management systems in competition with 34ED and without authorization from 34ED.

73.

In view of the rights and goodwill 34ED acquired through the APA in the ALERTPOINT mark and the ALERTPOINT Logo mark, the Allen Parties' unauthorized uses of "ALERTPOINT":

(A) are likely to cause confusion, mistake and/or deception among consumers in the relevant marketplace as to an affiliation, connection or association with 34ED, or as to the origin, sponsorship, or approval of the Allen Parties' goods, services and commercial activities by 34ED, and

(B) misrepresent the nature, characteristics, qualities and/or origin of the Allen Parties' goods, services and commercial activities as continuing to be the same or similar to the nature, characteristics, qualities and/or origin of the Purchased Assets that 34ED acquired under the APA.

74.

Mr. Allen, EDCO, and/or Plaintiff's unauthorized use of the ALERTPOINT mark and the ALERTPOINT Logo mark had caused, and will continue to cause false

designation or origin, trademark infringement, unfair competition, and false and misleading advertising, in violation of 15 U.S.C. Section 1125(a)(1)(A)-(B).

75.

Mr. Allen, EDCO, and/or Plaintiff's actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the ALERTPOINT mark and the ALERTPOINT Logo mark to Defendants' irreparable injury.

76.

The Allen Parties are liable to 34ED for infringement of its non-registered ALERTPOINT trademark and the ALERTPOINT Logo trademark and false and/or misleading advertising due to their unauthorized uses of these trademarks.

77.

By their wrongful acts, the Allen Parties have caused and will continue to cause irreparable injury and damage to 34ED and to the goodwill associated with the ALERTPOINT and ALERTPOINT Logo trademarks, which cannot now be assessed or computed and, unless restrained by the Court, will continue.

78.

As a direct and proximate result of the foregoing, 34ED has and will continue to suffer damages according to proof at trial. Consistent with 15 U.S.C. § 1117(a),

among other remedies, 34ED also is entitled to injunctive relief to prevent further unauthorized uses of the terms “ALERTPOINT”.

COUNT TWO
(Trademark Infringement under Georgia Common Law and
O.C.G.A. § 23-2-55)
Against the Allen Parties

79.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

80.

The Allen Parties’ uses of the ALERTPOINT mark and the ALERTPOINT Logo mark are identical to and confusingly similar to the ALERTPOINT mark and the ALERTPOINT Logo used by Olds and RoomPro since the spring of 2015.

81.

34ED Purchased the rights to the AlertPoint logo and mark in July 2018, including the goodwill associated with such marks and the rights to recover for infringements thereof.

82.

The relevant consumers in the niche market of crisis management systems are likely to be confused, mistaken, or deceived by the Allen Parties’ infringing use.

83.

34ED, through the APA, is a senior user of the ALERTPOINT mark and the ALERTPOINT Logo mark over each of the Allen Parties.

84.

The Allen Parties' actions violate Olds and RoomPro's common law rights in Georgia associated with these trademarks and obtained by 34ED through the APA. Those violations will continue unless and until restrained by this Court.

85.

As a direct and proximate result of the foregoing, 34ED has and will continue to suffer damages according to proof at trial.

86.

34ED also is entitled to injunctive relief.

COUNT THREE
(Declaratory Judgment under 28 U.S.C. § 2201 et seq.)
Against the Allen Parties

87.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

88.

A real, actual, and justiciable controversy between 34ED and the Allen Parties exists concerning ownership of and rights to use certain of the Purchased Assets that 34ED acquired from RoomPro through the APA including the ALERTPOINT Mark, the ALERTPOINT Logo Mark, the ALERTBADGE Mark, and the ALERTHUB Mark.

89.

AlertPoint alleges in its Second Amended Complaint that 34ED infringed on the ALERTBADGE Mark and the ALERTHUB Mark.

90.

34ED has not infringed on any Marks owned by AlertPoint or by any of the Allen Parties, including the ALERTBADGE and ALERTHUB Marks.

91.

34ED is entitled under 28 U.S.C. §§ 2201 and 2202 to a declaration that it does not infringe on any Marks owned by AlertPoint or by any of the Allen Parties, including the ALERTBADGE and ALERTHUB Marks.

92.

34ED, by and through its acquisition of the Purchased Assets via the APA and through Olds and RoomPro's prior use, have senior rights to the ALERTPOINT

Mark, the ALERTPOINT Logo Mark, and the ALERTBADGE and ALERTHUB Marks.

93.

None of 34ED, Olds, or RoomPro has abandoned their rights in the ALERTPOINT Mark, the ALERTPOINT Logo Mark, and the ALERTBADGE and ALERTHUB Marks.

94.

AlertPoint's continued use of the ALERTPOINT Mark, the ALERTPOINT Logo Mark, and the ALERTBADGE and ALERTHUB Marks without authorization by 34ED is likely to cause confusion, mistake, or deception among consumers in the marketplace.

95.

