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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No. \_\_\_\_\_

ROVIO ENTERTAINMENT, LTD.,	)	
	)	
Plaintiff	)	<b>COMPLAINT FOR WILLFUL</b>
	)	<b>TRADEMARK INFRINGEMENT,</b>
	)	<b>DILUTION, UNFAIR</b>
	)	<b>COMPETITION, DAMAGES,</b>
	)	<b>ATTORNEYS' FEES,</b>
	)	<b>AND INJUNCTIVE RELIEF</b>
v.	)	
	)	
ANGRY CLUBS LLC, and	)	
PATRICK CHARLES SIMPSON-JONES,	)	
	)	
Defendants.	)	
_____	)	

Plaintiff Rovio Entertainment, Ltd., (hereinafter "Plaintiff" or "Rovio") by its counsel, K&L Gates LLP, for its Complaint for injunctive relief, damages, and attorneys' fees and costs against Patrick Charles Simpson-Jones and Angry Clubs LLC (herein "Defendants") alleges as follows:

**NATURE OF THE COMPLAINT**

1. This is a case for willful and intentional trademark infringement in violation of 15 U.S.C. § 1114, dilution of Rovio's famous ANGRY BIRDS® marks in violation of 15 U.S.C. § 1125(c) and Florida statutory law, and false designation of origin and unfair competition in violation of 15 U.S.C. § 1125(a), Florida common law, and Florida statutory law.

2. Plaintiff is an entertainment media company, and the creator of the phenomenally successful ANGRY BIRDS® franchise. In 2009, Plaintiff released "Angry Birds," a casual puzzle game that became a worldwide phenomenon. Since that time, Rovio has

released multiple variations of the ANGRY BIRDS® GAME, and there have been over 1 billion total downloads of the ANGRY BIRDS® games. Since at least as early as 2009, Rovio has continuously used its distinctive and famous ANGRY BIRDS® trademarks in connection with a wide range of goods and services (the “ANGRY BIRDS® Marks”). The ANGRY BIRDS® Marks are arbitrary as applied to the goods provided in connection with the marks, and are famous and inherently distinctive – deserving of the strongest trademark protection under both state and federal law. The extraordinary success of the ANGRY BIRDS® franchise in connection with a broad spectrum of consumer products demonstrates the enormous strength of the ANGRY BIRDS® brand and entitles the marks to the widest scope of protection available.

3. Defendants have started using the name ANGRY CLUB in connection with a variety of golf-related goods, such as golf balls, novelty golf clubs, hats, shirts, and belt buckles. Also, Defendant Mr. Simpson-Jones is attempting to register the name ANGRY CLUB with the U.S. Patent and Trademark Office (“USPTO”) in connection with a variety of clothing items, including t-shirts, sweatshirts, pants, leggings, shorts, and jackets, and a number of golf-related goods. Defendants’ use of the ANGRY CLUB name on golf-related goods and Mr. Simpson-Jones’ attempt to register ANGRY CLUB violates Rovio’s trademark rights, causes a likelihood of consumer confusion, causes dilution by blurring and by tarnishment, creates a false designation of origin, and constitutes unfair competition, all of which cause tremendous and irreparable harm to Rovio.

4. Before filing the instant suit, Rovio demanded that Defendants cease their infringing and diluting ways. Unfortunately, Defendants have refused to do so. Therefore, Rovio seeks preliminary and then permanent injunctive relief, damages, disgorgement of profits, attorneys’ fees, and all other relief available at law or equity. Rovio also seeks an order from this Court directing the USPTO to refuse Mr. Simpson-Jones’ trademark applications to register ANGRY CLUB.

**PARTIES, JURISDICTION, AND VENUE**

5. Rovio is a Finnish limited liability company, with a business address of P.O. Box 65 Espoo, Finland 02150.

6. On information and belief, Defendant Angry Clubs LLC is a Florida limited liability company with its principal place of business at 155 Ocean Lane Drive, Ste. 113C, Key Biscayne, FL 33149.

