

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EXECUTIVE DATA SYSTEMS, INC.,)	
)	
Plaintiff,	)	CIVIL ACTION NO. 1:17-cv-6339
)	
v.	)	JURY TRIAL DEMANDED
)	
ZOLA MEDIA LLC,	)	COMPLAINT FOR FEDERAL
	)	TRADEMARK INFRINGEMENT; FALSE
	)	DESIGNATION OF ORIGIN AND
	)	UNFAIR COMPETITION; COMMON
	)	LAW TRADEMARK INFRINGEMENT;
Defendant.	)	INFRINGEMENT UNDER N.Y.
	)	GEN. BUS. LAW § 360-K; DECEPTIVE
	)	ACTS AND PRACTICES UNLAWFUL
	)	UNDER N.Y. GEN. BUS. LAW § 349
)	
)	

COMPLAINT

Plaintiff Executive Data Systems, Inc. (“EDS” or “Plaintiff”), by its attorneys, Whitmyer IP Group, brings this Complaint against Defendant Zola Media LLC (“Zola” or “Defendant”) and alleges as follows:

STATEMENT OF THE CASE

1. This is an action for federal trademark infringement and federal unfair competition and false designation of origin of EDS’ trademark in violation of the Federal Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and the statutes and common law of the State of New York, all arising from Zola’s unauthorized use of EDS’ trademark in connection with its promotion, advertising, distribution, offer for sale and/or sale of Zola’s legal practice management software and services.

2. EDS hereby seeks (1) injunctive relief against Zola's continued unauthorized, improper and willful commercial use and exploitation of any trademark that is the same as or confusingly similar to EDS' trademark; and (2) all damages arising from Zola's past and present infringement, including all statutory damages, and EDS' attorneys' fees and costs for having to bring this suit to enforce its trademark rights.

PARTIES

3. Plaintiff, EDS, is a corporation organized and existing under the laws of the State of Florida and having an office and principal place of business at 6100 Blue Lagoon Drive, Suite 350, Miami, FL 33126.

4. Upon information and belief, Zola is a corporation, organized under the laws of the State of New York having a principal place of business located at 10 Harbor Park Drive #101, Port Washington, NY 11050.

5. Upon information and belief, Zola is doing business through the websites <https://zolamedia.com/> and <https://zolasuite.com/> (the "Websites").

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331, and 1338(a) over the federal trademark infringement and false designation of origin and unfair competition, which arise under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; and has supplemental jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state law claims.

7. Upon information and belief, Zola is based in Port Washington, New York and is subject to personal jurisdiction in this District because Zola has conducted and continues to conduct business transactions within the District and through its Website and such conduct has and will cause injury to EDS in this District.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) because a substantial part of the wrongful events giving rise to this action took place in the District and EDS has suffered harm in this District. Zola transacts business in the District, including selling Zola products in and to this District and operates a fully interactive website that allows consumers from this District to purchase Zola products.

FACTS COMMON TO ALL CLAIMS FOR RELIEF
EDS' WELL-KNOWN TRADEMARK

9. The EDS brand has developed tremendous goodwill in the sale of computer software and services used by law firms and legal departments to manage accounting departments, document assembly, docketing, reporting, and the facilitation of workflow, among numerous other features. EDS and the products sold under this brand are known to be synonymous with superior quality.

10. In 1979, EDS began servicing law firms and legal departments. For over thirty (30) years, EDS has built tremendous goodwill in its brand. In 2000, EDS began using the ALL-IN-ONE mark in connection with, among other things, law office management software and services (the “EDS Goods and Services”).

11. EDS is the owner of the U.S. Trademark Registration for “ALL-IN-ONE,” Reg. No. 4138015, registered on May 8, 2012 (the “EDS Mark”). This registration is valid and subsisting and has become incontestable according to 15 U.S.C. § 1065. *See Exhibit A*, a true and correct copy of the ALL-IN-ONE trademark registration, which is incorporated herein by reference.

12. The EDS Mark has been in extensive and continuous use in U.S. commerce in connection with the EDS Goods and Services since at least as early as December 2000. Due to

such extensive and continuous use, EDS has developed tremendous consumer recognition of and goodwill in the EDS Mark.

