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TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court _____ on the following Patents or Trademarks:

DOCKET NO. CV 07-04819 HRL	DATE FILED 9/19/07	U.S. DISTRICT COURT Northern District of California, 280 South First St., San Jose, CA 95113
PLAINTIFF EXTREME CCTV		DEFENDANT SAY SECURITY GROUP
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 D452,697		SEE ATTACHED COMPLAINT
2		
3		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

CLERK Richard W. Wiekig	(BY) DEPUTY CLERK Betty Walton	DATE
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

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RICHARD W. WICKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 RONALD F. LOPEZ, CA BAR NO. 111756, rlopez@thelen.com
2 MARLENE WILLIAMS, CA BAR NO. 197107, mjwilliams@thelen.com
3 **THELEN REID BROWN RAYSMAN & STEINER LLP**
4 101 Second Street, Suite 1800
San Francisco, CA 94105-3606
Telephone: (415) 371-1200
Facsimile: (415) 371-1211

5 ROBERT E. KREBS (SBN 57526), rkrebs@thelen.com
6 CHRISTOPHER L. OGDEN (SBN 235517), cogden@thelcn.com
7 **THELEN REID BROWN RAYSMAN & STEINER LLP**
8 225 West San Carlos Street, Suite 1200
9 San Jose, CA 95113
Telephone: (408) 292-5800
Facsimile: (408) 287-8040

10 Attorneys for Plaintiffs
11 EXTREME CCTV, INC. and
FORWARD VISION CCTV LIMITED

12
13 UNITED STATES DISTRICT COURT
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA

15
16 EXTREME CCTV, INC.,
a foreign corporation, and
17 FORWARD VISION CCTV LIMITED, a
18 foreign corporation,

19 Plaintiffs,

20 vs.

21 SAY SECURITY GROUP USA,
an Ohio limited liability company ,
22 Defendant.

C 07 4819 HRL
Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, UNFAIR
COMPETITION AND TRADE DRESS
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **PARTIES, JURISDICTION AND VENUE**

2 1. Plaintiff Extreme CCTV, Inc. ("Extreme") is a Vancouver, British Columbia
3 company having its principal place of business at 3021 Underhill Avenue Burnaby, British
4 Columbia, Canada V5A 3C2.

5 2. Plaintiff Forward Vision CCTV Limited ("Forward") is a British company having
6 its principal place of business at Noteberne House, 84 High Street, Southampton, United
7 Kingdom. Forward is a wholly owned subsidiary of Extreme.

8 3. On information and belief, defendant SAY Security Group USA, LLC ("SAY") is
9 an Ohio corporation having its principal place of business at 520 E. Montford Avenue, ADA,
10 Ohio, 45810. On information and belief, SAY is part of an international group of companies
11 including SAY Security Group Hong Kong, based in Shenzhen, China, a region having a
12 reputation for widespread trademark infringement.

13 4. On information and belief, SAY distributes and sells products in California,
14 including its Titan PTZ camera. In order to advertise and sell products, SAY purchases "adwords"
15 from Google. Google is headquartered in Santa Clara, California. Under the Google Inc.
16 Advertising Program Terms, SAY consents to personal jurisdiction in Federal or State Courts of
17 Santa Clara County.

18 5. This action arises under the patent laws of the United States (Title 35 of the United
19 States Code), under the trademark laws of the United States (15 U.S.C. §1114, §1117-8, and
20 §1125(a)).

21 6. This court has subject matter jurisdiction pursuant to 15 U.S.C. §1116, §1121, and
22 28 U.S.C. §1338(a).

23 7. Venue in this district is proper pursuant to 28 U.S.C. §1391(b) and §1400(b).

24 **COMMON ALLEGATIONS**

25 8. For over a decade, Extreme and its subsidiaries, have been in the business of
26 manufacturing surveillance video cameras and related products namely, mounting brackets, boxes,
27 covers, housings, domes, pan/tilt motors, microphone modules, power supplies, battery packs,
28

1 lens, infrared illuminators, control modules, radio frequency transmitters and light emitting diode
2 illuminators.

3 9. Extreme and its subsidiaries, have designed, developed and manufactured these
4 advanced infrared illuminators and precision engineered surveillance solutions for critical
5 infrastructure, defense, Homeland Security, transportation and national heritage sites. Extreme
6 cameras and illuminators are being delivered to critical locations on every continent.

