

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

EASYKNOCK, INC.,

Plaintiff,

v.

KNOCKAWAY INC.,

Defendant.

Civil Action No. _____

JURY TRIAL DEMANDED

EasyKnock, Inc. (“Plaintiff”) by and through its undersigned attorneys, Harris Beach PLLC, allege against Defendant Knockaway, Inc. (“Defendant”) as follows:

NATURE OF THE CLAIMS

1. Plaintiff seeks a declaratory judgment that Plaintiff’s use of its EASYKNOCK trademark does not infringe or otherwise violate any of Defendant’s purported trademark or other rights in its purported KNOCK mark.

2. This action arises under the Federal Declaratory Judgments Act, 28 U.S.C. §§ 2201 and 2202, the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and related state and common law pertaining to trademark infringement, unfair competition, and/or deceptive trade practices. This Court has subject matter jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and under the principles of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

3. This Court has personal jurisdiction over Defendant because: (i) per its website, Defendant has an office in this District; (ii) upon information and belief, Defendant solicits, transacts, and is doing business within this district and the claims in this action arise out of such business in this district; and (iii) Defendant committed tortious acts without the state causing

injury to Plaintiff within the state and expects or reasonably should expect these acts to have consequences in the state and derives substantial revenue from interstate commerce.

4. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400.

5. Defendant has created a substantial controversy, between parties having adverse legal interest, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment. Specifically, Defendant has claimed in a threatening letter sent by Defendant's counsel that Plaintiff is committing trademark infringement and is engaged in unfair competition via its use of the EASYKNOCK mark.

6. Plaintiff's use of the EASYKNOCK mark does not infringe or violate any of Defendant's trademark or other rights, and accordingly, Plaintiff seeks a declaration that (a) Plaintiff is the senior user and has priority with regard to the services Defendant accuses of infringement; (b) Plaintiff's use of the EASYKNOCK trademark has not infringed or otherwise violated any of Defendant's federal, state, or common law rights, including but not limited to rights relating to trademark infringement, unfair competition, or any other types of tortious activity; and (c) there is no likelihood of consumer confusion between Plaintiff's EASYKNOCK trademark as used in connection with Plaintiff's services and Defendant's KNOCK trademark as used in connection with Defendant's services.

7. Additionally, Plaintiff's use of the EASYKNOCK mark is senior to Defendant's use of the KNOCK mark with regard to the services at issue. As such, and in the alternative, Defendant's use of the KNOCK mark infringes Plaintiff's EASYKNOCK mark and constitutes trademark infringement, false designation of origin, unfair competition, and false advertising and deceptive acts and practices under federal, state, and/or common law.

PARTIES

8. Plaintiff EasyKnock, Inc. is a Delaware corporation with its principal place of business at 605 Park Avenue, New York, NY 10065.

9. Upon information and belief, Defendant Knockaway Inc. is a Delaware corporation with its principal place of business at 55 East 3rd Avenue, San Mateo, CA 94401. Defendant also maintains an office at 335 Madison Avenue, 16th Floor, New York, NY 10017.

FACTS

Plaintiff's Background and EASYKNOCK Applications

10. Plaintiff was formed in 2016 to provide homeowners with an alternative solution to a common problem: being unable to access the value of their homes without the hassle of loans, banks, and moving. Plaintiff currently offer three programs - Sell & Stay, MoveAbility, and ReLease – and each relates to sale-leaseback arrangement that is customized to each individual's goals and needs. A residential sale-leaseback is the process by which a homeowner sells their house to an investor or business and then leases it back.

11. Plaintiff's innovative services have been featured in coverage by Forbes, the Wall Street Journal, CNBC, U.S. News, and others.

12. Plaintiff has used the trademark EASYKNOCK in connection with its real estate-related services since at least as early as December 16, 2016.