34ED accordingly is further entitled under 28 U.S.C. §§ 2201 and 2202 to a declaration that it, and not any of the Allen Parties, owns the ALERTPOINT Mark, the ALERTPOINT Logo Mark, and the ALERTBADGE and ALERTHUB Marks.

96.

34ED is further entitled to an order declaring that AlertPoint's uses of "ALERTPOINT," including in its corporate names and in web domain names, such as "alertpointsecurity.com", are without authorization and infringe on 34ED's rights.

COUNT FOUR
(Cancellation of Trademark Registration under 15 U.S.C. § 1119 et seq.)
Against AlertPoint

97.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

98.

This is a claim for cancellation of U.S. Trademark Registration No. 5,633,595 (the “595 Registration”) for the ALERTPOINT Mark.

99.

The ‘595 Registration was obtained fraudulently by AlertPoint and is currently on the Principal Register in violation of 15 U.S.C. § 1064(3).

100.

AlertPoint alleges in Paragraph 89 of the Second Amended Complaint as follows: “A substantial controversy exists between AlertPoint, on one hand, and Dean Olds, RoomPro, and 34ED, on the other, regarding the ownership of the hardware and software associated with the” purported AlertPoint System.

101.

AlertPoint has placed “ownership of the hardware and software associated with the” purported AlertPoint System at issue before the Court.

102.

The “substantial controversy” over this property extends beyond hardware and software and into associated intellectual property, including the ‘595 Registration.

103.

As set forth above in paragraphs 61 – 66, AlertPoint knew that it was not the exclusive owner of the ALERTPOINT mark prior to filing the Statement of Use on September 20, 2018 that misled the USPTO to issue the ‘595 Registration to AlertPoint.

104.

Prior to filing the Statement of Use, AlertPoint knew that it did not own, control or possess the domain name “alertpoint.com”.

105.

Prior to filing the Statement of Use, AlertPoint knew that Olds and RoomPro had begun using the mark ALERTPOINT long before AlertPoint existed.

106.

Prior to filing the Statement of Use, AlertPoint knew that 34ED, Olds and RoomPro had entered into the APA and as a result, AlertPoint had initiated this litigation against Olds and RoomPro seeking a declaratory judgment to have the

Court determine and resolve the controversy between AlertPoint, Olds and RoomPro as to ownership of certain rights to hardware, software and other property being used by AlertPoint.

107.

When Ms. Brown signed the Statement of Use declaring under penalty of perjury that “[she] believes the applicant is the owner of the mark sought to be registered.”, Ms. Brown and AlertPoint knew that this statement was false.

108.

Furthermore, when Ms. Brown signed the Statement of Use declaring under penalty of perjury that

To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive,

Ms. Brown and AlertPoint knew this statement was false.

109.

In November 2018, when Ms. Brown registered the domain name, alertpointsecurity.com, she listed herself as the Registrant and listed her email as “christy.brown@edcoeducation.com”. By that time, she and AlertPoint knew, as

she was seeking registration of alertpointsecurity.com, that AlertPoint did not own the trademark ALERTPOINT or the domain name “alertpoint.com”.

110.

Neither Ms. Brown nor AlertPoint took any steps to retract the Statement of Use that had been submitted to the USPTO making false statements including that “the applicant is the owner of the mark sought to be registered.,” and that “To the best of the signatory's [Ms. Brown’s] knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.”

111.

AlertPoint has fraudulently obtained the ‘595 Registration based upon the false statements made by Ms. Brown and submitted to the USPTO on behalf of AlertPoint in order to convince the USPTO to issue the ‘595 Registration.

112.

Pursuant to 15 U.S.C. § 1064(3) and to resolve this “substantial controversy,” 34ED requests that this Court order that U.S. Trademark Registration No. 5,633,595 be cancelled immediately.

COUNT FIVE
(Unjust Enrichment)
Against AlertPoint

113.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

114.

As the result of AlertPoint’s improper conduct, it received benefits at the expense of 34ED.

115.

AlertPoint used hardware, designs, source code, software, programmers’ notes, technical descriptions, specifications, and other intellectual property associated with the RoomPro ALERT System on or before December 31, 2016 to build a product it now sells and markets under the name “AlertPoint Security.”

116.

AlertPoint did not have any right, implied or otherwise, to use this intellectual property, which it never owned or licensed.

117.

AlertPoint benefitted from this unauthorized use of intellectual property belonging to Olds and RoomPro and, after July 27, 2018, to 34ED.

118.

AlertPoint received and retained this benefit at the expense of 34ED.

119.

AlertPoint has not provided payment or compensation for the benefits they received from Olds, RoomPro, or 34ED.

120.

AlertPoint's continued retention of these benefits is unjust and to the express detriment of 34ED.

121.

34ED is entitled to damages for the funds and/or benefits unjustly retained by AlertPoint in an amount to be determined at trial.

COUNT SIX
(Quantum Meruit)
Against AlertPoint

122.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

123.

The Allen Parties failed and/or refused to reach an agreement with RoomPro or Olds concerning the Purchased Assets.

124.