13. EDS is responsible for maintaining control over the quality of its software and services, including the EDS Goods and Services, in the U.S.

14. EDS directly sells and markets the EDS Goods and Services in the U.S. to law firms and legal departments.

15. EDS owns, operates, manages, and controls the website, www.perfectlaw.com, where it markets, offers for sale and sells its goods and services, including its ALL-IN-ONE legal management software.

16. EDS has developed a reputation for its high quality products and service, including the EDS Goods and Services, in the U.S.

17. EDS has used the EDS Mark for nearly seventeen (17) years on or in connection with the EDS Goods and Services. As such, the EDS Mark has become a strong identifier of EDS' Goods and Services.

18. By virtue of the long use of the EDS Mark, the high quality of the EDS Goods and Services used in connection with said mark, and EDS' substantial marketing and publicity of the EDS Mark, the EDS Mark is very well-known and has been since long before the activities of Zola complained of herein.

ZOLA'S INFRINGING ACTIVITIES

19. Upon information and belief, Zola is a provider and seller of software systems used for legal marketing services and legal practice management, including the product ZolaSuite.

20. Upon information and belief, Zola markets and distributes its goods and services to legal organizations and legal consultants.

21. Upon information and belief, EDS and Zola offer for sale and sell the same goods and services through the same trade channels and to the same consumer markets.

22. Long after EDS' adoption and first use of the EDS Mark in connection with its software products and services, Zola started to use the EDS Mark, or mark substantially similar thereto, without authorization from EDS, in connection with software products, including but not limited to its ZolaSuite legal practice management software and services (the "Infringing Goods and Services"). See **Exhibit B**, screenshots from Zola's Websites promoting and offering for sale the Infringing Goods and Services, which are incorporated herein by reference.

23. Upon information and belief, Zola markets and sells the Infringing Goods and Services through physical sales, attendance at legal conferences and tradeshows, and its interactive Websites. The Websites are publically accessible to consumers in New York and those throughout the U.S.

24. Upon information and belief, the Websites have been publically accessible since no earlier than October 31, 2013.

25. In June 2017, EDS discovered that Zola was using the EDS Mark, or mark substantially similar thereto, in connection with the Infringing Goods and Services.

26. On June 1, 2017, EDS sent Zola a letter placing Zola on notice of EDS' federal and state rights and long term use of the EDS Mark, as well as demanding that it cease and desist from all use of the EDS Mark.

27. On June 21, 2017, Zola returned the June 1, 2017 EDS Letter with “Nice Try” written over the original June 1, 2017 correspondence but no further response or acknowledgement of EDS’ rights was received.

28. On June 27, 2017, after observing no compliance of EDS’ demands by Zola, EDS sent another cease and desist letter to Zola reiterating its rights and demands.

29. On July 11, 2017, after receiving no response from and/or observing any compliance of EDS’ demands by Zola, EDS, through its attorneys, sent a third cease and desist letter to Zola explaining Zola’s blatant disregard for EDS’ trademark rights and again reiterating its demands, including that the EDS Mark be removed from the Websites and any other manner in which it was being used without authorization.

30. To date, Zola continues to use, without authorization from EDS, the EDS Mark, or mark substantially similar thereto, in connection with the Infringing Goods and Services.

31. Zola is not now, nor has it ever been associated, affiliated, or connected with or endorsed or sanctioned by EDS.

32. EDS is not able to monitor, enforce, or maintain its quality control standards on the Infringing Goods and Services that Zola is offering for sale and selling.

33. Zola’s use of the EDS Mark, or mark substantially similar thereto, in the manner described herein creates the wrongful impression that Zola’s goods and services originate from EDS and/or that such goods and services are authorized, sponsored, or approved by EDS even though they are not. This confusion causes irreparable harm to EDS and the EDS Mark.

34. Upon information and belief, Zola has been unjustly enriched by the illegal use and misappropriation of the EDS Mark for its own financial gain. Additionally, upon information and belief, Zola has unfairly benefited and profited from EDS’ outstanding

reputation for high quality goods, as well as its advertising and promotion of its goods and services and the EDS Mark for almost seventeen (17) years.

35. Upon information and belief, Zola's acts are willful and deliberate. Therefore, this case constitutes an exceptional case under 15 U.S.C. § 1117(a).