13. On June 27, 2017, Plaintiff filed U.S. Application Serial No. 87/507,740 for the mark EASYKNOCK in Class 36 for "Classified real estate listings of housing rentals; Evaluation of real property; Providing a database of information about residential real estate listings in different neighborhoods and communities; Providing a database of residential real estate listings within neighborhoods and communities specifically identified by users; Providing an internet

website portal offering information in the fields of real estate concerning the purchase and sale of new and resale homes; Providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information; Providing information in the field of real estate via the internet; Real estate valuation services; Real estate brokerage” on an intent-to-use basis (“the ‘740 application”).

14. The ‘740 application is currently suspended based on several prior pending applications, none of which are owned by Defendant.

15. On June 27, 2017, Plaintiff filed U.S. Application Serial No. 87/507,734 for the mark EASYKNOCK in Class 9 for “Computer application software for mobile devices and handheld computers, namely, software for evaluating and marketing real estate and real estate services; Computer software for creating searchable databases of information and data in the field of real estate sales; Computer software for the provision of mortgage information, analysis, and advice in the fields of mortgage lending and real estate marketing and sales; Computer software for the provision of information in the field of real estate that may be downloaded from a global computer network; Downloadable databases in the field of real estate and consumer services; Downloadable software in the nature of a mobile application for advertising, accessing and presenting information in the nature of real estate sales” on an intent-to-use basis (“the ‘734 application”).

16. The ‘734 application is currently suspended based on a prior pending application, which is not owned by Defendant.

Defendant’s Background and KNOCK Application

17. Upon information and belief, Defendant uses the KNOCK mark in connection with a service aimed at allowing homeowners to “swap” homes by purchasing a new home and moving into it while Defendant sells their original home.

18. On September 23, 2020, Defendant filed U.S. Serial Application No. 90/204,063 for the mark KNOCK in Class 36 for “Providing information in the field of real estate; Real estate consulting services; Financial appraisal and valuation of homes; Real estate financing services; Real estate lending services; Real estate acquisition services” (“the ‘063 application”).

19. The ‘063 application was filed just two days before Defendant sent a cease and desist to Plaintiff, as discussed below.

20. The filing dates of the ‘740 and ‘734 applications precede the filing date of the ‘063 application.

Defendant’s Actions Have Created a Substantial Controversy

21. On September 25, 2020, counsel for Defendant sent a cease and desist to Plaintiff regarding Plaintiff’s use of the EASYKNOCK mark and related trademark applications (the “Cease and Desist”). A copy of the Cease and Desist is attached hereto as **Exhibit A**. This letter states: “We write now to demand that EasyKnock, Inc. . . . immediately cease all use and infringement of the Knock Mark and cease using any and all marks that incorporate the term “Knock” including the name and mark EasyKnock”

22. The Cease and Desist further states: “Accordingly, we hereby demand that EasyKnock agrees to the following: (i) withdraw the Infringing Applications; (ii) refrain from any further use of EasyKnock Mark or other marks confusing similar to the Knock Mark and, (iii) agree to not pursue registration of any other mark containing the term ‘Knock’ or any confusingly similar mark in the connection with the provision of real estate services.”

23. Defendant demanded a response to the Cease and Desist no later than October 2, 2020.

24. Defendant's claims of infringement and demand to "immediately cease and desist all use" have created a substantial controversy, between parties having adverse legal interest, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment regarding Plaintiff's use of the EASYKNOCK trademark. Plaintiff seeks through judicial intervention to remove the cloud that Defendant has cast over the EASYKNOCK trademark.

No Priority or Likelihood of Confusion

25. Upon information and belief, Defendant did not begin offering its "Home Swap" services until approximately July 2020 and prior to that time Defendant's primary or sole business was as a real estate brokerage.

26. A July 16, 2020 article on www.housingwire.com states: "Startup Knock announced Thursday it is getting out of the real estate brokerage business and becoming a lender As part of the new Home Swap program, homeowners have access to capital for home repairs"

27. Upon information and belief, under the "Home Swap" program, Defendant serves as a lender in order to allow a homeowner buy a new home before selling their prior residence. Previously, as a real estate brokerage, Defendant provided a substantially different service. Namely, Defendant would use its own funds to buy a new home on behalf of the customer and then the customer would use the proceeds from selling their old home to buy the new home from Defendant.