Through the APA, 34ED reached an agreement with RoomPro and Olds and acquired the Purchased Assets.

125.

By its letter of August 14, 2018, 34ED disclosed to AlertPoint conditions pursuant to which 34ED would be willing to license certain rights to AlertPoint to permit AlertPoint to continue to use, promote and sell certain assets 34ED acquired from RoomPro and/or Olds.

126.

Upon information and belief, AlertPoint has used, further developed, promoted, licensed, and sold certain assets 34ED acquired from RoomPro and/or Olds to their benefit and without authorization from 34ED.

127.

34ED is accordingly entitled to damages, including without limitation license fees, in an amount to be determined at trial.

COUNT SEVEN
(Deceptive Trade Practices under O.C.G.A § 10-1-370 et seq.)
Against AlertPoint

128.

34ED repeats and realleges the allegations set forth in paragraphs 18-53 above.

129.

The actions of AlertPoint described herein constitute deceptive trade acts and practices in violation of Georgia law, specifically the Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 et seq.

130.

Upon information and belief, AlertPoint has intentionally sold and advertised goods and services derived from and/or using intellectual property owned by 34ED

without 34ED's authorization so as to confuse and deceive purchasers as to the source, sponsorship, approval or certification of, or the affiliation, connection or association with 34ED or with 34ED's crisis management goods and services.

131.

As a direct and proximate result of AlertPoint's wrongful conduct, AlertPoint has caused and will cause confusion, mistake and deception among the purchasing public as to the source of AlertPoint's goods and services and AlertPoint has received and will continue to receive sales and profits generated from the strength of 34ED's superior goods and services.

132.

As a result of these acts of infringement and unfair competition, 34ED has suffered and will continue to suffer irreparable injury and damage to its business relationships with its current and prospective customers, including but not limited to lost profits, lost reputation and loss of goodwill.

133.

34ED is accordingly entitled to injunctive relief, costs, and attorneys' fees for AlertPoint's knowing and intentional violation of the Act.

COUNT EIGHT
(Attorneys' Fees)
Against the Allen Parties

134.

34ED repeats and realleges the allegations set forth in Paragraphs 18-53 above.

135.

The Allen Parties have acted in bad faith, have been stubbornly litigious, and have caused 34ED unnecessary trouble and expense.

136.

Pursuant to O.C.G.A. § 13-6-11, 34ED is entitled to recovery of its expenses of litigation from the Allen Parties, including its reasonable attorneys' fees.

137.

In addition, AlertPoint knows that it does not own the RoomPro ALERT System, the Purchased Assets, or the derivative work described in the Second Amended Complaint as the "AlertPoint System."

138.

AlertPoint lacks substantial justification for its lawsuit against 34ED and has filed its lawsuit against 34ED for an improper purpose, namely, the harassment and

attempted intimidation of 34ED as 34ED continues to succeed in marketplace competition with AlertPoint.

139.

34ED is also entitled to an award of expenses of litigation, including its reasonable attorneys' fees, incurred in responding to AlertPoint's claims and in pressing its claims against the Allen Parties pursuant to O.C.G.A. § 9-15-14.

JURY DEMAND

In accordance with Fed. R. Civ. P. 38, 34ED demands a trial by jury for all triable issues in this action.

PRAYER FOR RELIEF

WHEREFORE, Defendant 34ED respectfully prays as follows:

- A. That Plaintiff take nothing by way of the Second Amended Complaint and judgment be entered in favor of Defendant 34ED on each and every cause of action in the Second Amended Complaint and the Counterclaims;
- B. That Plaintiff's Second Amended Complaint be dismissed with prejudice, and that all relief requested by Plaintiff be denied;
- C. That judgment be entered for Defendant 34ED;

- D. That the Court issue an order declaring that the RoomPro ALERT System and all intellectual property associated with it, including the Purchased Assets, are owned by Defendant 34ED;
- E. That judgment be entered declaring that the Allen Parties are legally barred and/or equitably precluded from asserting that Defendant 34ED infringes any of the Allen Parties' asserted rights and/or from recovering any damages;
- F. That the Court issue an order declaring that Plaintiff fraudulently obtained U.S. Trademark Registration No. 5,663,595;
- G. That the Court issue an order directing the United States Patent and Trademark Office to cancel U.S. Trademark Registration No. 5,663,595;
- H. That the Court find that the Allen Parties have engaged in false designation of origin, false advertising, deceptive trade practices and unfair competition against 34ED;
- I. That the Court issue an order enjoining the Allen Parties and all of their agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting for, with, by, through, or under authority of one or more of the Allen Parties, or in concert or participation with the Allen Parties, be enjoined permanently, from, directly or indirectly:

- a. using the ALERTPOINT Mark, the ALERTPOINT Logo Mark, or any other copy, reproduction, or colorable imitation, or confusingly similar version of the same on or in connection with their services;
- b. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with any of their services that is a copy, reproduction, colorable imitation, or simulation of, or confusingly similar to the trademarks, service marks, trade dresses, names, or logos of 34ED;
- c. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with their services that is likely to cause confusion, mistake, deception, or public misunderstanding that such services are operated or provided by 34ED, RoomPro or Olds, or is sponsored or authorized by 34ED, RoomPro or Olds, or is in any way connected or related to 34ED, RoomPro or Olds; and
- d. otherwise continuing any and all acts of false designation of origin, false advertising, unfair competition, deceptive trade practices, or false and/or misleading advertising as alleged herein;

- J. The Allen Parties be ordered to transfer the <alertpointsecurity.com> domain name to 34ED, or in the alternative, cease and desist from any and all further use of that domain name or any domain name containing the term “alertpoint” or any term confusingly similar to “alertpoint”;
- K. That the Allen Parties’ acts of false designation of origin, false advertising, unfair competition, deceptive trade practices, or false and/or misleading advertising complained of herein be deemed willful, and that 34ED be entitled to treble and punitive damages as a consequence;
- L. That 34ED have and recover its actual damages, compensatory damages, and punitive damages, in an amount to be proved at trial, to include pre-judgment and post-judgment interest as permitted by law;
- M. That 34ED have and recover its actual attorneys’ fees, expenses, and costs, both for the defense of this action, and for its Counterclaims; and
- N. That this Court award 34ED such other and further relief as this Court deems just and proper.

[signature block on following page]

Respectfully submitted, this 12th day of November, 2019.

Jeffrey D. Horst

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Georgia Bar No. 367834

Adam M. Sparks

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CERTIFICATE OF COMPLIANCE

Pursuant to LR 7.1(D), I hereby certify that the foregoing document has been prepared in accordance with the font type and margin requirements of LR 5.1, using font type of Times New Roman and a point size of 14.

This 12th day of November, 2019.

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CERTIFICATE OF SERVICE

This is to certify that I have this date served a true and correct copy of the foregoing *34ED's Verified Answer and Defenses to Plaintiff AlertPoint's Second Amended Complaint, Counterclaims, and Third-Party Complaint* via this Court's e-filing system, which will automatically provide notice and service to counsel for all parties of record.

This 12th day of November, 2019.

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ALERTPOINT, LLC,)

Plaintiff,)

v.)

DEAN OLDS, ROOMPRO)

TECHNOLOGIES, INC., and 34ED, LLC,)

Defendants,)

v.)

DAVID ALLEN and EDCO-)

EDUCATIONAL CONSULTANTS, INC.,)

Counterclaim Defendants.)

Case No.: 1:18-cv-03879-ELR

VERIFICATION OF 34ED, LLC

Personally appeared before me, the undersigned officer, duly authorized by law to administer oaths, came Matthew Stevens who, after being duly sworn, states under oath, that the information contained in 34ED, LLC's *34ED's Verified Answer and Defenses to Plaintiff AlertPoint's Second Amended Complaint, Counterclaims, and Third-Party Complaint* is true and correct to the best of his knowledge, information, and belief.

This ^{12th} day of November, 2019.



34ED, LLC

By: Matthew Stevens
Its: Chief Executive Officer

Sworn to and subscribed before
me this ^{12th} day of ^{Nov}, 2019.

NOTARY PUBLIC
My commission expires:

EXHIBIT

A

BILL OF SALE

This Bill of Sale ("*Bill of Sale*") is dated as of July 27, 2018, by and among 34ED, LLC, a Delaware limited liability company ("*Buyer*"), RoomPro Technologies, Inc. ("*RoomPro*"), a Wisconsin corporation, and Dean Olds ("*Olds*," and together with RoomPro, "*Sellers*").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "*Asset Purchase Agreement*"), dated as of the date hereof, by and among Buyer and Sellers, Sellers, jointly and severally, agree to sell to Buyer and Buyer agrees to purchase from Sellers, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, certain of the assets, properties and rights of Sellers;

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of Sellers' rights, title and interests in and to the Purchased Assets, including all Proprietary Rights; and

THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which Sellers and Buyer each acknowledge, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Conveyance. Effective as of the Closing Date, Sellers, jointly and severally, hereby sell, transfer, assign, convey and deliver to Buyer good and merchantable title in and to all of the Purchased Assets free and clear of all Liens, other than Permitted Liens.

3. Incorporation of Asset Purchase Agreement. This Bill of Sale incorporates by reference all of the terms of the Asset Purchase Agreement, including but not limited to Sellers' representations, warranties, covenants, and agreements relating to the Purchased Assets, as if each term was fully set forth herein. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided, and subject to the limitations set forth, in the Asset Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

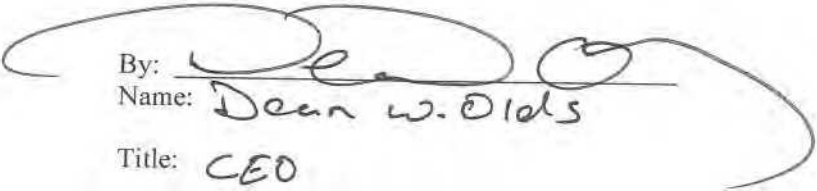
4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the Laws of the State of Georgia without giving effect to any of the conflict of law rules thereof.

