

by e-mail to: adblokedge@zoho.com

CMS Hasche Sigle
Partnerschaft von Rechtsanwälten
und Steuerberatern mbB

Kranhaus 1 / Im Zollhafen 18
50678 Köln

T +49 221 7716 0
F +49 221 7716 110

www.cms-hs.com

Deutsche Bank AG
BLZ 370 700 60
Kto. 330 331 000
IBAN DE09370700600330331000
BIC DEUTDE33XXX

Dr. Heike Blank
Our ref.: Blk-Schad-fi-2014/03209
Office: Anke Finkler
T +49-221-7716-212
F +49-221-7716-235
E heike.blank@cms-hs.com

21 March 2014

Re: Infringement of Adblock Plus Intellectual Property Rights

Dear Sirs:

we represent Eyeo GmbH d/b/a Adblock Plus ("Adblock Plus").

1. Eyeo owns the entire right, title and interest in and to the trademarks ADBLOCK, ADBLOCK PLUS and ABP and Design used in connection with the provision of software and services for the screening and blocking of Internet banner, pop-up, video and other advertisements including, but not limited to, International Registration No. 1179436 under the Madrid Protocol designating China, India, South Korea, Mexico, and the Russian Federation; Community Trademark Registration No. 009643453; Community Trademark Registration No. 011407251; United States Trademark Application Serial No. 85835917; United States Trademark Application Serial No. 85790067; as well as applications for the trademark ADBLOCK PLUS in Brazil, China, and the Russian Federation, and applications for the trademark ADBLOCK PLUS in Brazil, Canada, and the United Arab Emirates (together, the "ADBLOCK Marks").

Adblock Plus has continuously used the ADBLOCK Marks since at least as early as January 2006 in the United States and throughout the world, and has invested and continues to invest heavily in advertising and other marketing activities to develop and enhance the high profile of its ADBLOCK Marks. As a result of such long-term use, advertising and expenditures, Adblock Plus has established considerable goodwill in the ADBLOCK Marks throughout the world. The browser add-on offered under the ADBLOCK Marks are extremely well-known and belong to the most down-loaded and therefore best known add-ons worldwide.

2. We note that our client's ADBLOCK PLUS Marks were and are infringed in listings advertising two apps available for download on several websites. These apps go by the names of "Adblock Lite" and "Adblock Edge".
 - a) The former was, until recently, offered under the acronym "ABL" and promoted through the use of a red octagonal shape evoking a stop sign:



See the following URL for an example:

https://addons.mozilla.org/en-US/firefox/addon/adblock_lite/?src=userprofile

A screenshot of this webpage is attached hereto as Exhibit A.

- b) The latter continues to be offered by a number of different Web Stores, a list of which can be found at the following URL:

https://www.google.de/?gfe_rd=ctrl&ei=9mQMU_qEsOX_AaenIGwDQ&gws_rd=cr#q=adblock+edge+download

A screenshot of this webpage is attached hereto as Exhibit B.

This list includes, inter alia, Mozilla's Firefox Web Store at the following URL:

<https://addons.mozilla.org/en-US/firefox/addon/adblock-edge/?src=userprofile>

A screenshot of this webpage is attached hereto as Exhibit C.

- c) Notwithstanding the alteration of the icon used to promote Adblock Edge on February 8th, 2014, our client's rights are continuously being infringed upon.

Several Web Stores continue to use the following octagonal shape evoking a stop sign to promote Adblock Edge:



See the following URL for an example:

<http://adblock-edge.softonic.com/>

A screenshot of this webpage is attached hereto as Exhibit D.

The unauthorized use comprises and contains a nearly identical version of our client's ADBLOCK PLUS Marks, is likely to cause confusion and/ or dilution in the minds of the consuming public, misleading and disparagingly associates our client's goodwill and is likely to erode our client's customer base. Not only comments of the public (see <https://adblockplus.org/blog/adblock-plus-trademarks>, attached hereto as Exhibit E), but also you (see <https://bitbucket.org/adstomper/adblockedge/commits/8bedf9e7abeb8c0664d0c0ef17cc03bc4d3141f2>, attached hereto as Exhibit F) acknowledge this trademark infringement.

Such unauthorized use has caused and is continuing to cause serious harm and damage to Adblock Plus and violates Adblock Plus' rights under the Lanham Act as well as applicable state and international laws, entitling Adblock Plus to recover, among other things, damages and injunctive and other equitable relief.

3. Therefore, we demand that you: (i) immediately cease all use as described before (see No. 2). This includes desisting from the use of an octagonal shape evoking a stop sign as an icon (regardless of its color) and refraining from the use of the word "adblock" (capitalized or uncapitalized); (ii) sign the attached undertaking to cease and desist including your obligation to pay a contractual penalty in the amount of USD 10,000 in case of a negligent breach of the above cease and desist obligation; and (iii) provide us with your written assurance and adequate proof that you have taken the steps to comply with the above demands no later than **April 3, 2014**.

In addition to these claims, our client is entitled to claim for damages. This claim will be calculated and asserted at a later stage.

4. Should you decide not to resolve this matter amicably and not to settle it out of court, please be aware that our client will assert his full rights in a litigation against you. In

case a “John Doe” action versus the host of the browser stores is required, please be assured that all costs incurred by this action will be recouped by our client in relation to you.