28. Plaintiff has used the EASYKNOCK mark in commerce since at least as early as December 16, 2016.

29. Plaintiff has continuously used the EASYKNOCK mark in commerce since at least as early as December 16, 2016.

30. The '740 and '743 applications were filed prior to July 2017.

31. Consequently, Plaintiff is the senior user of the services that Defendant accuses of infringement.

32. For many reasons, no likelihood of confusion has been or will be created by Plaintiff's use of the mark EASYKNOCK in connection with its services.

33. The KNOCK and EASYKNOCK marks are noticeably and materially different.

34. The first and dominant portions of the KNOCK and EASYKNOCK marks, i.e., KNOCK and EASY-, are different.

35. There are also multiple third-party uses of and trademark applications for KNOCK-formative trademarks in the real estate industry.

36. The services offered by Plaintiff and Defendant under the KNOCK and EASYKNOCK marks are not similar and are not sufficiently related to create any likelihood of confusion.

37. Plaintiff's EASYKNOCK mark is used in connection with services that allow homeowners to unlock and access the value of their homes.

38. Defendant's KNOCK mark is used in connection with services that allow individuals to sell their homes and buy new ones.

39. The consumers of these services are thus interested in different things. Plaintiff's customers are interested gaining access to cash using the value of their homes whereas Defendant's customers are interested in moving.

40. The Cease and Desist did not assert infringement of a federally registered trademark.

41. The trademark infringement allegations made in the Cease and Desist are based on common law trademark rights.

42. Upon information and belief, Defendant's common law trademark rights are not nationwide.

43. Defendant's website states that it only offers its services in nine cities and five states, i.e., Phoenix, AZ, Denver, CO, Atlanta, GA, Raleigh-Durham, NC, Austin, TX, Dallas-Fort Worth, TX, Houston, TX, and San Antonio, TX.

44. In response to the question "Will my home qualify for the Knock Home Swap" on Defendant's website, Defendant writes, in part: "Knock is starting with homes that match the following criteria: Located within our service area (we are rolling out more markets soon"

45. Consequently, even if Defendant does have common law trademark rights, they would be limited to the cities listed above.

46. Upon information and belief, and for example, Plaintiff used the EASYKNOCK mark in Texas approximately three years prior to Defendant using the KNOCK mark in Texas.

47. Upon information and belief, there have been no instances of actual confusion among third-parties in connection with Plaintiff's use of the EASYKNOCK trademark, despite extended co-existence. Plaintiff is not aware of any correspondence, inquiries, or other communications of any kind that indicate that any third-party has believed that Plaintiff or its EASYKNOCK services are in any way affiliated with, sponsored by, or otherwise connected with Defendant or the KNOCK services.

48. For all of these reasons, no likelihood of confusion or infringement exists.

Defendant's Infringement

49. As described above, upon information and belief, Defendant did not begin offering its "Home Swap" services under the KNOCK mark until approximately July 2020 and prior to that time Defendant's primary or sole business was as a real estate brokerage.

50. Plaintiff began using its EASYKNOCK mark in commerce since at least as early as December 16, 2016.

51. Plaintiff has used its EASYKNOCK mark in fifteen (15) states for approximately three years prior to the commencement of this action and in all fifty (50) states since approximately August 2019.

52. In the alternative, Defendant's use of the KNOCK mark in connection with its Home Swap program infringes Plaintiff's senior common law trademark rights in the mark EASYKNOCK.

**COUNT I
DECLARATION OF NON-INFRINGEMENT**

53. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

54. The actual case and controversy that currently exists between Plaintiff and Defendant relates directly to whether Plaintiff's use of the EASYKNOCK trademark infringes Defendant's KNOCK trademark. This substantial controversy, between parties having adverse legal interests, is of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

55. Plaintiff is the senior user and has priority with regard to the services Defendant accuses of infringement.

56. Plaintiff has not infringed and is not infringing Defendant's KNOCK trademark.

57. Accordingly, Plaintiff is entitled to a judicial declaration that (a) Plaintiff has not infringed or violated any federal, state, or common law trademark right of Defendant, including but not limited to those arising under 15 U.S.C. §§ 1114 and 1125; (b) Plaintiff is the senior user and has priority with regard to the services Defendant accuses of infringement; (c) Plaintiff's EASYKNOCK trademark is not confusingly similar to Defendant's KNOCK trademark; and (d) there is no likelihood of consumer confusion between Plaintiff's EASYKNOCK trademark as used in connection with Plaintiff's services and Defendant's KNOCK trademark as used in connection with Defendant's services.