7. On information and belief, Defendant Mr. Simpson-Jones is an individual residing in the State of Florida at 155 Ocean Lane Drive, Ste. 113C, Key Biscayne, FL 33149.

8. On information and belief, Defendants are subject to this Court's jurisdiction because they transact business in this District and in the State of Florida. Specifically, Defendants either directly and/or through intermediaries ship, distribute, offer for sale, and sell (including via the provision of such services over the Internet) infringing products and services in this District. Additionally, Mr. Simpson-Jones and Angry Clubs LLC are citizens of Florida.

9. This is an action for trademark infringement, unfair competition, and dilution pursuant to 15 U.S.C. §§ 1114, 1125(a), and 1125(c), and for unfair competition and dilution under Florida common law and statutory law (Fla. Stat. 495.151). Accordingly, this Court has jurisdiction under 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331, 1332, and 1338. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367(a) because they are so closely related to the federal claims that they form a single case or controversy.

10. Venue is proper in this district under 28 U.S.C. § 1391(b).

**GENERAL ALLEGATIONS**

**A. History and Fame of Rovio's ANGRY BIRDS® Brand**

11. In 2009, Rovio released its ANGRY BIRDS® electronic game and it quickly became an overnight global sensation. Since the original ANGRY BIRDS® game was

introduced, additional variations of the game have been sold and distributed by Rovio under the ANGRY BIRDS® brand. The ANGRY BIRDS® games have been downloaded over 1 billion times, and players log more than 1 million hours of game time each day on the iOS version of the ANGRY BIRDS® game and 3.33 million hours per day across all platforms. There are approximately 40 million monthly active users across all platforms. With the worldwide success of the ANGRY BIRDS® franchise, Rovio's 2011 calendar year revenues exceeded 100 million dollars. Attached hereto as **Exhibit A** is a copy of Rovio's website and press releases describing the success of its ANGRY BIRDS® games and other advertising and consumer products.

12. In addition, Rovio has won numerous awards for its ANGRY BIRDS® games. In February 2010, the ANGRY BIRDS® game was a nominee for the "Best Casual Game" award at the 6th annual International Mobile Gaming Awards in Barcelona, Spain. In September 2010, IGN, a popular international gaming website, named the ANGRY BIRDS® game as the fourth best iPhone game of all time. In April 2011, ANGRY BIRDS® won both the "Best Game App" and "App of the Year" at the UK Appy Awards. At the 15th Webby Awards in May 2011, ANGRY BIRDS® was awarded "Best Game for Handheld Devices." In April 2012, ANGRY BIRDS® again won the "Best Game App" award at the Appy Awards. In August 2012, ANGRY BIRDS® Space won the "Best Mobile/Tablet" award at the Golden Joystick Awards.

13. Rovio's ANGRY BIRDS® have been the subject of intense media coverage for the last several years. Extensive news stories, in-depth reports, and other journalistic pieces have appeared in nationwide publications such as The New York Times, The Wall Street Journal, The Chicago Tribune, The Los Angeles Times, TIME, and Newsweek, to name just a few. Moreover, every major television network in the U.S. and numerous cable channels have featured news reports and extensive stories about the ANGRY BIRDS® franchise. True and correct copies of just some of these news stories are attached as **Exhibit B**.

14. ANGRY BIRDS® has also been the subject of numerous news stories and other unsolicited media attention in the state of Florida. The Miami Herald, Tampa Tribune, and Orlando Sentinel have all published extensive stories about ANGRY BIRDS® and Rovio's prevalence in the Florida marketplace and worldwide. True and correct copies of some of these Florida stories are attached as **Exhibit C**.

15. Not surprisingly, a recent nationwide consumer survey designed and executed by Dr. Gerald Ford of Ford Bubala & Associates showed that approximately 84% of consumers recognize the ANGRY BIRDS® Mark. Based on this survey data, Dr. Ford has concluded that "the ANGRY BIRDS® Mark is famous" and is "widely recognized among both the general public and the general consuming public." A true and correct copy of Dr. Ford's Declaration is attached hereto as **Exhibit D**.

16. In addition to electronic games, the ANGRY BIRDS® franchise has expanded to a variety of new business areas. Rovio is rapidly expanding its activities in broadcast media, merchandising, publishing and services, cleaning supplies, health and beauty products, clothing, bags and school-related goods, and, most notably, golf-related products such as golf balls and club head covers. The merchandise line, which includes but is not limited to plush toys, t-shirts and other clothing, and mobile phone accessories, has enjoyed phenomenal success. There are even ANGRY BIRDS® theme parks, some of which are set to open in 2014.

17. Rovio has an extensive world-wide licensing program for merchandise featuring its ANGRY BIRDS® Marks and game characters. Particularly relevant here is Rovio's use of its ANGRY BIRDS® brand on a variety of golf-related goods, including golf balls, golf club covers, and golf towels (listed in Reg. No. 4,200,545). Attached hereto as **Exhibit E** is an example of Rovio's golf-related ANGRY BIRDS® products, some of which are also displayed below.









ANGRY BIRDS® GOLF BALLS	ANGRY BIRDS® GOLF CLUB HEAD COVER
	

18. In total, Rovio’s ANGRY BIRDS® Marks are highly recognized by the general consuming public of the United States and are incredibly valuable marks in a variety of industries, including golf-related goods. Moreover, due to the worldwide advertisement and promotion of the ANGRY BIRDS® Marks, consumers have come to recognize the ANGRY BIRDS® Marks as a symbol of the goodwill inherent in the products and services bearing the ANGRY BIRDS® Marks, and further, associate the ANGRY BIRDS® Marks solely with Rovio and its high quality goods and services.


**B. Plaintiff’s ANGRY BIRDS® Marks**

19. Rovio has obtained several federal trademark registrations for its ANGRY BIRDS® Marks on a wide range of goods and services and several trademark applications are pending before the USPTO. Those registrations are summarized in the table below, and a copy of each Certificate of Registration or application is attached as **Exhibit F**.

Mark	Filing Date	Registration No.
ANGRY BIRDS	March 4, 2010	3,976,576
	March 9, 2011	4,148,716
	April 15, 2011	4,200,545

Mark	Filing Date	Registration No.
	June 28, 2010	3,988,064
	March 9, 2011	4,145,113
	April 15, 2011	4,252,003
	August 8, 2012	Intern. 1,163,223
	August 8, 2012	Intern. 1,163,222
	August 8, 2012	Intern. 1,152,679
	October 24, 2011	Intern. 1,127,993
	August 8, 2012	Intern. 1,153,107
	August 8, 2012	Intern. 1,152,678
	August 8, 2012	Intern. 1,152,687



Mark	Filing Date	Registration No.
	August 8, 2012	Intern. 1,152,686

20. The ANGRY BIRDS® Marks are arbitrary as applied to the goods provided under the marks, and are famous and inherently distinctive – deserving of the strongest protection. The extraordinary success of the ANGRY BIRDS® franchise in connection with a broad spectrum of consumer products demonstrates the enormous strength of the ANGRY BIRDS® brand and entitles the marks to the widest scope of protection available.

**C. Defendants’ Use of a Confusingly Similar and Diluting “ANGRY CLUB”**

**Name**

21. Defendants maintain a website at [www.angryclubs.com](http://www.angryclubs.com), which advertises goods such as hats, visors, golf accessories for children, golf bags, and other golf-related goods bearing the ANGRY CLUB name. Defendants’ website advertises these goods to a diverse range of consumers, including adult and children golfers and “the near 500 million ‘unfortunate’ souls who live with, or around, golfers.” **Exhibit G** attached hereto shows examples of the goods Defendants sell in connection with the ANGRY CLUB name.

22. In addition to Defendants’ use of the ANGRY CLUB name in commerce, Defendant Mr. Simpson-Jones has applied to register the ANGRY CLUB name with the USPTO under application numbers 85/702,449 and 85/798,607.

23. Application No. 85/798,607 seeks to register ANGRY CLUB in connection with goods under International Class 25, including “apparel for dancers, namely, tee shirts, sweatshirts, pants, leggings, shorts and jackets.” Application No 85/798,607 states that Mr. Simpson-Jones is currently using the ANGRY CLUB name in commerce in connection with these goods and he claims to have done so since August 13, 2012.

