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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 **CV 09 5494**

12 ADURA TECHNOLOGIES, INC.,
13 a California corporation,

14 Plaintiff,

15 v.

16 ADURA SYSTEMS, INC. ,
a Delaware corporation,

17 Defendant.

CASE NO.

**COMPLAINT FOR FEDERAL
TRADEMARK INFRINGEMENT,
FALSE DESIGNATION OF ORIGIN,
AND DILUTION; UNFAIR
COMPETITION IN VIOLATION OF
CALIFORNIA BUSINESS AND
PROFESSIONS CODE SECTION
17200; FALSE ADVERTISING IN
VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE
SECTIONS 17500 AND 17535; AND
COMMON LAW TRADEMARK
INFRINGEMENT**

JURY TRIAL DEMANDED

21
22 Plaintiff Adura Technologies, Inc. ("Adura Technologies") alleges as follows against
23 Defendant Adura Systems, Inc. ("Adura Systems"):

24 **NATURE OF THE ACTION**

25
26 1. This is an action for trademark infringement, trademark dilution, and unfair competition in
27 violation of the Lanham Act (15 U.S.C. § 1501 *et seq.*), false advertising and unfair competition in
28 violation of the California Business and Professions Code, and common law trademark

1 infringement. This action is brought by Plaintiff Adura Technologies in response to Defendant
2 Adura Systems' election to adopt and use ADURA as a brand name, trade name, and indicia as to
3 the origin and quality of goods and services. Defendant Adura Systems' adoption and use of
4 ADURA as a brand name, trade name, and indicia as to the origin and quality of goods and services
5 violates Plaintiff Adura Technologies' federally established rights in ADURA as a registered
6 trademark under the Lanham Act as well as those established under the common law.

7 2. If Defendant Adura Systems is not enjoined from the ongoing infringement of Plaintiff
8 Adura Technologies' federal, state, and common law trademark rights, Plaintiff Adura
9 Technologies will continue to—as it already has—suffer damage and irreparable harm as to the
10 ADURA name. Plaintiff Adura Technologies also seeks to recover monetary damages stemming
11 from Defendant Adura Systems' unlawful conduct as it pertains to the ongoing infringement of
12 Plaintiff Adura Technologies' rights in the ADURA mark.

13
14 **JURISDICTION**

15 3. The Court has original jurisdiction over this matter pursuant to 15 U.S.C. § 1121 as this
16 action is an infringement action arising under the Lanham Act (15 U.S.C. § 1051 *et seq.*). The
17 Court consequently has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(b). The Court also has
18 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

19
20 **VENUE**

21 4. Venue in the Northern District of California is proper under 28 U.S.C. §§ 1391(b) and (c)
22 because Defendant Adura Systems conducts business in this District and certain of the infringing
23 activities of Defendant Adura systems take place in this District. Defendant Adura Systems furthers
24 maintains its headquarters and principal place of business within this District.

INTRA-DISTRICT ASSIGNMENT

1
2
3 5. For the purposes of Civil L.R. 3-2(c), this action is an Intellectual Property Action and may
4 be assigned to the San Francisco, San Jose, or Oakland Division.

5
6 **PARTIES**

7 ***Plaintiff Adura Technologies***

8 6. Plaintiff Adura Technologies is a California corporation that has its principal place of
9 business at 101 Second Street, Suite 575, San Francisco, California 94105. Adura Technologies
10 provides clean energy technology that applies low-power wireless mesh networking technology to
11 building automation. Adura Technologies provides cost effective lighting solutions for retrofit of
12 commercial buildings so that building owners, tenants, and facility managers can implement energy
13 efficiency and load curtailment strategies that reduce their operating costs and carbon footprint.

14 7. Among the solutions offered by Adura Technologies is the ADURA® LightPoint System.
15 The ADURA® LightPoint System is a control platform that provides unprecedented management
16 over commercial building lighting. The ADURA® LightPoint System can control one or more
17 ballasts or other lighting loads to provide granular lighting control through the use of field devices
18 such as switches, motion sensors, and light sensors. The ADURA® LightPoint System further
19 utilizes enterprise web software to provide flexible scheduling, daylight harvesting, occupancy
20 control, personal control, and load shedding. The ADURA® LightPoint System further integrates
21 an enterprise database that tracks and monitors energy use, carbon footprint, and peak load to show
22 when and where energy is being used and to provide predictive maintenance information including
23 reporting on failed lamps and ballasts.