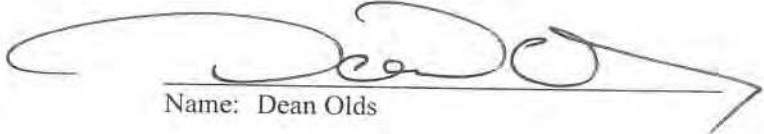
5. Effective Date. This Bill of Sale shall be effective as of the Closing Date.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the Closing Date.

SELLERS:


ROOMPRO TECHNOLOGIES, INC.

By: 
Name: Dean W. Olds
Title: CEO


Name: Dean Olds

BUYER:

34ED, LLC

By: 
Name: James K. Superski
Title:

EXHIBIT

B

ALERTPOINT

Dean Olds <deano@alertpoint.com>

RE: Alertpoint check

1 message

Christy Brown <christy.brown@edcoeducation.com>

Mon, Apr 2, 2018 at 12:21 PM

To: Dean Olds <dean.olds@alertpoint.com>

Cc: David Allen <david.allen@edcoeducation.com>

Dean,

I just spoke with Manjunath Gokare and he states that you have been working with him since February regarding all of this. I literally have no idea what this program is and what our liability is in regards to the US Dept. of Homeland Security.

Further, it is my understanding that you signed documentation retaining this lawyer on behalf of Alertpoint. **You have absolutely no authorization whatsoever to retain any attorney or act as a signature on behalf of Alertpoint unless authorized. Per David Allen, you are not authorized.** You need to send to David and I all correspondence and information you have between yourself and this lawyer so I can assess Alertpoint's liability. I do not appreciate not being included in this. I am the CFO and General Counsel for this company **and you are not authorized to sign anything for Alertpoint unless David Allen gives you such authority in writing.**

Christina A. Brown, Esq.

CHIEF FINANCIAL OFFICER

GENERAL COUNSEL



Office: 770-720-0222 | Office Fax: 770-720-0777

Toll-Free: 1-855-720-0222 | Fax: 1-855-720-0777

1201 Roberts Boulevard Suite 100 | Kennesaw, GA 30144

Visit Us Online: www.edcoeducation.com

From: Dean Olds <dean.olds@alertpoint.com>

Sent: Monday, April 02, 2018 11:37 AM

To: Christy Brown <christy.brown@edcoeducation.com>

Cc: David Allen <david.allen@edcoeducation.com>; Christina Evans <christina.evans@edcoeducation.com>

Subject: Re: Alertpoint check

The Cobb check has not come. I have not heard back from Karen last week at AP. It looks like they are gone this week so I am hoping it comes today (after getting cut Friday).

I did send another check with Naveen to your office. I need to figure out payables on that before we spend some of it (we need to send that to china, but might be best to do payroll first).



Dean Olds <deano@roomprotech.com>

Booth setup

Dean Olds <deano@roomprotech.com>

Thu, May 26, 2016 at 1:56 PM

To: David Allen <david.allen@edcoeducation.com>, Shea Allen <shea.allen@edcoeducation.com>, Mike Matera <mikem@roomprotech.com>

David/Shea,

Mike and I were working on booth requirements today (and what we need to have changed graphically to be ready). Reading the GAMEIS website it looks to be a 15x15 booth, correct?

Take a look at the attached render utilizing half of that space. Thoughts? Anything you don't like or would want to change/add? The new branding would be ALERTPOINT logo (and colors) on the right panel with three emphasis below it.

- Real-time Crisis Management
- Instant Alert Notification
- Automated Emergency Response

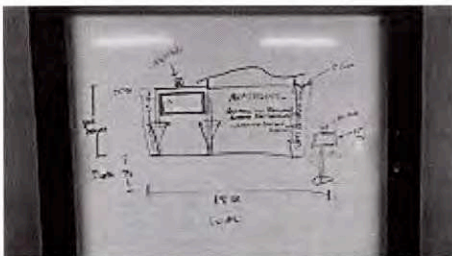
We would have a couple ALERThubs and ALERTmics (I kind of like the new naming, good job David) in the booth. We could also add the camera. There would be two displays to show apps and active alerts.

I think it would be good as we discussed yesterday to create separation between ALERTPOINT and EDCO and Mike and I should really be branded in ALERTPOINT polos. Not sure what other vendors normally wear for this show. Please advise.

Thanks,
Dean

Dean Olds | RoomPro Technologies

deano@roomprotech.com
800.980.3381 x 121 (toll free)
715.350.9515 (cell)
888.861.9326 (fax)
www.safemic.com



IMG_20160526_135432391.jpg
2880K



Dean Olds <deano@roomprotech.com>

12 Month Plan

Dean Olds <deano@roomprotech.com>

Fri, Jan 15, 2016 at 12:33 PM

To: David Allen <david.allen@edcoeducation.com>, Eddie Hall <eddie.hall@edcoeducation.com>

David and Eddie,

Please see attached plan for what was discussed.