24. Application No. 85/702,449 seeks to register ANGRY CLUB in connection with goods under International Class 28, including “novelty and training golf clubs, namely,

golf clubs in the nature of golf swing trainers that contain a speaker that emits a prerecorded message upon making contact with another object.”

25. Application No. 85/702,449 was filed as an intent-to-use application, showing that Mr. Simpson-Jones claims to have a bona fide intent to use the ANGRY CLUB name in connection with these goods.

26. The ANGRY CLUB name as used by Defendants and as described above is confusingly similar to the ANGRY BIRDS® Marks because it is similar in appearance and overall impression. Among other things, Defendants’ ANGRY CLUB name incorporates the word ANGRY as the first portion of the mark, and Defendants use the ANGRY designation without the use of “club” on their website.

27. The similarities between the ANGRY CLUB name and Rovio’s ANGRY BIRDS® branding goes beyond the marks themselves. Defendants use a stylized version of the ANGRY CLUB name, which includes a red “A” with eyes formed and eyebrows furrowed to have that iconic “angry” look that is the hallmark of Rovio’s ANGRY BIRDS® This stylized mark is similar to Rovio’s federally registered red bird character (Reg. Nos. 3,988,064, 4,145,113, and 4,252,003). A comparison of Defendants’ stylized ANGRY CLUB name and Rovio’s red bird character is provided below.

Defendants’ use of ANGRY CLUB	Rovio’s federally-registered red bird character.
	

28. In addition, Defendants’ use of ANGRY CLUB on golf-related goods and on apparel is likely to confuse consumers, who are accustomed to seeing the ANGRY

BIRDS® Marks used by Rovio in connection with these goods. In fact, Mr. Simpson-Jones' application to register ANGRY CLUB seeks registration in the exact same classes of goods that Rovio's ANGRY BIRDS® registrations are in. These consumers are likely to believe that Defendants' ANGRY CLUB name is associated with the lines of products and services bearing the ANGRY BIRDS® Marks and Rovio's goods and services.

29. Defendants' goods and services and Rovio's goods and services are also likely to be sold through overlapping trade channels. Specifically, both Defendants and Rovio offer their goods via the Internet, which is the primary forum that Rovio's consumers would look to find ANGRY BIRDS® products given Rovio's reputation as the creator of the ANGRY BIRDS® electronic games.

30. Given the degree of similarity between the ANGRY CLUB name and the ANGRY BIRDS® Marks, consumers are likely to believe that Defendants' ANGRY CLUB name is associated with the lines of products and services bearing on the ANGRY BIRDS® Marks. Further, due to the considerable overlap in trade channels that are or will be used by both Rovio and Defendants, prospective purchasers and others are likely to be confused as to whether Defendants' goods sold under the ANGRY CLUB name emanate from and/or are in some way affiliated with, or sponsored or approved by Rovio, or are otherwise related to Rovio and/or Rovio's goods and services, thereby damaging Rovio.

31. Given the overwhelming goodwill and public recognition arising from the association of the famous ANGRY BIRDS® Marks with Rovio, consumers are likely to believe that Rovio has licensed, approved, or otherwise authorized Defendants' use of the ANGRY CLUB name, when Rovio in fact has not.

32. As to priority of use, the earliest date of use or intent to use stated in Mr. Simpson-Jones' applications to register the ANGRY CLUB name is August 13, 2012. All of Rovio's trademark registrations have an earlier priority date, the latest of which is April 15, 2011. As such, Rovio has priority in its ANGRY BIRDS® Marks, making Defendants the junior users of the ANGRY CLUB name.

33. Defendants' continued use of the ANGRY CLUB name, and the registration of the ANGRY CLUB name on the Federal Register, will cause a likelihood of confusion, mistake, or deception with respect to the source or origin of Defendants' goods. There is a strong likelihood that consumers will erroneously believe that Defendants' goods are licensed by or associated with Rovio.

34. In addition, Defendants' continued use of the ANGRY CLUB name, and the registration of the ANGRY CLUB name, will dilute and tarnish Rovio's famous ANGRY BIRDS® Marks. The ANGRY BIRDS® Marks are famous in the United States and throughout the world. Use of the ANGRY CLUB name is likely to cause dilution by blurring and dilution by tarnishment of the ANGRY BIRDS® Marks, regardless of the presence of actual or likely confusion, of competition, or of actual economic injury. *See* 15 U.S.C. § 1125(c).

35. Mr. Simpson-Jones' registration of the ANGRY CLUB name will also cause Rovio damage, pursuant to 15 U.S.C. § 1063(a), because such registration would grant Mr. Simpson-Jones and his assigns a *prima facie* exclusive right to use the proposed mark, despite Rovio's priority over Defendants and the likelihood of confusion, dilution, and injury to Rovio's goodwill that will be caused by Defendants' use of the ANGRY CLUB name.

36. Before filing the instant lawsuit, Defendants were given opportunities to stop selling their infringing and diluting wares and to abandon the application before the USPTO. Defendants refused, leaving Rovio with no recourse but to seek relief before this Court.

### **CAUSES OF ACTION**

#### **FIRST CLAIM**

##### **WILLFUL TRADEMARK INFRINGEMENT IN VIOLATION OF 15 U.S.C. § 1114**

37. Rovio realleges and incorporates ¶¶ 1-36 above as if fully set forth herein.

38. Rovio is the exclusive owner of the ANGRY BIRDS® Marks.

39. Upon information and belief, Defendants knew or should have known that the ANGRY BIRDS® Marks are owned by and registered to Rovio.

40. Without Rovio's consent, the foregoing acts of Defendants knowingly using the ANGRY CLUB name in conjunction with Defendants' infringing goods is likely to cause confusion, mistake, or deception in the marketplace and is likely to lead consumers to believe that Defendants are affiliated with, sponsored by, or endorsed by Rovio. Consequently, Defendants infringe on Rovio's ANGRY BIRDS® Marks in violation of the Lanham Act.

41. Rovio has suffered and continues to suffer damages as a result of Defendants' knowing and intentional infringement of Rovio's ANGRY BIRDS® Marks.

42. Defendants' infringement of Rovio's ANGRY BIRDS® Marks as alleged herein is an exceptional case and was intentional, entitling Rovio to treble its actual damages and to an award of attorneys' fees under 15 U.S.C. §§ 1117(a) and 1117(b).

43. Rovio will continue to be damaged by such violations unless Defendants are enjoined by this Court.

### **SECOND CLAIM**

#### **FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION IN VIOLATION**

##### **OF 15 U.S.C. § 1125(a)**

44. Rovio realleges and incorporates ¶¶ 1-43 above as if fully set forth herein.

45. Rovio is the exclusive owner of a valid trademark in its ANGRY BIRDS® Marks and is entitled to protection under the Lanham Act.

46. Defendants have demonstrated a deliberate intent to trade off the goodwill of Rovio's trademark rights as a means of increasing Defendants' own sales volume at the expense of Rovio.

47. Defendants' deliberate infringement is likely to result in consumers purchasing Defendants' products in mistaken belief that they originate from Rovio.

48. Defendants' use of a mark that is confusingly similar to Rovio's ANGRY BIRDS® Marks in connection with highly similar goods is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Rovio, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Rovio.

49. Defendants have made and will continue to make substantial profits and/or gains to which they are not entitled.

50. Rovio has been and will continue to be irreparably harmed and damaged by Defendants' actions.

51. Defendants' infringement of Rovio's ANGRY BIRDS® Marks as alleged herein is an exceptional case and was intentional, entitling Rovio to treble its actual damages and to an award of attorneys' fees under 15 U.S.C. §§ 1117(a) and 1117(b).

52. Rovio will continue to be damaged by such violations unless Defendants are enjoined by this Court.

### **THIRD CLAIM**

#### **FEDERAL TRADEMARK DILUTION IN VIOLATION OF 15 U.S.C. § 1125(c)**

53. Rovio realleges and incorporates ¶¶ 1-52 above as if fully set forth herein.

54. Rovio's ANGRY BIRDS® Marks are distinctive and famous within the meaning of 15 U.S.C. § 1125(c), as amended.

55. Defendants' activities as alleged herein, both separately and collectively, have diluted or are likely to dilute the distinctive quality of Rovio's ANGRY BIRDS® Marks in violation of 15 U.S.C. § 1125(c), as amended.

56. Rovio is entitled to injunctive relief pursuant to 15 U.S.C. § 1125(c).

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

58. Defendants' willful dilution of Rovio's ANGRY BIRDS® Marks as alleged herein is an exceptional case, entitling Rovio to treble its actual damages and to an award of attorneys' fees under 15 U.S.C. §§ 1117(a) and 1117(b).

**FOURTH CLAIM**

**FLORIDA COMMON LAW TRADEMARK INFRINGEMENT**

59. Rovio realleges and incorporates ¶¶ 1-58 above as if fully set forth herein.

60. Rovio is the exclusive owner of a valid trademark in its ANGRY BIRDS® Marks and is entitled to protection under the Lanham Act and Florida common law.

61. Defendants' use of ANGRY CLUB in connection with their infringing goods is likely to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Defendants' products are affiliated with, sponsored by, or endorsed by Rovio.

62. This conduct constitutes trademark infringement under Florida common law, and has caused and will continue to cause Rovio to incur damage.

63. By reason of the foregoing, Rovio has been and will continue to be irreparably harmed and damaged.

64. Rovio's remedies at law are inadequate to compensate for this harm and damage.

**FIFTH CLAIM**

**FLORIDA COMMON LAW UNFAIR COMPETITION**

65. Rovio realleges and incorporates ¶¶ 1-64 above as if fully set forth herein.

66. Rovio is the exclusive owner of a valid trademark in its ANGRY BIRDS® Marks and is entitled to protection under the Lanham Act and Florida common law.

67. Defendants have infringed Rovio's ANGRY BIRDS® Marks in violation of Rovio's trademark rights.

68. Defendants have demonstrated a deliberate intent to trade off the goodwill of Rovio's ANGRY BIRDS® Marks as a means of increasing Defendants' own sales volume at the expense of Rovio.

69. Defendants' deliberate use of a similar variation of Rovio's ANGRY BIRDS® Marks in connection with highly similar goods is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or approval of Defendants' goods by Rovio.

70. Defendants' deliberate conduct is likely to result in consumers purchasing Defendants' products in mistaken belief that they originate from Rovio.

71. The before-mentioned conduct constitutes unfair competition under Florida common law, and has caused, and will continue to cause, Rovio to incur damage.

72. By reason of the foregoing, Rovio has been and will continue to be irreparably harmed and damaged.

73. Rovio's remedies at law are inadequate to compensate for this harm and damage.

#### **SIXTH CLAIM**

##### **TRADEMARK DILUTION UNDER FLA. STAT. 495.151**

74. Rovio realleges and incorporates ¶¶ 1-73 above as if fully set forth herein.

75. Rovio is the exclusive owner of the ANGRY BIRDS® Marks.

76. Rovio's ANGRY BIRDS® Marks are distinctive and famous within the meaning of 15 U.S.C. § 1125(c), as amended, and as described in Fla. Stat. 495.151.

77. Defendants commercially use a colorable imitation of Rovio's ANGRY BIRDS® Marks, namely, the ANGRY CLUB name.

78. Defendants use of ANGRY CLUB began after Rovio's ANGRY BIRDS® Marks became famous, and Defendants' use is likely to cause dilution of the distinctive quality of the ANGRY BIRDS® Marks.

79. The before-mentioned conduct constitutes trademark dilution under Florida statutory law, and has caused, and will continue to cause, Rovio to incur damage.