COUNT II
DECLARATION OF NO UNFAIR COMPETITION OR OTHER TORTIOUS
ACTIVITY IN VIOLATION OF ANY FEDERAL, STATE, OR COMMON LAW

58. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

59. The actual case and controversy that currently exist between Plaintiff and Defendant extends to whether Plaintiff has unfairly competed with Defendant or committed any other business torts. Defendant's September 25, 2020 letter to Plaintiff expressly alleged that Plaintiff's use of the KNOCK mark constituted false endorsement and unfair competition, under federal, state, and common law. This substantial controversy, between parties having adverse legal interests, is of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

60. Plaintiff has not competed unfairly with Defendant or engaged in false endorsement.

61. Accordingly, Plaintiff is entitled to a judicial declaration that Plaintiff has not competed unfairly with Defendant or engaged in false endorsement in violation of any federal, state, or common law.

**COUNT III
FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION
15 U.S.C. § 1125(a)**

62. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

63. By its unauthorized use of the KNOCK mark, as described above and in the alternative, Defendant has falsely designated the origin of its products and services and has competed unfairly with Plaintiff, in violation of 15 U.S.C. § 1125(a).

64. Upon information and belief, Defendant's acts of false designation of origin and unfair competition have been done willfully and deliberately and Defendant has profited and been unjustly enriched by sales that it would not otherwise have made but for its unlawful conduct.

65. Defendant's acts described above have caused injury and damages to Plaintiff, have caused irreparable injury to Plaintiff's goodwill and reputation, and, unless enjoined, will cause further irreparable injury, whereby Plaintiff will have no adequate remedy at law.

**COUNT IV
COMMON LAW TRADEMARK INFRINGEMENT AND
UNFAIR COMPETITION**

66. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

67. Defendant's use of the KNOCK mark, as described above and in the alternative, constitutes common law trademark infringement, passing off, and unfair competition in violation of common law.

68. Upon information and belief, Defendant's acts of common law trademark infringement, passing off, and unfair competition have been done willfully and deliberately and Defendant has profited and been unjustly enriched by sales that Defendant would not otherwise have made but for its unlawful conduct.

69. Defendant's acts described above have caused injury and damages to Plaintiff, and have caused irreparable injury to Plaintiff's goodwill and reputation and, unless enjoined, will cause further irreparable injury, whereby Plaintiff have no adequate remedy at law.

COUNT V
NEW YORK GEN. BUS. LAW §§ 349-350

70. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

71. Defendant's use of the KNOCK, as described above and in the alternative, constitutes false advertising and deceptive acts and practices in violation of New York General Business Law Sections 349 and 350, *et seq.*

72. Upon information and belief, Defendant's unlawful conduct has been willful and deliberate and Defendant has profited and been unjustly enriched by sales that Defendant would not otherwise have made but for its unlawful conduct.

73. Defendant's acts described above have caused injury and damages to Plaintiff, and have caused irreparable injury to Plaintiff's goodwill and reputation and, unless enjoined, will cause further irreparable injury, whereby Plaintiff have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment for Plaintiff and against Defendant as follows:

A. Declaring that Plaintiff has not infringed and is not infringing any federal, state, or common law trademark right of Defendant, including but not limited to rights arising under 15 U.S.C. §§ 1114 and 1125;

B. Declaring that Plaintiff is the senior user and has priority with regard to the services Defendant accuses of infringement;

C. Declaring that Plaintiff's KNOCK trademark is not confusingly similar to Defendant's EASYKNOCK trademark;

D. Declaring that there is no likelihood of consumer confusion between Plaintiff's EASYKNOCK trademark as used in connection with Plaintiff's services and Defendant's trademark as used in connection with Defendant's services;