Main points:

-EDCO would pay 1099 checks for January, February, March (bi-weekly) for Mike and Dean. Mike Matera would be \$3500 every two weeks, Dean would be \$4,000 every two weeks (15th and 30th). Those amounts would come off "buy-in" amount. That is probably the most pressing item as development is ongoing right now.

-RoomPro continues to pay for development over the next 30-60 days, and will need help after that for continued development (any amounts paid will come off "buy-in").

- Sales price is as a sole source direct sale to end-user and includes paying a commission + installation to EDCO (this could become a reseller type situation with other sellers).

- RoomPro would setup a small demo in 2-3 weeks at the Canton office.

- A buy of approximately 150 units would be needed in March (100 for two beta schools, 40 for engineering testing, 10 for Canton office).

- David/EDCO would buy in up to 50% of the company at the actual cost value (lets estimate a 500k value for now, with 250k needed to buy in at 50%). Any costs for 1099 payments, or other approved cash outlays from EDCO during the initial period would deduct from that price based upon the same formula.

- A real company should be setup and salaries converted in April time frame. Mike would stay at same amount, Dean would increase to \$6,000 every two weeks (to also help catch up on taxes). A developer would be added along with another support/implementation and developer later in the year as needed.

-Travel would be minimal but would include a time in Feb/March where we bring the developer and Mike down for 3-4 weeks and finish product.

- By beginning of May we go to full production as long as no major changes needed in design or hardware (software and firmware will continue to get tweaked). Then we start full setup for cost optimization and regulatory approval (plastic molding, production setups, FCC, etc.). First production units should come out around August. Software will have been tested and improved all that time during beta testing.

Overall this keeps EDCO's investment in this venture low until we get a product finished and sold. We should talk ASAP as Mike needs to get paid soon.

Thanks,
Dean

Dean Olds | RoomPro Technologies

deano@roomprotech.com
800.980.3381 x 121 (toll free)
715.350.9515 (cell)
888.861.9326 (fax)
www.safemic.com



 **AlertPoint and SafeMic 12 Month Plan - Direct Model with Commission.xlsx**
12K

EXHIBIT

C

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1553 (Rev 09/2005)

OMB No. 0651-0054 (Exp 12/31/2020)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87396463
LAW OFFICE ASSIGNED	LAW OFFICE 101
EXTENSION OF USE	NO
MARK SECTION	
MARK	https://tmng-al.uspto.gov/resting2/api/img/87396463/large
LITERAL ELEMENT	ALERTPOINT
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size or color.
OWNER SECTION	
NAME	AlertPoint, LLC
INTERNAL ADDRESS	Suite 100
STREET	1201 Roberts Boulevard
CITY	Kennesaw
STATE	Georgia
ZIP/POSTAL CODE	30144
COUNTRY	United States
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	009
CURRENT IDENTIFICATION	Crisis management system consisting of computer hardware, computer software for use in facilitating communication in the event of an emergency, computer peripherals, sensors, video cameras, wireless transmitters, wireless receivers, audio and visual alert beacons, and wearable alert units; and Mobile application software for use in facilitating communication in the event of an emergency
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	06/07/2017
FIRST USE IN COMMERCE DATE	02/20/2018
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT17\IMAGEOUT 17\873\964\87396463\xml15\SOU0002.JPG
	\\TICRS\EXPORT17\IMAGEOUT 17\873\964\87396463\xml15\SOU0003.JPG

	\\TICRS\EXPORT17\IMAGEOUT 17\873\964\87396463\xml15\SOU0004.JPG
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	\\TICRS\EXPORT17\IMAGEOUT 17\873\964\87396463\xml15\SOU0006.JPG
SPECIMEN DESCRIPTION	Screenshots from Applicant's mobile application and photographs of Applicant's hardware, in each case bearing the mark
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	1
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	100
TOTAL AMOUNT	100
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Christina Brown/
SIGNATORY'S NAME	Christina Brown
SIGNATORY'S POSITION	CFO and General Counsel
DATE SIGNED	09/19/2018
FILING INFORMATION	
SUBMIT DATE	Thu Sep 20 05:50:27 EDT 2018
TEAS STAMP	USPTO/SOU-XX.XX.XXX.XXX-2 0180920055027875229-87396 463-61081345e3d2d1912ce71 81c94301b881c3a7d3574e607 fa7c693878ac613443c-CC-73 09-20180919144428461843

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1553 (Rev 09/2005)

OMB No. 0651-0054 (Exp 12/31/2020)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

MARK: ALERTPOINT(Standard Characters, see <https://tmng-al.uspto.gov/resting2/api/img/87396463/large>)

SERIAL NUMBER: 87396463

The applicant, AlertPoint, LLC, having an address of

Suite 100

1201 Roberts Boulevard

Kennesaw, Georgia 30144

United States

is submitting the following allegation of use information:

For International Class 009:

Current identification: Crisis management system consisting of computer hardware, computer software for use in facilitating communication in the event of an emergency, computer peripherals, sensors, video cameras, wireless transmitters, wireless receivers, audio and visual alert beacons, and wearable alert units; and Mobile application software for use in facilitating communication in the event of an emergency

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 06/07/2017, and first used in commerce at least as early as 02/20/2018, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshots from Applicant's mobile application and photographs of Applicant's hardware, in each case bearing the mark.