24 8. Adura Technologies sells the ADURA® LightPoint System in interstate commerce and
25 under the ADURA name. Adura Technologies makes other products and services available in
26 interstate commerce under the AUDRA trademark. Adura Technologies further uses the ADURA
27 trademark in the context of its trade name—Adura Technologies.
28

1 9. Adura Technologies applied for the ADURA trademark with the United States Patent and
2 Trademark Office on February 29, 2008. A Certificate of Registration subsequently issued on July
3 14, 2009, in class 9 encompassing electrical and scientific apparatus including those for “regulating
4 or controlling electricity” and class 42 encompassing scientific and technological services,
5 including the “design and development of computer hardware and software.” A true and correct
6 copy of the ADURA registration— registration number 3,655,507— is attached hereto as Exhibit
7 A. Adura Technologies’ registration in the ADURA mark is valid, subsisting, un-cancelled, and
8 unrevoked.

9 10. Clean energy technology providers like Adura Technologies are being relied upon and will
10 continue to be relied upon to spur the nation’s transition to a smarter, stronger, and more efficient
11 and reliable electric system through promotion of energy-saving choices and increased efficiency.
12 The United States government recently announced \$3.4 billion in grant awards as a part of the
13 American Reinvestment and Recovery Act that will be matched by industry funding for a total
14 public-private investment of more than \$8 billion. Projects awarded as a part of the grant will
15 create tens of thousands of jobs and foster a stronger and more reliable energy grid.

16 11. Adura Technologies has already benefitted from significant investments by the venture
17 capital community, including a \$5 million Series A investment in October 2008. The October 2008
18 Series A investment was co-led by VantagePoint Venture Partner and Claremont Creek Ventures of
19 San Bruno and Oakland, California, respectively. VantagePoint Ventures is a leading investor in
20 clean energy technology. Claremont Creek is similarly recognized leader in the investment
21 community with respect to energy efficiency.

22 12. Plaintiff Adura Technologies’ clean energy technology has been adopted by Cypress
23 EnviroSystems, a division of Cypress Semiconductor. Cypress EnviroSystems uses Adura
24 Technologies’ clean energy technology to reduce building power consumption by 30 to 50 percent.

25 13. Adura Technologies’ clean energy technology has likewise been integrated with ZigBee
26 mesh infrastructure for lighting control and is being deployed in large open spaces in
27 manufacturing, warehousing, and parking garages thereby saving customers thousands of dollars per
28 year in energy consumption costs.

1 14. The ability of Adura Technologies' clean energy technology to reduce energy consumption
2 costs by up to fifty percent has been recognized by numerous publications and news sources
3 covering a wide array of readership such as the Business Wire, the Cloud Computing Journal, PR-
4 Inside.com, TD Ameritrade, Technology Marketing Corporation, Automated Buildings.com, and
5 WSN Buzz. Accolades as to Adura Technologies' clean energy technology have also been reported
6 in publications and news sources such as iStock Analyst, Electric Energy Online, BNet,
7 FreshNews.com, California Clean Tech Open, MarketWatch.com, Earth Times, the Boston Globe,
8 Yahoo! Finance, Solid State Technology, SOA Magazine, and ZDNET.

9 15. A study commissioned by the Emerging Technologies Program at Pacific Gas & Electric
10 also found that Adura Technologies' clean energy technology could cut the power consumed by
11 lighting by fifty percent or greater. The results of the Emerging Technologies Program study were
12 published by Greentech Media, Inc., which has also listed Adura Technologies as one of the top
13 Green Software companies of 2009. Greentech Media also identified Adura Technologies as one of
14 the Top 10 most likely acquisitions in Green Technology for 2009. *Buildings*, a publication of
15 Stamats Business Media, identified Adura Technologies' clean energy technology products as one
16 of the Top 100 products of 2009.

17 16. Adura Technologies continuously and extensively promotes, offers, and sells its goods and
18 services in interstate commerce, including in conjunction with the ADURA trademark. Adura
19 Technologies uses the ADURA mark in connection with its clean / green technology goods and
20 services, including but not limited to the ADURA® LightPoint System. Adura Technologies uses
21 the ADURA mark in connection with its clean / green technology goods and services to distinguish
22 such goods and services from those offered by other companies, including products and services in
23 the green technology and clean technology industry.