This letter does not constitute a complete or exhaustive statement of our client's rights, claims, contentions, or legal theories. Nothing stated herein is intended as, nor should it be deemed to constitute, an admission of any fact, or a waiver or relinquishment of any of Adblock Plus' rights or remedies, whether legal or equitable, all of which are hereby expressly reserved.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'H. Blank', written in a cursive style.

Dr Heike Blank

Vollmacht

In Sachen

Eyeo GmbH

("Vollmachtgeber")

wegen

Markenverletzung Adblock Lite/ Adblock Edge

wird hiermit den Rechtsanwälten der Anwaltssozietät

Power of Attorney

In the matter of

Eyeo GmbH

("Clients")

in respect of

trade mark infringement Adblock Lite/ Adblock Edge

the lawyers of the law firm

C'M'S Hasche Sigle

Partnerschaft von Rechtsanwälten und Steuerberatern mbB

in Berlin, Düsseldorf, Frankfurt (Main), Hamburg, Köln, Leipzig, München, Stuttgart, Brüssel, Moskau, Shanghai

insbesondere

Frau RA Dr. Heike Blank

Herrn RA Dr. Pietro Graf Fringuelli

- jedem einzelnen allein -

("Bevollmächtigte")

in particular

Dr Heike Blank

Dr Pietro Graf Fringuelli

- each of them individually -

("Lawyers")

unbeschränkte Vollmacht erteilt, den Vollmachtgeber gerichtlich und außergerichtlich gegenüber jedermann, insbesondere gegenüber Gerichten und Behörden, und zwar in allen Instanzen, zu vertreten. Die Bevollmächtigten sind unter anderem zur Abgabe von Willenserklärungen, auch einseitigen wie beispielsweise Kündigungs-, Anfechtungs-, Aufrechnungs- und Widerrufserklärungen, berechtigt. Diese Vollmacht umfasst die Einlegung, die Zurücknahme sowie die Beschränkung von Rechtsbehelfen aller Art und den Verzicht auf dieselben. Die Vollmacht erstreckt sich auf Nebenverfahren, insbesondere Arrest, einstweilige Verfügung, Kostenfestsetzung, Zwangsvollstreckung, sowie Insolvenzverfahren und Familiensachen. Die Vollmacht umfasst darüber hinaus den Abschluss von Vergleichen und die Erklärung von Verzicht und Anerkenntnis.

Die Bevollmächtigten sind berechtigt, Untervollmacht zu erteilen.

Die Bevollmächtigten sind berechtigt, Gegenstände und Vermögenswerte aller Art für den Vollmachtgeber in Empfang zu nehmen.

Die Bevollmächtigten sind zur Vornahme und zum Empfang von Zustellungen aller Art und in sämtlichen Verfahrensarten berechtigt.

Etwaige Kostenerstattungsansprüche werden mit Vollmachtserteilung an die Bevollmächtigten abgetreten.

Durch Erteilung dieser Vollmacht werden die in dieser Sache von den Bevollmächtigten bereits vorgenommenen Handlungen genehmigt.

Inhalt und Wirksamkeit der Vollmacht unterliegen deutschem Recht.

are hereby granted unrestricted Power of Attorney to represent the Clients vis-à-vis third parties both before court and outside of court, in particular, before courts and authorities at all instances. The Lawyers shall, inter alia, be entitled to deliver declarations, including unilateral declarations such as termination notices, challenges, set-off declarations or declarations of rescission. This Power of Attorney encompasses the initiation, the withdrawal and the limitation of legal remedies and procedures of whatever kind as well as the decision not to pursue these. This Power of Attorney also encompasses collateral proceedings, in particular, seizure, injunction, taxation of costs, enforcement of judgement as well as insolvency proceedings and family matters. In addition, this Power of Attorney encompasses the conclusion of settlements and declarations of waiver and renunciation as well as of acknowledgement.

The Lawyers shall be entitled to grant sub-Powers of Attorney.

The Lawyers are authorised to accept items and assets of whatever kind on behalf of the Clients.

The Lawyers are authorised to serve and to accept legal documents of whatever kind in respect of any kind of legal proceedings.

Any claims for reimbursement of costs are hereby assigned to the Lawyers.

The grant of this Power of Attorney shall thereby approve any actions already undertaken by the Lawyers.

The contents and the validity of this Power of Attorney are subject to German law.

Köln/ Cologne
Ort/Place

20/03/2014
Datum/Date


Unterschrift/Signature

About this Add-on

Q search for add-ons

58 user reviews
82,522 users all

 Add to collection
 Share this Add-on

Exhibit F

Undertaking to cease and desist

We hereby undertake vis-à-vis Eyeo GmbH, Im Klapperhof 7-23, 50670 Köln, Germany, in a legally binding manner

1. to cease and desist from using an octagonal shape evoking a stop sign in connection with the provision of software and services for the screening and blocking of Internet banner, pop-up, video and other advertisements, in particular to cease and desist from using



2. to cease and desist from using the designations with the part "Adblock" (capitalized or uncapitalized), in particular "Adblock Lite" and "Adblock Edge" in connection with the provision of software and services for the screening and blocking of Internet banner, pop-up, video and other advertisements
3. to pay a contractual penalty in the amount of USD 10,000 in case of a negligent breach of the obligations pursuant to para. 1 or 2 above.

This undertaking is subject to German substantive law.

Date:

Place:

Company (name):

Signatory (name):

Function:

Signature: