IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL ACTION NO.: 1:16-CV-381

EAGLES NEST OUTFITTERS, INC.,	)	
	)	
Plaintiff,	)	
	)	**COMPLAINT**
v.	)	**[JURY TRIAL DEMANDED]**
	)	
IBRAHEEM HUSSEIN, d/b/a	)	
"MALLOME",	)	
	)	
Defendant.		

Plaintiff Eagles Nest Outfitters, Inc. ("ENO"), by counsel brings this Complaint against Defendant Ibraheem Hussein d/b/a MalloMe ("Defendant"), and states and alleges as follows:

PRELIMINARY STATEMENT

1. This action is based on Defendant's manufacture, sale, and offer for sale of a hammock strap that infringes ENO's proprietary patent rights.

2. This is also an action for trademark infringement, false advertising, unfair competition, and unfair and deceptive trade practices based on Defendant's false statements comparing the MalloMe hammock strap to the ENO hammock strap.

PARTIES

3. ENO is a North Carolina corporation with its principal place of business at 24 Buxton Avenue, Asheville, North Carolina 28801.

4. Upon information and belief, Defendant Ibraheem Hussein is an individual and Canadian citizen doing business as an entity identified as MalloMe ("MalloMe"), with a principal place of business at 366 The East Mall, Unit 339, Toronto, Ontario, Canada.

5. Defendant does business in the Western District of North Carolina and nationally, through sales on its website—mallome.com—and through Amazon.com, Inc. ("Amazon").

JURISDICTION AND VENUE

6. This is an action for patent infringement arising under the patent laws of the United States, including 35 U.S.C. §§ 271, 281, 283, 284 and 285. This is also an action for trademark infringement and false advertising arising under 15 U.S.C. § 1125, unfair competition under common law, and unfair and deceptive trade practices under Chapter 75 of the North Carolina General Statutes.

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332, 1367, and 1338(a).

8. This Court has personal jurisdiction over Defendant. Defendant's actions establish such minimum contacts that jurisdiction comports with the North Carolina Long-Arm statute, N.C. Gen. Stat. § 1-75.4 and the United States Constitution.

9. Upon information and belief, Defendant has conducted and does conduct business within the State of North Carolina.

10. Upon information and belief, Defendant, directly and through subsidiaries or intermediaries (including distributors, retailers, and others) ships, distributes, offers for sale,

sells, and/or advertises (including through its web pages) its products (including the accused hammock straps) described herein within this District.

11. Upon information and belief, Defendant has committed acts of patent infringement within this District.

12. Upon information and belief, Defendant has contributed to or induced (instructing and supplying others with infringing products and instructions for use) patent infringement by others in this District.

13. Defendant has purposefully and voluntarily placed one or more infringing products into the stream of commerce with the expectation that they will be purchased and used by consumers in the Western District of North Carolina.

14. Upon information and belief, Defendant has committed acts of patent and trademark infringement within the State of North Carolina and, more particularly, within the Western District of North Carolina.

15. Upon information and belief, Defendant's false advertising and unfair competition has been directed, and is being directed, at consumers within the State of North Carolina and, more particularly, within the Western District of North Carolina.

16. Venue is proper in the Western District of North Carolina under 28 U.S.C. §§ 1391(b)(2) and 1400(b) because (a) Defendant does business in this District; (b) Defendant has committed acts of infringement and false advertising in this District; and (c) Defendant is subject to personal jurisdiction in this District.

STATEMENT OF FACTS

The Asserted Patents

17. This lawsuit asserts causes of action for infringement of United States Design Patent No. D666,896 ("the ENO design patent"), United States Patent No. 9,003,579 ("the '579 Patent), and United States Patent No. 9,320,343 ("the '343 Patent") (together, "the Asserted Patents").

18. On September 11, 2012, United States Patent and Trademark Office duly and legally issued U.S. Design Patent No. D666,896 ("the ENO design patent"), titled "Hammock Strap," was duly and legally issued to Peter Pinholster, Paul Pinholster, and Brendan Garvey by the United States Patent and Trademark Office, and immediately thereafter assigned to ENO. A true and correct copy of the ENO design patent is attached as Exhibit A.

19. On April 14, 2015, the '579 Patent, titled "Multiple-Loop Support Strap and Method for Hanging a Hammock," was duly and legally issued to Peter Pinholster, Paul Pinholster, and Brendan Garvey by the United States Patent and Trademark Office, and immediately thereafter assigned to ENO. A true and correct copy of the '579 Patent is attached as Exhibit B.

20. On April 26, 2016, the '343 Patent", titled "Multiple-Loop Support Strap and Method for Hanging a Hammock," was duly and legally issued to Peter Pinholster, Paul Pinholster, and Brendan Garvey by the United States Patent and Trademark Office, and immediately thereafter assigned to ENO. A true and correct copy of the '343 Patent is attached as Exhibit C.

21. ENO is the owner of the entire right, title, and interest in and to the Asserted Patents, and has owned the entire right, title, and interest in and to the Asserted Patents continuously from the date the patents were issued to the present.

22. The Asserted Pateeaeants are valid and enforceable.

The ENO® Trademark

23. At least as early as 1999, ENO began using the term "ENO" (the "ENO Mark") in connection with the manufacturing, marketing, selling, and distribution of its hammocks, hammock straps, insect protection nets, and tarpaulins.

24. On or about July 9, 2007, ENO filed an application with the USPTO for registration of the ENO Mark to be used in connection with its hammocks and hammock straps.

25. The ENO Mark was registered on August 31, 2010. A true and accurate copy of the United States Certificate of Registration for the ENO Mark is attached hereto as Exhibit D and is incorporated herein by reference as if fully set forth.

26. ENO is the present owner of the ENO Mark.

27. ENO continuously has used the ENO Mark in connection with the manufacturing, marketing, selling and distribution of its hammocks and hammock straps between 1999 and the present.

28. ENO currently is using the ENO Mark in connection with the manufacturing, marketing, selling and distribution of its hammocks straps.

ENO's Use of the Asserted Patents and Trademark in the Outdoor Gear and Hammock Industry

29. The inventions disclosed and claimed in the Asserted Patents were invented and patented by Brenden Garvey, Former Design Team Member of ENO, and Peter and Paul Pinholster, CEOs of ENO.

30. ENO was founded in 1999. Brothers Peter and Paul Pinholster founded ENO and contributed to the invention of its products with the intent to introduce the general public to the joys of hammocking.

31. Since its founding, ENO has been a leader in the outdoor industry. Under its ENO mark, ENO manufactures top of the line outdoor camping hammocks and associated hammock accessories all over the world.

32. ENO has been selling its hammocks, hardware, and associated gear since at least 1999.

33. ENO has spent substantial sums of money to develop, manufacture, and market its hammocks and hammock straps.

34. The high quality and distinctive nature of ENO hammocks and hammock straps are, and at all times since July 2007 have been, identified by the ENO Mark and, thereby, associated with ENO.

35. Purchasers of hammocks and hammock straps have come to recognize ENO as the source of the high quality and distinctive ENO® hammock straps.

36. ENO has acquired substantial valuable goodwill in the ENO Mark, as used in connection with its hammock straps.

Defendant Infringes ENO's Patents

37. Upon information and belief, Defendant is a company that, among other things, purports to distribute hammock accessories, including hammock straps, under the brand MalloMe.

38. Upon information and belief, Defendant was founded in or about 2015 and did not produce, sell, and/or market hammock straps until 2015, years after ENO started selling its hammocks and hammock straps.

39. Defendant's products are available for sale online through Defendant's website, mallome.com, and through other websites, namely Amazon.

40. In 2016, ENO became aware that Defendant was selling a hammock strap ("the MalloMe hammock strap") on Amazon and on mallome.com.

41. Upon information and belief, Defendant distributes its MalloMe hammock straps and associated accessories throughout the United States, including in the Western District of North Carolina.

42. Upon information and belief, the MalloMe hammock strap infringes the ENO Design Patent and infringes at least claims 1-7, 9-16, and 18 of the '579 Patent and the '343 Patent.

43. ENO has never licensed, permitted, or authorized Defendant, or any other party or person, to practice the inventions of the Asserted Patents to make, use, offer to sell, or sell any hammock strap within the United States, or to import any hammock strap, or component constituting a material part thereof, into the United States.

44. Defendant has directly and indirectly infringed and continues to directly and indirectly infringe the Asserted Patents by engaging in acts constituting infringement under 35 U.S.C. § 271(a) and (b), including but not necessarily limited to, one or more of making, using, selling, and offering to sell, in this District and elsewhere in the United States, and importing into this District and elsewhere in the United States hammock straps which infringe the ENO Design Patent and multiple claims of the '579 and '343 Patents.

45. On information and belief, Defendant's MalloMe hammock straps contain construction/design characteristics that are within the claims recited in the ENO Design Patent and the '579 and '343 Patents issued to ENO.

46. Defendant is doing business in the United States and, more particularly, in the Western District of North Carolina, by making, using, selling, importing, and/or offering for sale Defendant's infringing patents.

47. Since the date of service of this Complaint, Defendant has had actual knowledge of the Asserted Patents.

48. ENO has been damaged as a result of Defendant's infringing conduct. Defendant is therefore liable to ENO in an amount that adequately compensates ENO for Defendant's infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284, and in an amount that represents Defendant's profits for infringement of the ENO Design Patent under 35 U.S.C. § 289.

Defendant Infringes the ENO Mark

49. Defendant previously has infringed, and upon information and belief, continues to infringe, the ENO Mark in selling, offering, to sell, distributing and advertising ENO hammock straps.

50. For example, upon information and belief, Defendant has and is currently advertising its infringing hammock straps on Amazon by including ENO's protected mark in Defendant's advertisement in a way that misleadingly suggests that the infringing product sold by Defendant is associated with or related to ENO's products.

51. Specifically, Defendant has advertised and continues to advertise its infringing straps by listing the infringing straps as "XL Hammock Straps – Hammock Tree Straps Set Versatile 2000+ LBS Heavy Duty 40 Loops & 100% No Stretch Suspension System Kit – Camping Hammock Accessories As ***Eno*** Hammock Straps Atlas 2 Carabiners." (emphasis added).

52. Further, Defendant uses the ENO Mark when describing Defendant's infringing product on Amazon in the "product points" section of the advertisement in a way that suggests that Defendant and ENO are similar or otherwise related, which is not true. Specifically, in the product points section of its advertisement on Amazon, Defendant has stated that "MalloMe ***Eno*** Hammock Straps for Trees safely suspend you by anchor points that are over 25 feet apart." (emphasis added).

53. Defendant is using ENO's trademarked name and mark for the conscious and deliberate purpose of attempting to trade off and profit from ENO's goodwill.

54. Defendant's infringing and unlawful advertisements are available to consumers around the country via Amazon, including consumers in North Carolina.

Defendant's False Advertising and Deceptive Trade Practices

55. Defendant uses ENO's name and products to advertise Defendant's own products.

56. For example, on Amazon, Defendant describes its product as the "MalloMe ENO Hammock Straps" and includes ENO's registered mark in the advertisement for Defendant's infringing straps.

57. Defendant is misrepresenting the nature, characteristics, and qualities of the MalloMe hammock strap and ENO's hammock straps.

58. Defendant's sales and advertising on its website and on Amazon advertising its product constitute commercial advertising and sales through interstate commerce.

59. Defendant describes their hammock straps as the "MalloMe ENO Hammock Straps" and intentionally uses images of the ENO hammock straps which constitutes false advertising under the Lanham Act and Unfair and Deceptive Trade Practices under North Carolina law.

COUNT 1 – INFRINGEMENT OF THE ASSERTED PATENTS

60. ENO repeats and realleges the allegations contained in paragraphs 1 through 59, as if fully set forth.

61. Defendant has directly infringed and continues to directly infringe the Asserted Patents by making, using, testing, selling, offering for sale, or importing into the United States products and/or methods covered by one or more claims of the Asserted Patents.

Defendant's products that infringe one or more claims of the Asserted Patents include, but are not limited to, MalloMe hammock straps.

62. Defendant has induced and continues to induce infringement of the Asserted Patents by intending that others use, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the Asserted Patents, including, but not limited to the MalloMe hammock straps. Defendant provides these products to others, such as customers, resellers, and end-use consumers who, in turn, use, offer for sale, or sell in the United States Defendant's products that infringe one or more claims of the Asserted Patents.

63. Defendant indirectly infringes the Asserted Patents by inducing infringement by others, such as resellers, customers and end-use consumers, in accordance with 35 U.S.C. §§ 271(b) in this District and elsewhere in the United States. Direct infringement is a result of the activities performed by the resellers, customers and end-use consumers of MalloMe hammock straps.

64. Defendant received notice of the Asserted Patents at least as of the date this lawsuit was filed.

65. Defendant's affirmative acts of selling MalloMe hammock straps, causing MalloMe hammock straps to be manufactured and distributed, and providing instructions for using MalloMe hammock straps, induce Defendant's resellers, customers and end-use consumers to use Defendant's MalloMe hammock straps in their normal and customary way to infringe one or more claims of the Asserted Patents. Defendant performs the acts that constitute induced infringement, and induce actual infringement, with the knowledge of the Asserted Patents and with the knowledge or willful blindness that the induced acts constitute infringement.

66. Defendant specifically intends for others, such as resellers, customers and end-use consumers, to directly infringe one or more claims of the Asserted Patents, or, alternatively, has been willfully blind to the possibility that its inducing acts would cause infringement. By way of example, and not as limitation, Defendant induces such infringement by its affirmative action by, among other things: (a) providing advertising on the benefits of using MalloMe hammock straps and (b) providing instruction on how to use MalloMe hammock straps.

67. Accordingly, a reasonable inference is that Defendant specifically intends for others, such as resellers, customers and end-use consumers, to directly infringe one or more claims of the Asserted Patents in the United States because Defendant has knowledge of the Asserted Patents at least as of the date this lawsuit was filed and Defendant actually induces others, such as resellers, customers and end-use consumers, to directly infringe the Asserted Patents by using, selling, and/or distributing, within the United States, MalloMe hammock straps.

68. As a result of Defendant's acts of infringement, ENO has suffered and will continue to suffer damages in an amount to be proved at trial.

69. As a result of the foregoing acts of infringement by Defendant, ENO has been irreparably harmed and will continue to suffer irreparable harm if Defendant is not preliminarily and permanently enjoined from further acts of infringement. This irreparable harm includes but is not limited to loss of good will due to the presence of a competitor's infringing products in the marketplace; loss of ENO's market share; and price erosion.

70. As a result of the foregoing acts of infringement by Defendant as to the ENO design patent, specifically Defendant's sale and/or exposure for sale of products (including but not limited to the MalloMe hammock straps) that apply ENO's patented design and/or seek imitate it, ENO is entitled to Defendant's profits pursuant to 35 U.S.C. § 289.

71. ENO's patent infringement claim is likely to succeed on the merits.

72. The balance of the hardships between the parties for issuing preliminary and permanent injunctions against Defendant weighs heavily in favor of ENO. As long as Defendant continues its infringing conduct, ENO continues to suffer the irreparable harm described above.

73. The issuance of preliminary and permanent injunctions against Defendant serves the public interest, as enjoining Defendant from further infringement preserves the integrity of the patent system.

74. This is an exceptional case, entitling ENO to recover its attorneys' fees from Defendant. 35 U.S.C. § 285.

COUNT II – TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

75. ENO restates and incorporates by reference the allegations in the preceding paragraphs 1 through 74 as if fully set forth.

76. The general public relies upon the ENO Mark, which indicates the source, origin and quality of ENO's hammocks and hammock straps.

77. By selling, offering for sale, distributing and advertising hammock straps using the ENO Mark, Defendant has, without remuneration to ENO, intentionally

misappropriated the goodwill and reputation of ENO for its own gain, profit and economic advantage.

78. By selling, offering for sale, distributing and advertising hammock straps using the ENO Mark without authority from ENO, Defendant has damaged the goodwill and reputation of ENO by creating consumer confusion concerning the authorized, reliable source for securing the high quality hammock straps of ENO.

79. Defendant's infringement of ENO's registered trademark, as described above, occurred in commerce.

80. The unauthorized selling, offering for sale, distributing and advertising by Defendant of hammock straps using the ENO Mark constitute violations of the Lanham Act. 15 U.S.C. § 1125(a).

81. Defendant's actions were undertaken intentionally, maliciously in bad faith and with the intent to deceive the public.

82. As a direct and proximate result of Defendant's infringement and willful infringement of the ENO Mark, Defendant has gained, profited and derived economic advantage, the exact sum of which will be proven at trial after discovery.

83. ENO is entitled to an accounting (and to recover) from Defendant all gains, profits and economic advantage derived by them in connection with the infringement of the ENO Mark and unfair competition.

84. Because the actions of Defendant constitute willful infringement and have been taken in reckless disregard of the rights of ENO in its trademark, ENO is entitled to recover punitive damages from Defendant in an amount to be decided at trial.

85. This is an exceptional case involving willful infringement by Defendant, entitling ENO to recover reasonable attorneys' fees from Defendant. 15 U.S.C. §1117.

86. As a result of the foregoing acts by Defendant, ENO has been irreparably harmed and will continue to suffer irreparable harm if Defendant is not preliminarily and permanently enjoined from further trademark infringement. This irreparable harm includes but is not limited to loss of good will due to the presence of a competitor's infringing products in the marketplace; loss of ENO's market share; and price erosion.

87. ENO's trademark infringement claim is likely to succeed on the merits.

88. The balance of the hardships between the parties for issuing a preliminary and permanent injunction against Defendant weighs heavily in favor of ENO. As long as Defendant continues its trademark infringement, ENO continues to suffer the irreparable harm described above. Defendant, on the other hand, suffers no harm from being enjoined from infringing ENO's trademark.

89. The issuance of preliminary and permanent injunctions against Defendant serves the public interest, as there is a strong public interest in the prevention of trademark infringement.

COUNT III – FALSE ADVERTISING, 15. U.S.C. § 1125(a)

90. ENO restates and incorporates by reference the allegations in the preceding paragraphs 1 through 89 as if fully set forth.

91. Defendant's advertisements and promotions for its products, particularly its MalloMe Hammock straps, make allegations and representations that are false and that misrepresent the nature, characteristics, and/or qualities of Defendant's and ENO's products.

92. Among other things, Defendant advertises and describes its product as the "MalloMe ENO Hammock Straps" and includes ENO's registered mark in online advertisements for Defendant's infringing products in a way that suggests that Defendant's and ENO's products are related or similar.

93. Defendant's advertising misrepresents the nature, characteristics, and quality of the MalloMe hammock strap and the ENO hammock straps.

94. Upon information and belief, the actions complained of herein have caused and are likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendant's products are comparable in quality and design to ENO's hammock straps.

95. By advertising falsely that its products are comparable in quality and design to ENO's, Defendant has damaged and is damaging the goodwill and reputation of ENO by creating consumer confusion concerning whether Defendant's and ENO's products are similar in quality, design, and functionality, which they are not.

96. Defendant's actions, as described herein, occurred in commerce.

97. Defendant's actions, as described herein, constitute false and misleading advertising under the Lanham Act, 15 U.S.C. § 1125(a).

98. Upon information and belief, Defendant's actions have continued consciously, knowingly, intentionally, maliciously, in bad faith, and with the intent to deceive the public.

99. Upon information and belief, as a direct and proximate result of Defendant's false and misleading advertising, Defendant has gained, profited, and derived economic advantage, the exact sum of which will be proven at trial after discovery.

100. ENO has no adequate remedy at law and will be irreparably harmed unless Defendant is enjoined from continuing its false and misleading advertising.

101. ENO is entitled to an accounting of any profits enjoyed by Defendant as a result of its unlawful conduct.

102. As a result of the foregoing acts by Defendant, ENO has been irreparably harmed and will continue to suffer irreparable harm if Defendant is not preliminarily and permanently enjoined from further false advertising. This irreparable harm includes but is not limited to loss of good will due to the presence of a competitor's infringing products in the marketplace; loss of ENO's market share; and price erosion.

103. ENO's false advertising claim is likely to succeed on the merits.

104. The balance of the hardships between the parties for issuing a preliminary and permanent injunction against Defendant weighs heavily in favor of ENO. As long as Defendant continues its false and misleading advertising, ENO continues to suffer the irreparable harm described above. Defendant, on the other hand, suffers no harm from being enjoined from making false and/or misleading claims in its advertising.

105. The issuance of preliminary and permanent injunctions against Defendant serves the public interest, as there is a strong public interest in the prevention of misleading advertisements.

COUNT IV – UNFAIR COMPETITION AND DECEPTIVE TRADE PRACTICES
(N.C. Gen. Stat. § 75-1.1)

106. ENO restates and incorporates by reference the allegations contained in the preceding paragraphs 1 through 105 as if fully set forth.

107. Defendant's conduct alleged herein, including its false and misleading advertising of its products, including but not limited to the suggestion that ENO's products and Defendant's products are related or similar, is in and affects commerce in the State of North Carolina.

108. Defendant's conduct alleged herein constitutes unfair methods of competition in or affecting commerce in North Carolina and unfair and deceptive acts and practices in or affecting commerce in North Carolina in violation of N.C. Gen. Stat. § 75-1 *et seq*.

109. Upon information and belief, Defendant has generated revenue and earned profits from its unfair methods of competition and deceptive acts and practices and has the opportunity to continue to earn future profits from future sales.

110. Defendant's unfair methods of competition and unfair and deceptive acts and practices have caused harm and injury to ENO by harming ENO's reputation and the goodwill associated with ENO's products, specifically its hammock straps, and causing ENO monetary damage, loss, and injury in an amount to be determined at trial. Such harm and injury are the direct and proximate result of Defendant's unfair methods of competition and deceptive acts and practices.

111. ENO is entitled to recover treble damages and attorneys' fees under N.C. Gen. Stat. §§ 75-16 and 75-16.1.

DEMAND FOR JURY TRIAL

ENO hereby demands a jury trial for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Eagles Nest Outfitters, Inc. ('ENO") requests that this Court enter judgment in its favor and grant the following relief:

A. a preliminary injunction against Defendant, and those in active concert with it, from further infringement of the Asserted Patents and ENO's trademark and further false and misleading advertising;

B. a permanent injunction against Defendant, and those in active concert with it, from further infringement of the Asserted Patents and ENO's trademark and further false and misleading advertising;

C. a judgment declaring the Asserted Patents valid and owned by ENO;

D. a judgment that Defendant directly and/or indirectly infringes one or more claims of the Asserted Patents;

E. an award to ENO of damages in the amount adequate to compensate ENO for Defendant's infringing products' infringement of the claims of the Asserted Patents, but in no event less than a reasonable royalty, and supplemental damages for any continuing post-verdict infringement until entry of the final judgment with an accounting is needed, under 35 U.S.C. § 284;

F. an award to ENO of pre-judgment interest and post-judgment interest on the damages awarded, including pre-judgment interest, pursuant to 35 U.S.C. § 284, from the date of each act of infringement of the Asserted Patent by Defendant to the day a damages

judgment is entered, and an award of post-judgment interest, pursuant to 28 U.S.C. § 1961, continuing until such judgment is paid, at the maximum rate allowed by law;

G. a judgment and order finding this to be an exceptional case and requiring Defendant to pay the costs of this action (including all disbursements) and attorneys' fees, pursuant to 35 U.S.C. § 285;

H. order an accounting for damages;

I. award a compulsory future royalty for the Asserted Patents;

J. an award to ENO of monetary remedies in an amount to be determined by a trier of fact for all harm for Defendant's patent and trademark infringement and false advertising, including Defendant's profits, the compensatory damages sustained by ENO, costs of the action, reasonable attorney's fees, and treble damages and profits as authorized by law;

K. an award to ENO of monetary remedies in an amount to be determined by a trier of fact for all harm caused by Defendant's application and/or imitation of the design in the ENO Design Patent in the MalloMe hammock straps, in the form of Defendant's total profits from the sale of the infringing products pursuant to 35 U.S.C. § 289;

L. an award to ENO of punitive damages for Defendant's willful infringement of ENO's registered trademark;

M. an award of ENO's interest, including prejudgment interest, on the foregoing amounts;

N. a direction to Defendant to provide for destruction of all advertisements, marketing or promotional materials, labels, signs, prints, or other commercial materials in Defendant's possession bearing any false or misleading misrepresentation concerning Defendant's

products, including, but not limited to any advertisement that uses ENO's protected mark and/or that suggests that Defendant's and ENO's products are related or similar;

O. the Court tax the costs of this action, including reasonable attorneys' fees as permitted by law, against Defendant and in favor of ENO; and

P. any such further relief as the Court deems just and proper.

This the 22nd day of November, 2016.

/s/ Derek J. Allen
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