80. By reason of the foregoing, Rovio has been and will continue to be irreparably harmed and damaged.

81. Rovio's remedies at law are inadequate to compensate for this harm and damage.



82. Defendants willfully intended to trade on Rovio's reputation or to cause dilution of Rovio's ANGRY BIRDS® Marks, entitling Rovio to injunctive relief on a state-wide and nation-wide basis.

**PRAYER FOR RELIEF**

WHEREFORE, Rovio respectfully requests this Court enter judgment against Defendants as follows:

A. Rovio's ANGRY BIRDS® Marks have been infringed by Defendants in violation of Rovio's rights under common law, under 15 U.S.C. § 1114, and under Florida law;

B. Defendants have competed unfairly with Rovio in violation of Rovio's rights under common law, under 15 U.S.C. § 1125(a), and under Florida law;

C. Defendants' activities are likely to, or have, diluted Rovio's famous ANGRY BIRDS® Marks in violation of Rovio's rights under common law, under 15 U.S.C. § 1125(c), and under Florida law;

D. Defendants' agents, employees, attorneys, successors, assigns, affiliates, and joint venturers and any person(s) in active concert or participation with Defendants, and/or any person(s) acting for, with, by, through, or under them, shall be enjoined and restrained at first during the pendency of this action and thereafter permanently from:

i. Manufacturing, producing, sourcing, importing, selling, offering for sale, distributing, advertising, or promoting any goods that display any words or symbols that so resemble Rovio's ANGRY BIRDS® Marks as to be likely to cause confusion, mistake or deception, on or in connection with any product that is not authorized by or for Rovio, including without limitation any product that bears the ANGRY CLUB name, which is the subject of this Complaint and for which Defendants are responsible, or any other approximation of Rovio's ANGRY BIRDS® Marks;

ii. Using any word, term, name, symbol, device, or combination thereof that causes or is likely to cause confusion, mistake, or deception as to the affiliation or association of Defendants or their products with Rovio or as to the origin of Defendants' goods, or any false designation of origin, or false or misleading description or representation of fact;

iii. Further infringing the rights of Rovio in and to any of its trademarks in its ANGRY BIRDS® products or otherwise damaging Rovio's goodwill or business reputation;

iv. Otherwise competing unfairly with Rovio in any manner; and

v. Continuing to perform in any manner whatsoever any of the other acts complained of in this Complaint;

E. Defendants shall be required to immediately supply Rovio's counsel with a complete list of individuals and entities from whom or which they purchased, and to whom or which they sold, offered for sale, distributed, advertised, or promoted, infringing products as alleged in this Complaint;

F. Defendants shall be required to immediately deliver to Rovio's counsel their entire inventory of infringing products, including without limitation the products described in this Complaint;

G. Defendants shall, within thirty (30) days after service of the judgment demanded herein, be required to file with this Court and serve upon Rovio's counsel a written report under oath setting forth in detail the manner in which they have complied with the judgment;

H. Rovio shall be entitled to recover its damages and lost profits from Defendants in an amount to be proven at trial;

I. Defendants shall be required to account for any profits that are attributable to their illegal acts, and Rovio shall be awarded the greater of (1) three times Defendants'

profits or (2) three times any damages sustained by Rovio, under 15 U.S.C. § 1117, plus prejudgment interest;

J. Defendants shall be required to provide an accounting of all Defendants' funds and assets that arise out of their infringing activities, and a constructive trust shall be established for such funds and assets;

K. The U.S. Patent and Trademark Office shall be directed to refuse registration to Trademark Application Serial Numbers 85/798,607 and 85/702,449;

L. Rovio shall be awarded its costs and disbursements incurred in connection with this action, including Rovio's reasonable attorneys' fees and investigative expenses; and

M. Rovio shall be entitled to all such other relief as this Court deems just and proper.

**JURY DEMAND**

Rovio hereby demands a trial by jury of all issues so triable.

Dated: October 7, 2013,

Respectfully submitted,

**K&L GATES LLP**

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## General Information

<b>Docket Number</b>	1:13-cv-23619
<b>Court</b>	United States District Court for the Southern District of Florida
<b>Nature of Suit</b>	Property Rights: Trademark
<b>Date Filed</b>	2013-10-08 00:00:00