24 17. Adura Technologies displays the ADURA mark on goods and in connection with services
25 throughout the United States, including within the State of California. Adura Technologies further
26 promotes the ADURA brand and trade name throughout the United States, including within the
27 State of California. Adura Technologies plans to continue to grow and expand its offerings,
28 including new goods and services, under the ADURA mark. As a result of these efforts, the

1 ADURA mark has become synonymous with clean technology and green technology products and
2 services. More specifically, and as a result of these efforts, the ADURA mark has become
3 synonymous with the green and clean technology goods and services of Adura Technologies.

4
5 *Defendant Adura Systems*
6

7 18. Defendant Adura Systems is a Delaware corporation that has its principal place of business
8 at 1530 O'Brien Drive, Suite C, Menlo Park, California 94025. Defendant Adura Systems purports
9 to have developed a suite of power train technologies for series hybrid, all electric, and fuel cell
10 vehicles. Notwithstanding the fact that Plaintiff Adura Technologies' holds a federal trademark
11 registration for the ADURA mark and has acquired other common law rights, Defendant Adura
12 Systems promotes this purported suite of technologies under the brand name of ADURA.
13 Notwithstanding the fact that Plaintiff Adura Technologies' holds a federal trademark registration
14 for the ADURA mark and has acquired other common law rights, Defendant Adura Systems has
15 alleged that "Adura is a registered trademark of Adura Systems, Inc."

16 19. Defendant Adura Systems—as a part of its purported suite of power train technologies—
17 promotes a control module that allegedly "features power management electronics and system
18 control software that ensures high reliability, overall system efficiency, serviceability and fault
19 tolerance." Defendant Adura Systems—as a part of its purported suite of power train
20 technologies—further promotes a system referred to as mStor that allegedly supports a number of
21 energy storage modules and that can be adjusted "to meet users' varying electric-mode
22 requirements." Defendant Adura Systems promotes these so-called technologies in an alleged effort
23 to offer reduced acquisition and operational costs with near zero emissions and increased reliability
24 and robust power.

25 20. Defendant Adura Systems promotes these and other purported technologies as clean
26 technologies. Defendant Adura Systems promotes these and other purported technologies as being
27 a part of the clean technology industry. Defendant Adura Systems has promoted itself as "a leading
28 clean technology company" and a "clean technology leader." Defendant Adura Systems has gone

1 so far as to identify itself as “the leading Clean Technology IP company.” Defendant Adura
2 Systems further promotes its corporate leadership and management as including leaders and in the
3 clean tech industry. Defendant Adura Systems has publically stated, with respect to “the new
4 Obama administration’s \$150 billion energy initiative to invest in cleantech,” that “Obama should .
5 . . . work hand-in-hand to support new investment in new technologies . . . whether it’s Adura or
6 other companies. There’s a huge marketplace across the world. There needs to be companies like
7 Adura tackling these problems and moving forward.”

8 21. Defendant Adura Systems has sought financial support from the venture capital community.
9 Defendant Adura Systems has secured financing from New Frontier Renewable Energy LLC.
10 Plaintiff Adura Technologies is informed, believes, and thereon alleges that New Frontier
11 Renewable Energy styles itself a clean technology fund focused on developing alternative energy
12 companies.

13 14 **Defendant Adura Systems’ Unlawful Conduct**

15
16 22. Defendant Adura Systems’ adoption and use of ADURA as a brand name, trade name, and
17 indicia as to the origin and quality of goods and services violates Plaintiff Adura Technologies’
18 federally established rights in ADURA as a registered trademark under the Lanham Act as well as
19 those established under the common law.

20 23. The use of the ADURA mark by Defendant Adura Systems as a part of the Adura Systems
21 brand and trade name is identical to that of Plaintiff Adura Technologies. Plaintiff Adura
22 Technologies is informed, believes, and thereon alleges that ADURA is the most distinctive and
23 memorable portion of both Plaintiff Adura Technologies’ and Defendant Adura Systems’ trade
24 name. Plaintiff Adura Technologies is informed, believes, and thereon alleges that the addition of
25 the terms ‘Technologies’—in the case of Plaintiff Adura Technologies—and ‘Systems’—in the case
26 of Defendant Adura Systems—does not differentiate between the otherwise overwhelming
27 similarity of the ADURA mark as otherwise presented in the trade name of each of Plaintiff Adura
28 Technologies and Defendant Adura Systems.

1 24. Defendant Adura Systems also regularly refers to itself as only ‘Adura’ with no further
2 distinction or qualifications. In such instances, Defendant Adura Systems’ self-reference causes its
3 name to be identical to that of Plaintiff Adura Technologies’ registered mark—ADURA.