7 **COUNT ONE – PATENT INFRINGEMENT**

8 10. Extreme and Forward incorporate by reference paragraphs one (1) through nine (9)
9 herein.

10 11. Forward is the owner of United States Design Patent No. D452,697 (the “’697”
11 patent), issued on January 1, 2002, and has the right to sue on the ’697 patent. A copy of the ’697
12 patent is appended as Exhibit A.

13 12. Extreme and its subsidiaries manufacturer, market and sell a product pursuant to the
14 ’697 patent known as the Moondance, a Metal PowerDome PTZ Camera. A copy of a screen shot
15 from Extreme’s website depicting the Moondance is appended as Exhibit B.

16 13. SAY is marketing, distributing and selling products covered by one or more claims
17 of the ’697 patent, including a product known as the Titan, a Metal SpeedDome PTZ Camera. A
18 copy of a screen shot from SAY’s website depicting the Titan is appended as Exhibit C.

19 14. SAY has infringed, and is continuing to infringe, the ’697 patent by selling, offering
20 to sell, and/or using within and/or importing into the United States products covered by one or
21 more of the claims of the ’697 patent.

22 15. SAY’s infringement of the ’697 patent is and has been willful, has caused and will
23 continue to cause Extreme to suffer substantial damages, and has caused and will continue to
24 cause Extreme to suffer irreparable harm for which there is no adequate remedy at law.

25 16. Extreme and its subsidiaries have placed any and all required statutory notices on
26 all products manufactured and sold under the ’697 patent.

27 17. On February 2, 2007, plaintiff demanded that SAY cease and desist from its
28 infringement of Extreme’s patent by means of a written demand letter.

1 18. SAY has failed and refused to desist from infringing the '697 patent, and will
2 continue to so infringe unless enjoined by this Court.

3 19. SAY's infringing conduct has damaged plaintiffs in an amount to be proven at trial.
4

5 **COUNT TWO – TRADEMARK INFRINGEMENT**

6 20. Extreme incorporates by reference paragraphs one (1) through nine (9) herein.

7 21. Extreme has been selling surveillance video cameras using the "EXTREME
8 CCTV" trade name and trademark continuously throughout the United States and internationally
9 since at least as early as January 31, 2000.

10 22. Extreme owns Registration No. 2,663,808 on the Principal Register of the United
11 States Patent and Trademark Office for EXTREME CCTV for "surveillance video cameras,
12 namely mounting brackets, microphone modules, electrical power supplies, lens, explosion-proof
13 housings; infrared illuminators." This was filed on January 19, 2000 and registered on December
14 17, 2002. A true and correct copy of this registration is appended as Exhibit D.

15 23. Extreme has been selling PTZ surveillance cameras using the "MOONDANCE"
16 trademark continuously throughout the United State and internationally since at least as early as
17 September 3, 2003.

18 24. Extreme owns Registration No. 2,944,304 for MOONDANCE on the Principal
19 Register of the United States Patent and Trademark Office for "surveillance video cameras and
20 related products, namely mounting brackets, boxes, covers, housings, domes, pan/tilt motors,
21 microphone modules, power supplies, battery packs, lens, infrared illuminators, control modules,
22 radio frequency transmitters, light emitting diode illuminators." This was filed on December 7,
23 2001 and registered on April 26, 2005. A true and correct copy of this registration is appended as
24 Exhibit E.

25 25. The "EXTREME CCTV" trade name and trademark and the "MOONDANCE"
26 trademark (collectively the "Extreme Marks") are inherently distinctive symbols of Extreme's
27 products. Through continuous use for over seven and three years, respectively, the Extreme marks
28 have acquired substantial goodwill, have become a valuable asset as a symbol of Extreme's quality

1 products, and have become well known throughout the United States and internationally in the
2 trade and among customers in the surveillance camera industry.

3 26. Over the years, Extreme has invested considerable resources in establishing the
4 Extreme Marks in the minds of customers as a source of high quality surveillance cameras,
5 mounting brackets, and accessories related thereto.

6 27. Extreme markets its goods under the Extreme Marks through distributors in the
7 United States who advertise such goods on the internet, and Extreme also markets directly to
8 potential customers using the internet and its website at www.extremecctv.com. A significant
9 amount of marketing of Extreme's goods in conducted over the internet.