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$100 will be submitted with the form, representing payment for the allegation of use for 1 class.

Declaration

- The signatory believes that the applicant is the owner of the mark sought to be registered.
For a trademark or service mark application, the mark is in use in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified.
For a collective trademark, collective service mark, collective membership mark application, the applicant is exercising legitimate control over the use of the mark in commerce by members on or in connection with all the goods/services/collective membership organization in the application or notice of allowance, or as subsequently modified.
For a certification mark application, the applicant is exercising legitimate control over the use of the mark in commerce by authorized users on or in connection with the all goods/services in the application or notice of allowance, or as subsequently modified, and the applicant is not engaged in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.
- The specimen(s) shows the mark as used on or in connection with the goods/services/collective membership organization in commerce.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or

concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.

- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Christina Brown/ Date Signed: 09/19/2018

Signatory's Name: Christina Brown

Signatory's Position: CFO and General Counsel

RAM Sale Number: 87396463

RAM Accounting Date: 09/20/2018

Serial Number: 87396463

Internet Transmission Date: Thu Sep 20 05:50:27 EDT 2018

TEAS Stamp: USPTO/SOU-XX.XX.XXX.XXX-2018092005502787

5229-87396463-61081345e3d2d1912ce7181c94

301b881c3a7d3574e607fa7c693878ac613443c-

CC-7309-20180919144428461843



Boost LTE

12:31 PM



ALERTPOINT™



Building



Staff

HELP

Staff Testing

Test Staff Alert



ALERTS

ACTIVATE





Boost LTE

1:02 PM



ALERTPOINT™



Building



Staff

CODE BLUE

CODE GREEN

CODE RED

CODE WHITE

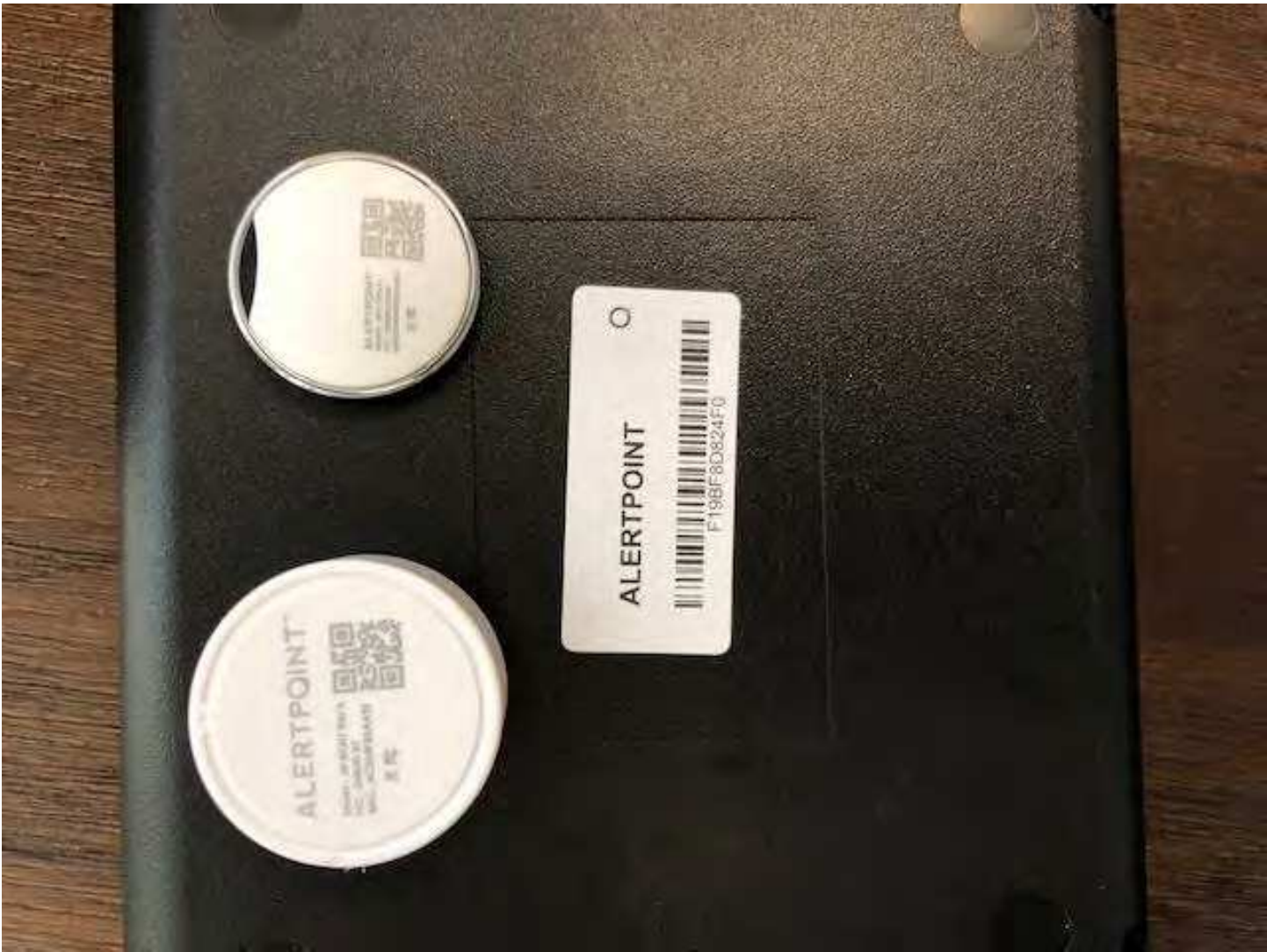
CODE YELLOW



ALERTS

ACTIVATE





FEE RECORD SHEET

Serial Number: 87396463



RAM Sale Number: 87396463

Total Fees: \$100

RAM Accounting Date: 20180920

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20180920	\$100	1	\$100

Transaction Date: 20180920



EXHIBIT

D



Search the WHOIS Database

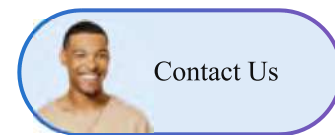
Enter a domain name to search

Search

[Private Registration](#) [Local listings](#)

WHOIS search results

Domain Name: alertpointsecurity.com
 Registry Domain ID: 2328811230_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Updated Date: 2018-11-02T18:27:04Z
 Creation Date: 2018-11-02T18:27:03Z
 Registrar Registration Expiration Date: 2021-11-02T18:27:03Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited <http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID: Not Available From Registry