E. Declaring that Plaintiff has not and is not competing unfairly with Defendant, and has not and is not committing any other type of tortious activity in violation of federal, state, or common law;

F. Preliminarily and permanently enjoining Defendant from taking any action against Plaintiff that arises out of Plaintiff's use of the EASYKNOCK trademark;

G. Granting preliminary and permanent injunctive relief restraining Defendant, its officers, directors, agents, employees, servants, attorneys, successors, assigns and others controlling, controlled by or affiliated with Defendant and all those in privity or active concert or participation with any of the foregoing, and all those who receive actual notice by personal service or otherwise: (1) from using, orally, in writing or in any media, the name, word, or mark

KNOCK, or any other name, word or mark confusingly similar to Plaintiff's EASYKNOCK mark for any purpose; and (2) from otherwise competing unfairly with Plaintiff;

H. Ordering an accounting of all gains, profits, savings, and advantages realized by Defendant from its aforesaid acts of trademark infringement and dilution, false designation of origin, unfair competition, and false advertising and deceptive acts;

I. Awarding such damages as Plaintiff's shall establish in consequence of Defendant's aforesaid acts of trademark infringement and dilution, false designation of origin, unfair competition, and false advertising and deceptive acts, together with appropriate interest thereon, including three times the amount found as actual damages by the trier of fact to properly compensate Plaintiff for their damages, pursuant to 15 U.S.C. § 1117(a);

J. Ordering Defendant to deactivate all web sites and deliver up for destruction any and all promotional materials, advertisements, commercials, and other items in the possession, custody, or control of Defendant which, if sold, displayed, or used, would violate the injunction herein granted;

K. Declaring this an exceptional case pursuant to 15 U.S.C. § 1117 and awarding Plaintiff its reasonable attorneys' fees and costs of suit; and

L. Granting Plaintiff such other and further relief, in law and/or in equity, as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable in accordance with Federal Rule of Civil Procedure 38(b).

Date: October 12, 2020
New York, New York

/s/ James R. Muldoon
James R. Muldoon (No. JRM1985)
Craig M. Spierer (No. CMS6402)
Brendan M. Palfreyman (No. BMP9405)
HARRIS BEACH, PLLC
100 Wall Street
New York, NY 10005
Tel: 212-687-0100
Fax: 212-687-0659

Attorneys for Plaintiff EasyKnock, Inc.

EXHIBIT "A"



DAVIS & GILBERT LLP
ATTORNEYS AT LAW

1740 Broadway
New York, NY 10019

T: 212.468.4800
F: 212.468.4888

www.dglaw.com

Direct Dial: 212.468.4890
Email: mrachman@dglaw.com

September 25, 2020

By FedEx and Email

EasyKnock, Inc.
Attn: Michael Gilman
Head of Legal and Portfolio Management
215 Park Ave South, Suite 1713
New York, NY 10003
hello@easyknock.com

Re: *EasyKnock, Inc. Infringement of Knockaway, Inc.'s KNOCK Mark*

Dear Mr. Gilman:

We represent Knockaway, Inc., operating as Knock ("Knock"), the owner of the service mark KNOCK (the "Knock Mark"), used in connection with the provision of services to consumers designed to assist with the sale and purchase of real estate. We write now to demand that EasyKnock, Inc. ("EasyKnock") immediately cease all use and infringement of the Knock Mark and cease using any and all marks that incorporate the term "Knock" including the name and mark EasyKnock (the "EasyKnock Mark").

Knock offers its services nationwide and has been using the Knock Mark in interstate commerce since as early as September 2016. Since its inception, Knock has consistently assisted home owners in the sale of their home, as well as the purchase of a new home, with a focus on eliminating the uncertainty previously endemic to overlapping sale/purchase home transactions and relieving the homeowner of the illiquidity of their equity in their existing home. Knock has consistently provided consumers peace of mind by assessing the market value of a consumer's home and guaranteeing the sale—or outright purchasing—of the consumer's current home, by helping to prepare and list for sale a consumer's current home, and by providing real estate financing and lending services.