10 28. By virtue of its prior use and registration of the Extreme Marks, Extremc is the
11 senior owner of all right, title and interest in the Extreme Marks.

12 29. SAY is a seller of products identical to those sold under the Extreme Marks,
13 including a product known as the Titan, a PTZ camera that is substantially the same to Extreme's
14 MOONDANCE PTZ camera.

15 30. On information and belief, SAY has purchased certain "adwords" from Google Inc.
16 that incorporate the Extreme Marks, including "Moondance PTZ", "Extreme Moondance PTZ",
17 "Extreme CCTV PTZ", "Extreme CCTV Moondance", and "Extreme CCTV Moondance PTZ"
18 (collectively, the "Adwords").

19 31. When a user of the Google internet search engine enters these Adwords, the search
20 engine generates links to SAY's website at the top and on the margins of Google's search results
21 page (the "Sponsored Links").

22 32. For example, when a user enters the term "Moondance PTZ" in the Google search
23 engine, the Sponsored Link depicted below appears, or has appeared, as the first search result:

24 Titan - Ruggedized PTZ
25 www.saysecurity.com Extreme Environment, Marin CCTV
26 Ballistic, IP68, 18X, 26X, 36X Zoom

27 This Sponsored Link not only appears prominently when users type in Extreme's MOONDANCE
28 mark combined with PTZ, the generic product name, but the text of the link also contains both

1 terms of the EXTREME CCTV trademark and trade name. When a user clicks on the Sponsored
2 Link, he is taken directly to the web page advertising SAY's THE TITAN PTZ Camera as shown
3 in Exhibit C hereto. A true and correct copy of a printout of the first page of Google results for this
4 search is appended as Exhibit F.

5 33. The intended result of the purchase and use by SAY of these Adwords and the use
6 of EXTREME and CCTV in the Sponsored Links is to confuse users regarding the sponsorship,
7 authorization and source of the Sponsored Links and to divert to SAY's website consumers who
8 wish to find Extreme's products.

9 34. The purchase and use by SAY of these Adwords and Sponsored Links is likely to
10 cause confusion or mistake or deception of purchasers as to the source of origin of SAY's goods
11 who access the SAY website through the Sponsored Link.

12 35. Users who reach SAY through a Sponsored Link are likely to believe that SAY is a
13 distributor of Extreme's products or is otherwise affiliated with Extreme.

14 36. Purchasers are likely to purchase SAY's goods believing they are Extreme's,
15 thereby resulting in a loss of sales to Extreme.

16 37. SAY's conduct constitutes trademark infringement in violation of Section 32 of the
17 Lanham Act (15 U.S.C. § 1114).

18 38. Extreme has no control over the quality of the goods sold by SAY, and because of
19 the confusion as to the source engendered by SAY, Extreme's valuable goodwill in respect to the
20 Extreme Marks are at the mercy of SAY.

21 39. The infringement by SAY has been willful and deliberate, designed specifically to
22 trade upon the enormous goodwill associated with Extreme's trademarks.

23 40. The goodwill of Extreme's business under its Extreme Marks is of enormous value,
24 and Extreme will suffer irreparable harm should infringement be allowed to continue to the
25 detriment of its trade reputation and goodwill.

26 41. SAY's infringement will continue unless enjoined by this Court.
27
28

1 **COUNT THREE – UNFAIR COMPETITION UNDER FEDERAL LAW**

2 42. Extreme incorporates by reference paragraphs one (1) through nine (9) and twenty
3 (20) through forty-one (41) herein.

4 43. SAY's conduct constitutes false designation of origin and unfair competition in
5 violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

6 44. Extreme has no control over the quality of the goods sold by SAY, and because of
7 the confusion as to the source engendered by SAY, Extreme's valuable goodwill in respect to the
8 Extreme Marks are at the mercy of SAY.

9 45. The false designation of origin and unfair competition by SAY has been willful and
10 deliberate, designed specifically to trade upon the enormous goodwill associated with Extreme's
11 trademarks.

12 46. The goodwill of Extreme's business under its Extreme Marks is of enormous value,
13 and Extreme will suffer irreparable harm should false designation of origin and unfair competition
14 be allowed to continue to the detriment of its trade reputation and goodwill.