4 25. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Plaintiff Adura
5 Technologies and Defendant Adura Systems both operate in the green technology and clean
6 technology industry and associated marketplace, which include energy efficient products and
7 products that otherwise reduce energy consumption. Plaintiff Adura Technologies is informed,
8 believes, and thereon alleges that Plaintiff Adura Technologies and Defendant Adura Systems both
9 use the ADURA mark in connection with a software component for energy conservation. Plaintiff
10 Adura Technologies is informed, believes, and thereon alleges that Plaintiff Adura Technologies
11 and Defendant Adura Systems both seek to take advantage of government and private grants and
12 funding that are awarded to clean technology and green technology companies. Plaintiff Adura
13 Technologies is informed, believes, and thereon alleges that Plaintiff Adura Technologies and
14 Defendant Adura Systems both seek venture capital funding investment from entities that specialize
15 in green technology and clean technology companies.

16 26. Plaintiff Adura Technologies is informed, believes, and thereon alleges that the mark
17 ADURA is derived from the Latin to ‘ignite’ or ‘enflame.’ Plaintiff Adura Technologies is
18 informed, believes, and thereon alleges that the ADURA mark a strong and suggestive mark.

19 27. Defendant Adura Systems’ adoption and use of the ADURA mark has caused confusion, has
20 the potential to cause confusion, and continues to cause confusion.

21 28. Plaintiff Adura Technologies and Defendant Adura Systems both maintain an online
22 presence via the World Wide Web. Plaintiff Adura Technologies maintains its World Wide Web
23 presence at the domain ‘aduratech.com.’ Defendant Adura Systems maintains its World Wide Web
24 presence at the domain ‘adurasystems.com.’

25 29. Plaintiff Adura Technologies is informed, believes, and thereon alleges that individuals
26 seeking information about Plaintiff Adura Technologies may experience confusion as to the
27 affiliation of Plaintiff Adura Technologies with the domain of Defendant Adura Systems because
28 Defendant Adura Systems uses the federally registered trademark of the Plaintiff—ADURA—in its

1 domain. Plaintiff Adura Technologies is informed, believes, and thereon alleges that individuals
2 seeking information about Plaintiff Adura Technologies may experience confusion as to the
3 affiliation of Plaintiff Adura Technologies with the web site hosted at the domain
4 ‘adurasytems.com’ because the web site located at ‘adurasytems.com’ provides no disclaimer as
5 to the lack of affiliation between Defendant Adura Systems and Plaintiff Adura Technologies.
6 Plaintiff Adura Technologies is informed, believes, and thereon alleges that individuals seeking
7 information about Plaintiff Adura Technologies may experience confusion as to the affiliation of
8 Plaintiff Adura Technologies with the web site hosted at the domain ‘adurasytems.com’ because
9 the web site located at ‘adurasytems.com’ prominently utilizes the federally registered mark
10 ADURA that is registered to Plaintiff Adura Technologies on that web site.

11 30. Plaintiff Adura Technologies is informed, believes, and thereon alleges that individuals
12 searching for information concerning Adura Technologies may experience initial interest confusion
13 as to the affiliation of Defendant Adura Systems with Plaintiff Adura Technologies when utilizing
14 commercially available search engines. Plaintiff Adura Technologies is informed, believes, and
15 thereon alleges that this confusion readily results from Defendant Adura Systems use of Plaintiff
16 Adura Technologies’ federally registered mark ADURA in content on the website hosted at
17 ‘adurasytems.com’ in addition to submitting the term ‘adura’ to commercially available search
18 engines to facilitate identification of content on the World Wide Web and responsive to queries
19 including that term.

20 31. Using a commercially available search engine such as Bing.com from Microsoft
21 Corporation, a search for ‘adura systems’ produces a true and correct copy of the search results
22 attached hereto as Exhibit B. The first search result for ‘adura systems’ prominently reveals the
23 federally registered trademark of Plaintiff Adura Technologies—ADURA. The second and third
24 search results for ‘adura systems’ are websites associated with Plaintiff Adura Technologies—not
25 Defendant Adura Systems.

26 32. Using a commercially available search engine such as Bing.com from Microsoft
27 Corporation, a search for “adura green technology” produces a true and correct copy of the search
28 results attached hereto as Exhibit C. The first and second search results for ‘adura green

1 technology' are for Defendant Adura Systems notwithstanding the fact that Plaintiff Adura
2 Technologies holds a federal trademark registration in the ADURA mark.