36. Upon information and belief, Zola's acts will continue unless enjoined by this Court.

37. EDS has no adequate remedy at law.

COUNT I
Trademark Infringement Under 15 U.S.C. § 1114

38. EDS repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

39. The EDS Mark and the goodwill of the business associated therewith in the United States are of great and significant value, and are highly distinctive of the EDS Goods and Services.

40. Zola's actions described herein have caused and are likely to cause confusion and mistake and to deceive potential customers and the general purchasing public as to the source, origin, or sponsorship of Zola's goods, and are likely to deceive the public into believing that the goods offered and sold by Zola originate from, are associated with, or are otherwise authorized by EDS, all to the damage and detriment, of EDS' reputation, goodwill and sales.

41. Zola's unauthorized use of the EDS Mark constitutes trademark infringement of the federally-registered ALL-IN-ONE mark, the full extent of which is presently unknown but is substantial. This has caused damage to EDS and the substantial business and goodwill symbolized by the EDS Mark in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

42. Zola's actions described above, including the unauthorized use of the EDS Mark in interstate commerce, have caused, and unless restrained, will continue to cause great and irreparable injury to EDS, to the EDS Mark, and to the business and goodwill represented thereby, leaving EDS with no adequate remedy at law.

43. Zola's acts constitute willful trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

44. By reason of the foregoing, Zola is liable to EDS for: (a) an amount representing three (3) times EDS' damages and/or Zola's illicit profits; and (b) reasonable attorney's fees, investigative fees and pre-judgment interest pursuant to 15 U.S.C. § 1117.

COUNT II

False Designation of Origin and Unfair Competition Under 15 U.S.C. § 1125

45. EDS repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

46. This claim is against Zola for trademark infringement, false designation of origin, and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

47. Upon information and belief, Zola has used, is using, and intends to continue using now and in the future in commerce the EDS Mark for the offer and provision of goods and services in such a way that has and will continue to cause confusion, mistake, or deception as to the affiliation, connection, or association of Zola with EDS.

48. Upon information and belief, Zola's use of the EDS Mark for the offer and provision of goods and services has likely caused and will cause confusion of the relevant public and trade.

49. Zola's use of the EDS Mark trades upon the associated goodwill.

50. EDS has been and will continue to be damaged by the confusion, mistake, and deception caused by Zola's use of the EDS Mark.

51. Any defect, objection to or fault found with Zola's goods and/or services sold or provided under the EDS Mark would necessarily reflect on and seriously injure the reputation EDS has established for its marks and business.

52. EDS does not and has never consented to or authorized Zola's adoption or commercial use of the EDS Mark for the aforementioned goods and/or services. Zola therefore has infringed and is infringing the EDS Mark in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

53. Upon information and belief, at all times relevant to this action, including when Zola first adopted the EDS Mark and commenced commercial use of the EDS Mark on or in connection with the aforementioned goods and services, Zola knew of the prior adoption and widespread commercial use of the EDS mark, and Zola knew of the valuable goodwill and reputation acquired by EDS in connection with the EDS Mark. Zola's infringement of the EDS Mark is therefore willful.

54. Upon information and belief, Zola, even after being placed on notice of EDS' rights, continues to use the EDS Mark in commerce. Zola's infringement of the EDS Mark is therefore willful.

55. Upon information and belief, Zola's use of the EDS Mark has caused confusion, mistake, and deception of purchasers as to the source of origin of Zola's Infringing Goods and Services. Because of the confusion as to the source caused by Zola's unauthorized use of the EDS Mark, EDS' valuable goodwill developed at great expense and effort by EDS over the

course of the last seventeen (17) years is being irreparably harmed and is at risk of further damage.

56. Zola's infringement will continue unless enjoined by the Court.

COUNT III
Common Law Trademark Infringement

57. EDS repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

58. In addition to EDS' ownership and use of the federal registration set forth above, the EDS Mark enjoys common law rights in New York and throughout the U.S. These rights are senior and superior to any rights which Zola may claim.

59. Zola's use in commerce of the EDS Mark constitutes common law trademark infringement in that it is without EDS' consent and is likely to cause consumer confusion as to source and origin.

COUNT IV
Trademark Infringement Under N.Y. Gen. Bus. Law §360-k

60. EDS repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

61. EDS holds valid and enforceable common law rights in the EDS Mark by virtue of its use of the mark in New York for nearly seventeen (17) years.

62. Upon information and belief, Zola's use of an infringing EDS Mark has caused and will continue to cause consumer confusion and potential consumers to be confused, mistaken, or deceived as to the source of origin of such goods or services.

63. The above-described actions constitute trademark infringement in violation of N.Y. Gen. Bus. Law § 360-k.

COUNT V

Deceptive Acts and Practices Unlawful Under N.Y. Gen. Bus. Law § 349

64. EDS repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

65. EDS and Zola are engaged in the conduct of business, trade, and commerce.

66. The foregoing conduct by Zola constitutes deceptive acts and practices within the meaning of N.Y. Gen. Bus. Law § 349.

67. Through the unfair acts and practices described above, EDS has been, and continues to be, damaged by Zola.

68. Zola has profited thereby, and unless its conduct is enjoined, EDS will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages.

69. Accordingly, EDS seeks injunctive relief pursuant to N.Y. Gen. Bus. Law § 349.

70. By using the EDS Mark in connection with the sale, offering for sale, and/or advertising of goods to consumers in the software field in connection with the EDS Goods and Services or goods and services related thereto, Zola has violated EDS' rights.

71. Accordingly, EDS is entitled to judgment in an amount equal to three times its damages, together with reasonable attorney's fees, pursuant to N.Y. Gen. Bus. Law § 349.

PRAYER FOR RELIEF

WHEREFORE, EDS prays for judgment as follows:

A. That judgment be entered in favor of EDS and against Zola on each and every Claim in this Complaint;

B. For entry of an order and judgment requiring that Zola and its officers, agents, servants, employees, owners, and representatives, and all other persons, firms, or corporations in active concert or participation with them, be enjoined during the pendency of this action and permanently thereafter from (a) using the EDS Mark, or mark substantially and/or confusingly similar thereto; (b) doing any act or thing calculated or likely to cause confusion or mistake in the minds of the members of the public or prospective customers as to the source of the products offered or distributed by Zola, or likely to confuse members of the public, or prospective customers, into believing that there is some connection, sponsorship, or license between EDS and Zola or any other entity owned by or associated with Zola; (c) advertising, marketing, promoting, selling, offering for sale or authorizing any third party to advertise, market, promote, sell and offer for sale any goods or services bearing the EDS Mark, or mark that is a substantially similar variation of the EDS Mark; (d) otherwise infringing upon the EDS Mark; (e) otherwise competing unfairly with EDS in any manner; and (f) assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in parts (a) through (e) of this paragraph;

C. For entry of an order and judgment directing Zola, pursuant to 15 U.S.C. § 1116(a), to file with this Court and serve upon EDS within thirty (30) days after entry of the injunction, a report in writing under oath setting forth in detail the manner and form in which Zola has complied with the injunction and ceased all offering of products under the EDS Mark as set forth above;

D. Direct Zola to deliver up for destruction any and all circulars, price lists, labels, brochures, business cards, signs, prints, packages, wrappers, pouches, advertisements, promotional matters, and other materials in the possession or control of Zola bearing the EDS

Mark, any derivation or colorable imitation thereof, or any mark confusingly similar thereto or likely to dilute or detract from the EDS Mark, in accordance with 15 U.S.C. § 1118;

E. For a judgment in the amount of (a) three times Zola's illicit profits as a result of its wrongful conduct or (b) three times EDS' damages, whichever is greater, pursuant to 15 U.S.C. § 1117 and other applicable law;

F. Award EDS the costs and disbursements of this action pursuant to 15 U.S.C. § 1117 and other applicable law and restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been obtained by Zola as a result of its unlawful and/or fraudulent business actions or practices;

G. Award EDS its reasonable attorney's fees incurred herein as a result of Zola's intentional and willful infringement, pursuant to 15 U.S.C. § 1117 and other applicable law;

H. Award EDS' such other and further relief as the Court deems just and proper.

JURY DEMAND

EDS demands a trial by jury on all claims and issues so triable.

Respectfully Submitted,

Date: August 21, 2017

/s/ Wesley W. Whitmyer, Jr.
Wesley W. Whitmyer, Jr. (Bar No. WW2773)
Christina L. Winsor (Bar No. CW9983)
WHITMYER IP GROUP LLC
600 Summer Street
Stamford, CT 06901
Phone: 203-703-0800
Fax: 203-703-0801
Email: litigation@whipgroup.com
cwinsor@whipgroup.com

EXHIBIT A

United States of America
United States Patent and Trademark Office

ALL-IN-ONE

Reg. No. 4,138,015

Registered May 8, 2012

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

EXECUTIVE DATA SYSTEMS, INC. (FLORIDA CORPORATION)
815 NW 57TH AVENUE, SUITE 200
MIAMI, FL 33126

FOR: COMPUTER SOFTWARE ALL FOR USE IN CONNECTION WITH THE LEGAL INDUSTRY, NAMELY, COMPUTER SOFTWARE FOR BILLING, ACCOUNTING, CONFLICT RESOLUTION, DOCKETING, DOCUMENT MANAGEMENT, IMAGING, DOCUMENT ASSEMBLY, AND REPORT WRITING AND TO FACILITATE WORKFLOW, SCHEDULING AND CREATING, PROFILING AND SAVING DOCUMENTS; COMPUTER SOFTWARE FOR MANAGEMENT OF THE ROUTING, SHARING AND STORAGE OF SCANNED DOCUMENTS USING DIGITAL TECHNOLOGY; COMPUTER SOFTWARE FOR BUSINESS ANALYSIS AND INTELLIGENCE MONITORING OF LAW FIRM COMPANY STATISTICS, PROFITABILITY AND DECISION MAKING; COMPUTER SOFTWARE FOR SEARCHING AND RETRIEVING CONTENT FROM A GLOBAL COMPUTER NETWORK SUCH AS THE INTERNET, AND FOR STORAGE, MANAGEMENT AND SHARING OF THE RETRIEVED CONTENT IN A LOCAL NETWORK DATABASE; COMPUTER SOFTWARE FOR ALLOWING REMOTE ACCESS AND SHARING OF DATA FILES; AND COMPUTER SOFTWARE FOR USE IN THE FIELD OF LAW PROVIDING LAW FORMS AND RELATED BUSINESS AND LITIGATION DOCUMENT SUPPORT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 12-0-2000; IN COMMERCE 12-0-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-368,801, FILED 7-12-2011.

ANNE FARRELL, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

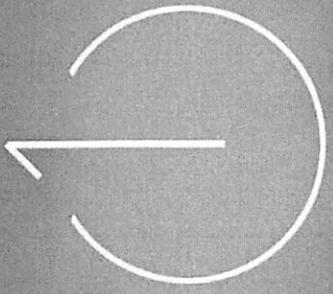
***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