Registrant Name: Christy Brown
Registrant Organization:
Registrant Street: 1201 Roberts Blvd.
Registrant Street: Ste. 100
Registrant City: Acworth
Registrant State/Province: Georgia
Registrant Postal Code: 30101
Registrant Country: US
Registrant Phone: +1.7707200222
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: christy.brown@edcoeducation.com
Registry Admin ID: Not Available From Registry
Admin Name: Christy Brown
Admin Organization:
Admin Street: 1201 Roberts Blvd.
Admin Street: Ste. 100
Admin City: Acworth
Admin State/Province: Georgia
Admin Postal Code: 30101
Admin Country: US
Admin Phone: +1.7707200222
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: christy.brown@edcoeducation.com
Registry Tech ID: Not Available From Registry
Tech Name: Christy Brown
Tech Organization:



Contact Us

Tech Street: 1201 Roberts Blvd.

Tech Street: Ste. 100

Tech City: Acworth

Tech State/Province: Georgia

Tech Postal Code: 30101

Tech Country: US

Tech Phone: +1.7707200222

Tech Phone Ext:

Tech Fax:

Tech Fax Ext:

Tech Email: christy.brown@edcoeducation.com

Name Server: NS-219.AWSDNS-27.COM

Name Server: NS-1699.AWSDNS-20.CO.UK

Name Server: NS-1459.AWSDNS-54.ORG

Name Server: NS-576.AWSDNS-08.NET

DNSSEC: unsigned

URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

>>> Last update of WHOIS database: 2019-11-08T16:00:00Z <<<

For more information on Whois status codes, please visit <https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

IMPORTANT: Port43 will provide the ICANN-required minimum data set per ICANN Temporary Specification, adopted 17 May 2018.

Visit <https://whois.godaddy.com> to look up contact data for domains not covered by GDPR policy.

The data contained in GoDaddy.com, LLC's Whois database,



while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records.

Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

[See Underlying Registry Data](#) | [Contact Domain Holder](#) | [Report Invalid Whois](#)

Want to buy this domain?

Get it with our Domain Broker Service.

Go



Contact Us

Is this your domain?

Add hosting, email and more.

Go

Get our newsletter, join the community:

Email Address

SIGN UP

We love taking your call.

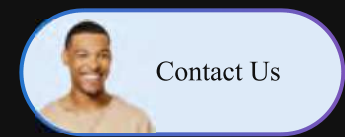
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Resources

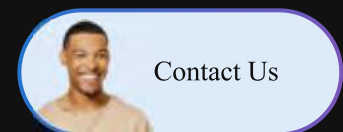
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[WHOIS](#)

[GoDaddy Mobile App](#)

[ICANN Confirmation](#)

[Tools for Pros](#)



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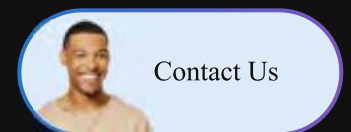
Shopping

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- Web Security
- Email & Office
- Phone Numbers
- Promos



United States - English ^ USD ^



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