Our client's latest offering, branded Knock Home Swap, continues to provide these services to consumers and is a natural evolution of Knock's previous services that have been offered since 2016. Through this program, Knock provides loans to homeowners for down payments and mortgage payments, as well as for repairs and other preparations for selling, and access to Knock's proprietary home valuation technology and Knock's approved contractor network. Knock offers this program to home owners by partnering with real estate agents and brokerages.

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EasyKnock, Inc.
September 25, 2020
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Knock has been consistently recognized as a market leader for its expertise and services in various media outlets, including *The Wall Street Journal* and *Bloomberg*, among others. As a result of Knock's longstanding use of the Knock Mark and the high quality of its services, the Knock Mark has become widely known throughout the United States, is closely identified with Knock, and represents substantial and valuable goodwill.

We understand that EasyKnock has recently launched an offering that is much like the Knock Home Swap program and Knock's historic Home Trade-In offerings, which EasyKnock markets as "EasyKnock MoveAbility". The EasyKnock MoveAbility program is described on the EasyKnock website as making it "**easier** [for home owners] to purchase their next home" by assisting with the sale of their current home. (Emphasis added). EasyKnock markets its EasyKnock MoveAbility service as an alternative to a bridge loan, a key service that Knock offers. We also understand that, in direct competition with Knock, EasyKnock is partnering with brokerage platforms to offer this service. EasyKnock's new program and recent shift into services designed to assist home owners in the transition from one home to the next puts EasyKnock in direct competition with Knock and its Knock Home Swap service and its previous Home Trade-In services.

As a result of EasyKnock's encroachment into Knock's space, customers are likely to be confused as to the source or affiliation of EasyKnock's offerings, including but not limited to the EasyKnock MoveAbility program. Thus, even if EasyKnock abandoned its EasyKnock MoveAbility service and returned to offering different services in the field of real estate, the recent convergence of services establishes that there would be a continued likelihood of "bridging the gap", thereby making it untenable for EasyKnock to continue operating under its current name without there being an on-going likelihood of confusion concerning any EasyKnock marks or services. This likelihood of confusion is evident because EasyKnock incorporates the Knock Mark in its entirety, and the minimal amount of difference by the use of "Easy" in conjunction with the Knock Mark does not alleviate the confusion caused by the use of "Knock". Indeed, "EasyKnock" is likely to be mistaken as a version of Knock's service that is designed to be "easier" than its other services, not a service that originates from a different company than Knock, especially given that this is how EasyKnock is describing itself. Accordingly, EasyKnock is currently infringing on the Knock Mark without right or justification, and thereby trading on the valuable goodwill Knock has established in its name and in the Knock Mark.

DAVIS & GILBERT LLP

EasyKnock, Inc.
September 25, 2020
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Moreover, we understand that EasyKnock has filed two applications with the United States Patent and Trademark Office (“PTO”), for marks that are confusingly similar to the Knock Mark under serial numbers 87507734 and 87507740, in Classes 9 and 36, respectively (together, the “Infringing Applications”). In both Infringing Applications, the dominant portion of the mark is “Knock”, which is the Knock Mark.

Additionally, your client is using the infringing domain name <easyknock.com> (the “Infringing Domain Name”) for a website promoting its real estate services. On the website there is use of the infringing EasyKnock Mark. We also understand that EasyKnock is promoting or is planning to promote its EasyKnock Movability service on several real estate services platforms, including <Realtor.com> and <Zavvie.com> and others, adding to the likelihood of confusion in the marketplace.

Please be advised that Knock does not consent to EasyKnock’s use of the Knock Mark, which infringes on Knock’s trademark rights. In addition, you should be aware that Knock has applied to register with the PTO its Knock Mark under the serial number 90204063 based on a first use date of July 2016. Our client’s use of the Knock Mark is clearly senior to EasyKnock’s use of the EasyKnock Mark or any date upon which EasyKnock can rely, including its ITU filing date of 6/27/2017.

EasyKnock’s unauthorized use of marks confusingly similar to the Knock Mark constitutes, among other things, trademark infringement, false endorsement and unfair competition of the Knock Mark, under Section 43(a) of the Lanham Act. 15 U.S.C. § 1125. Additional state statutory and common law unfair competition and deceptive practices laws also apply.

We write to you now in an effort to prevent this matter from escalating any further, and prior to the need for Knock to oppose the pending Infringing Applications if their suspensions are lifted and prior to instituting legal action for EasyKnock’s infringing use. This dispute could easily be resolved by EasyKnock expressly abandoning the Infringing Applications and ceasing and desisting from any further use of the EasyKnock Mark or any other confusingly similar marks, including in its domain name.

Accordingly, we hereby demand that EasyKnock agrees to the following: (i) withdraw the Infringing Applications; (ii) refrain from any further use of EasyKnock Mark or other marks confusing similar to the Knock Mark and, (iii) agree to not pursue registration of any other mark containing the term “Knock” or any confusingly similar mark in the connection with the provision of real estate services.

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EasyKnock, Inc.
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We further demand that EasyKnock respond to this letter no later than October 2, 2020. If we do not receive a response, or EasyKnock does not agree to the demands herein regarding its infringing use of the Knock Mark, Knock will take action to protect its rights. If you have any questions, please do not hesitate to contact me.

Nothing contained in, or omitted from, this letter shall be deemed a waiver of any of Knock's rights, all of which are expressly reserved.

Very truly yours,

/s/ Marc J. Rachman

Marc J. Rachman

UNITED STATES DISTRICT COURT

for the

Southern District of New York



EASYKNOCK, INC.,

Plaintiff(s)

v.

KNOCKAWAY INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Knockaway Inc.
55 East 3rd Avenue
San Mateo, CA 94401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James R. Muldoon
Harris Beach PLLC
100 Wall Street
New York, NY 10005

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS
EASYKNOCK, INC.

DEFENDANTS
KNOCKAWAY, INC.

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

James R. Muldoon
Harris Beach, PLLC

100 Wall Street, New York, NY 10005 Tel: 212-687-0100

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Federal Declaratory Judgments Act. 28 U.S.C. Secs. 2201 and 2002, the Lanham Act 15 U.S.C. Sec. 1051

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE?

No ☐ Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

ACTIONS UNDER STATUTES

CONTRACT

[] 110 INSURANCE
[] 120 MARINE
[] 130 MILLER ACT
[] 140 NEGOTIABLE INSTRUMENT
[] 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
[] 151 MEDICARE ACT
[] 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
[] 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS
[] 160 STOCKHOLDERS SUITS
[] 190 OTHER CONTRACT
[] 195 CONTRACT PRODUCT LIABILITY
[] 196 FRANCHISE

PERSONAL INJURY

[] 310 AIRPLANE
[] 315 AIRPLANE PRODUCT LIABILITY
[] 320 ASSAULT, LIBEL & SLANDER
[] 330 FEDERAL EMPLOYERS' LIABILITY
[] 340 MARINE
[] 345 MARINE PRODUCT LIABILITY
[] 350 MOTOR VEHICLE
[] 355 MOTOR VEHICLE PRODUCT LIABILITY
[] 360 OTHER PERSONAL INJURY
[] 362 PERSONAL INJURY - MED MALPRACTICE

ACTIONS UNDER STATUTES

CIVIL RIGHTS

[] 440 OTHER CIVIL RIGHTS (Non-Prisoner)
[] 441 VOTING
[] 442 EMPLOYMENT
[] 443 HOUSING/
[] 445 AMERICANS WITH DISABILITIES - EMPLOYMENT
[] 446 AMERICANS WITH DISABILITIES - OTHER
[] 448 EDUCATION

PERSONAL INJURY

[] 367 HEALTHCARE/
PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY
[] 365 PERSONAL INJURY PRODUCT LIABILITY
[] 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY

[] 370 OTHER FRAUD
[] 371 TRUTH IN LENDING

[] 380 OTHER PERSONAL PROPERTY DAMAGE
[] 385 PROPERTY DAMAGE PRODUCT LIABILITY

PRISONER PETITIONS

[] 463 ALIEN DETAINEE
[] 510 MOTIONS TO VACATE SENTENCE
[] 530 HABEAS CORPUS
[] 535 DEATH PENALTY
[] 540 MANDAMUS & OTHER

PRISONER CIVIL RIGHTS

[] 550 CIVIL RIGHTS
[] 555 PRISON CONDITION
[] 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

FORFEITURE/PENALTY

[] 625 DRUG RELATED SEIZURE OF PROPERTY
21 USC 881
[] 690 OTHER

PROPERTY RIGHTS

[] 820 COPYRIGHTS
[] 830 PATENT
[] 835 PATENT-ABBREVIATED NEW DRUG APPLICATION
[x] 840 TRADEMARK

LABOR

[] 710 FAIR LABOR STANDARDS ACT
[] 720 LABOR/MGMT RELATIONS
[] 740 RAILWAY LABOR ACT
[] 751 FAMILY MEDICAL LEAVE ACT (FMLA)
[] 790 OTHER LABOR LITIGATION
[] 791 EMPL RET INC SECURITY ACT (ERISA)

IMMIGRATION

[] 462 NATURALIZATION APPLICATION
[] 465 OTHER IMMIGRATION ACTIONS

BANKRUPTCY

[] 422 APPEAL
28 USC 158
[] 423 WITHDRAWAL
28 USC 157

SOCIAL SECURITY

[] 861 HIA (1395ff)
[] 862 BLACK LUNG (923)
[] 863 DIWC/DIWW (405(g))
[] 864 SSID TITLE XVI
[] 865 RSI (405(g))

FEDERAL TAX SUITS

[] 870 TAXES (U.S. Plaintiff or Defendant)
[] 871 IRS-THIRD PARTY
26 USC 7609

OTHER STATUTES

[] 375 FALSE CLAIMS
[] 376 QUI TAM
[] 400 STATE REAPPORTIONMENT
[] 410 ANTITRUST
[] 430 BANKS & BANKING
[] 450 COMMERCE
[] 460 DEPORTATION
[] 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
[] 480 CONSUMER CREDIT
[] 485 TELEPHONE CONSUMER PROTECTION ACT
[] 490 CABLE/SATELLITE TV
[] 850 SECURITIES/COMMODITIES/EXCHANGE
[] 890 OTHER STATUTORY ACTIONS
[] 891 AGRICULTURAL ACTS
[] 893 ENVIRONMENTAL MATTERS
[] 895 FREEDOM OF INFORMATION ACT
[] 896 ARBITRATION
[] 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
[] 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y. AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN *x* IN ONE BOX ONLY)**ORIGIN**

- ☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation (Transferred)
 ☐ 7 Appeal to District Judge from Magistrate Judge
 ☐ 8 Multidistrict Litigation (Direct File)
- ☐ a. all parties represented
☐ b. At least one party is pro se.

(PLACE AN *x* IN ONE BOX ONLY)**BASIS OF JURISDICTION****IF DIVERSITY, INDICATE CITIZENSHIP BELOW.**

- ☐ 1 U.S. PLAINTIFF
 ☐ 2 U.S. DEFENDANT
 ☒ 3 FEDERAL QUESTION
 ☐ 4 DIVERSITY
 (U.S. NOT A PARTY)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF DEF [] 1 [] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [] 3 [] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [] 5 [] 5
CITIZEN OF ANOTHER STATE	[] 2 [] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4 [] 4	FOREIGN NATION	[] 6 [] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

EasyKnock, Inc.
 605 Park Avenue
 New York, NY 10065

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Knockaway Inc.
 55 East 3rd Avenue
 San Mateo, CA 94401

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

COURTHOUSE ASSIGNMENT

I hereby certify that this case should be assigned to the courthouse indicated below pursuant to Local Rule for Division of Business 18, 20 or 21.

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN

DATE 10/12/2020 /s/ James R. Muldoon

SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO

☒ YES (DATE ADMITTED Mo. April Yr. 2000)

Attorney Bar Code #

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

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