15 47. SAY's false designation of origin and unfair competition will continue unless
16 enjoined by this Court.

17 **COUNT FOUR – TRADE DRESS INFRINGEMENT**

18 48. Plaintiffs incorporate by reference paragraphs one (1) through nine (9), and twenty
19 (20) through forty-one (41) herein.

20 49. The total image of the MOONDANCE product, including its shape and product
21 design, constitutes protectable trade dress.

22 50. The MOONDANCE product's trade dress is non-functional—it is not essential to
23 the product's purpose and it is not dictated by concern for cost efficiency.

24 51. The MOONDANCE product's trade dress is distinctive; it identifies Extreme as the
25 single source of the product, thereby distinguishing it from other products. Over the years, the
26 trade dress has acquired secondary meaning as, more and more, the consuming public has come to
27 associate the design with Extreme.

28

1 52. The product design of SAY's THE TITAN camera is identical or nearly identical to
2 that of the Extreme MOONDANCE camera, so incorporates Extremes proprietary trade dress.

3 53. The use by SAY of Extreme's trade dress is likely to cause confusion among
4 consumers.

5 54. SAY's actions constitute trade dress infringement in violation of the Lanham Act,
6 15 U.S.C. § 1125(a).

7 55. Extreme has no control over the quality of the goods sold by SAY, and because of
8 the confusion as to the source engendered by SAY, Extreme's valuable goodwill in respect to its
9 trade dress are at the mercy of SAY.

10 56. The infringement by SAY has been willful and deliberate, designed specifically to
11 trade upon the enormous goodwill associated with Extreme's trade dress.

12 57. The goodwill of Extreme's business under its trade dress is of enormous value, and
13 Extreme will suffer irreparable harm should infringement be allowed to continue to the detriment
14 of its trade reputation and goodwill.

15 58. SAY's infringement will continue unless enjoined by this Court.

16 WHEREFORE, Extreme requests:

17 1. A temporary restraining order and preliminary injunction enjoining SAY and its
18 affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees,
19 successors, assigns; and all those acting for any of them or on their behalf, or acting in concert
20 with them, from infringing on the '697 patent during the pendency of this action;

21 2. A permanent injunction enjoining SAY and its affiliates, subsidiaries, officers,
22 directors, employees, agents, representatives, licensees, successors, assigns, and all those acting
23 for any of them or on their behalf, or acting in concert with them, from further infringement of the
24 '697 patent;

25 3. A temporary restraining order and preliminary injunction enjoining SAY and its
26 affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees,
27 successors, assigns, and all those acting for any of them or on their behalf, or acting in concert
28 with them, from infringing the Extreme Marks and trade dress and from engaging in false

1 designation of origin and unfair competition with respect to the Extreme Marks and trade dress,
2 and from injuring Extreme's reputation during the pendency of this action;

3 4. A permanent injunction enjoining SAY and its affiliates, subsidiaries, officers,
4 directors, employees, agents, representatives, licensees, successors, assigns, and all those acting
5 for any of them or on their behalf, or acting in concert with them, from further from infringing the
6 Extreme Marks and trade dress and from engaging in false designation of origin and unfair
7 competition with respect to the Extreme Marks and trade dress, and from injuring Extreme's
8 reputation;

9 5. That SAY be required to account to Extreme for SAY's profits, the actual damages
10 suffered by Extreme as a result of SAY's acts of infringement and false designation of origin,
11 together with interest and costs;

12 6. That SAY be ordered to discontinue its purchase of any Adwords and use of
13 Sponsored Links incorporating any trademarks owned by Extreme;

14 7. That SAY be ordered to destroy all products and other materials constituting
15 infringement of the Extreme Marks or Extreme's trade dress;

16 8. Compensatory damages and its costs and interest;

17 9. Treble damages for SAY's willful infringement;

18 10. Reasonable attorneys' fees under 35 U.S.C. § 285 and 15 U.S.C. § 1117; and

19 11. Such other relief as the Court deems just and proper.

20 **JURY DEMAND**

21 Extreme demands a trial by jury on all issues so triable.

22
23 Dated: September 19, 2007

THELEN REID BROWN RAYSMAN & STEINER

24
25
26 By:

Christopher L. Ogden

27 Christopher L. Ogden
28 Attorneys for plaintiff Extreme CCTV, Inc.