EXHIBIT B

THE POWER OF ONE™

YOUR COMPLETE PRACTICE SOLUTION



ONE instance of data entry for error reduction

ONE audit trail for ultimate accountability

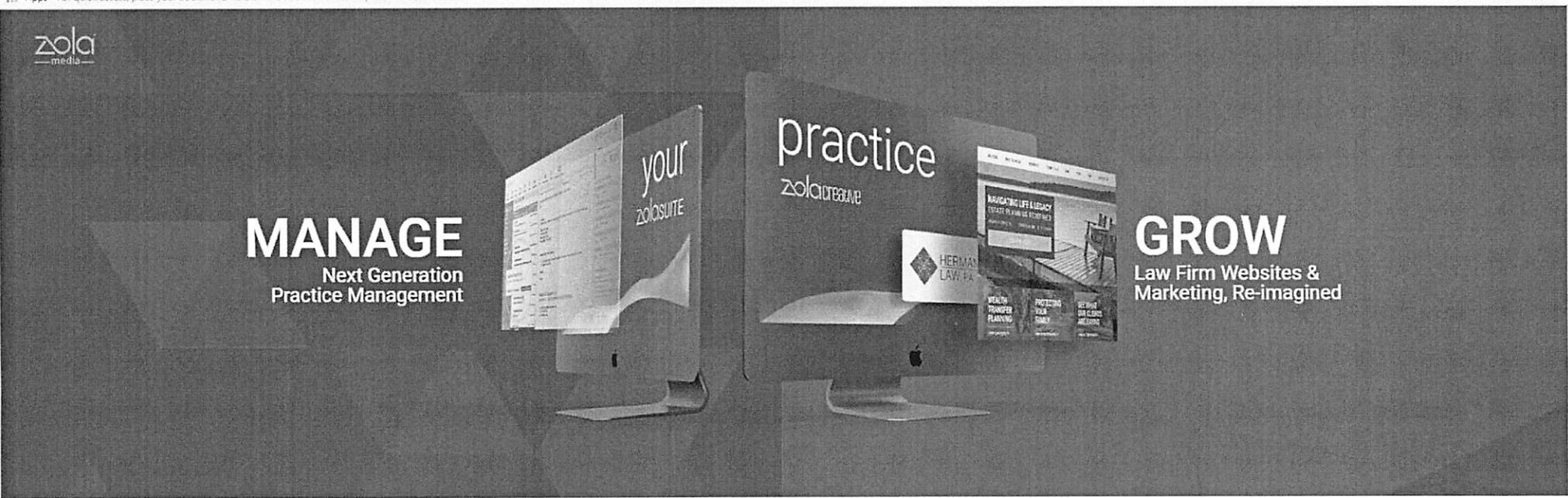
ONE set of user permissions for optimal security

ONE point of support for mental sanity

ONE interface for maximum productivity

ONE monthly fee for big savings

ALL IN ONE PRACTICE MANAGEMENT SYSTEM



Zola Suite

Features

-  Matter Management
-  Emails

-  Time
-  Documents

Zola Creative

Be Seen

- Beautiful, High-Impact Website Designs



August 22, 2017

VIA FEDEX
Tracking No. 770 8373 0060

Fred J. Cohen, Esq.
Founder
Zola Suite
10 Harbor Park Drive, Suite 101
Port Washington, NY 11050

Re: WHIP File 03071-L0015A
Executive Data Systems, Inc. v. Zola Media LLC

Dear Mr. Cohen:

On behalf of Executive Data Systems, Inc. ("EDS"), we send this final warning that Zola Media and Zola Suite (collectively "Zola") cease and desist all use of the ALL-IN-ONE trademark owned by EDS, U.S. Reg. No. 4138015. We have not received any response from Zola in regards to EDS' June 27, 2017 letter or our July 11, 2017 letter.

This matter is highly important to our client and any likelihood of confusion within the market regarding its ALL-IN-ONE mark cannot be tolerated nor should any other party use EDS' intellectual property without authorization.

As such, enclosed herewith, you will find a filed Complaint against Zola for its infringing use of the ALL-IN-ONE mark in connection with its legal practice management software, filed in the Southern District of New York, *Executive Data Systems, Inc. v. Zola Media LLC*, Case No. 1:17-cv-6339.

In order to resolve this matter without the need to serve the enclosed Complaint, we demand the following:

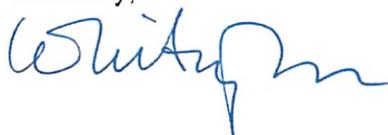
1. Zola must immediately cease all use of the ALL-IN-ONE mark and any other intellectual property owned by EDS (collectively the "Intellectual Property"), or any marks substantially similar thereto, including but not limited to, the removal of any reference to the Intellectual Property from its websites, marketing materials, and in any other manner in which it is using the mark in connection with its goods, services, and/or business; and
2. Zola will agree to sign a settlement agreement declaring that it has complied with paragraph 1 and prohibiting Zola or any of its employees from using the ALL-IN-ONE trademark now or in the future.

EDS places a high priority on stopping Zola's blatant infringement and misappropriation of the invaluable goodwill EDS has developed and maintained with the consuming public. Accordingly, we require written confirmation that Zola has complied with paragraph 1 and will

comply with paragraph 2 as set forth above, no later than **September 11, 2017**. If Zola fails or refuses to comply with our demands, we will initiate service of the Complaint.

We are hopeful that Zola will resolve this matter without the need for further legal proceedings.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Whitmyer, Jr.", with a stylized flourish at the end.

Wesley W. Whitmyer, Jr.
wwhitmyer@whipgroup.com

WWW:CLW:NR
Enclosures