3 33. Using a commercially available search engine such as Google.com from Google Inc., a
4 search for 'adura systems' produces a true and correct copy of the search results attached hereto as
5 Exhibit D. The first search result for 'adura systems' prominently reveals the federally registered
6 trademark of Plaintiff Adura Technologies—ADURA.

7 34. Using a commercially available search engine such as Google.com from Google Inc., a
8 search for "adura systems" in the 'news' category produces a true and correct copy of the search
9 results attached hereto as Exhibit E. All of the search results under the news header and for "adura
10 systems" pertain to Plaintiff Adura Technologies.

11 35. Plaintiff Adura Technologies is informed, believes, and thereon alleges that because of
12 Defendant Adura Systems having adopted the ADURA mark, which is a federally registered
13 trademark of Plaintiff Adura Technologies, a search for information related to Adura Technologies
14 may result in delivery of information related to Defendant Adura Systems. Plaintiff Adura
15 Technologies is informed, believes, and thereon alleges that because of Defendant Adura Systems
16 having adopted the ADURA mark, which is a federally registered trademark of Plaintiff Adura
17 Technologies, a search for information related to Adura Systems may result in delivery of
18 information related to Plaintiff Adura Technologies. Plaintiff Adura Technologies is informed,
19 believes, and thereon alleges that because of Defendant Adura Systems having adopted the ADURA
20 mark, which is a federally registered trademark of Plaintiff Adura Technologies, a search for
21 information related to Adura and green technology may result in delivery of information related to
22 Defendant Adura Systems.

23 36. Throughout the course of 2008, Plaintiff Adura Technologies received multiple queries from
24 third-parties inquiring as to whether there was any affiliation between Plaintiff Adura Technologies
25 and Defendant Adura Systems notwithstanding the fact that Defendant Adura Systems had no
26 product on the market. Plaintiff Adura Technologies and Defendant Adura Systems were not then
27 nor are they today affiliated with one another. Plaintiff Adura Technologies is informed, believes,
28 and thereon alleges that third-parties experienced confusion as to the existence of such an affiliation

1 between Plaintiff Adura Technologies and Defendant Adura Systems because Defendant Adura
2 Systems has adopted and used the ADURA mark notwithstanding the fact that Plaintiff Adura
3 Technologies holds a federal registration in ADURA.

4 37. Plaintiff Adura Technologies has continuously and extensively promoted its goods and
5 services in interstate commerce under the ADURA mark, including within the State of California.
6 Plaintiff Adura Technologies is informed, believes, and thereon alleges that third-parties
7 experienced confusion as to the existence of an affiliation between Plaintiff Adura Technologies
8 and Defendant Adura Systems because Plaintiff Adura Technologies has continuously and
9 extensively promoted the ADURA brand throughout the United States, including within the State of
10 California, and that the ADURA mark has become synonymous with clean technology and green
11 technology products and services.

12 38. Beginning in April 2009, Plaintiff Adura Technologies again received multiple queries from
13 third-parties inquiring as to the affiliation between Plaintiff Adura Technologies and Defendant
14 Adura Systems following Defendant Adura Systems' announcement that it was bringing a product
15 to market. Plaintiff Adura Technologies and Defendant Adura Systems were not then nor are they
16 today affiliated with one another. Plaintiff Adura Technologies is informed, believes, and thereon
17 alleges that third-parties experienced confusion as to the existence of such an affiliation between
18 Plaintiff Adura Technologies and Defendant Adura Systems because Defendant Adura Systems had
19 adopted and used the ADURA mark in conjunction with its bringing a product to market
20 notwithstanding the fact that Plaintiff Adura Technologies holds a federal registration in ADURA.

21 39. Plaintiff Adura Technologies has continuously and extensively promoted its goods and
22 services in interstate commerce under the ADURA mark, including within the State of California.
23 Plaintiff Adura Technologies is informed, believes, and thereon alleges that third-parties again
24 experienced confusion as to the existence of an affiliation between Plaintiff Adura Technologies
25 and Defendant Adura Systems, especially in the context of Defendant Adura Systems bring a
26 product to market, because Plaintiff Adura Technologies has continuously and extensively
27 promoted the ADURA brand throughout the United States, including within the State of California.

28

1 and that the ADURA mark has become synonymous with clean technology and green technology
2 products and services.

3 40. In September 2009, the Cleantech Group LLC, in conjunction with the Guardian News and
4 Media Limited, published its *Global Cleantech 100*, which is a list of the most promising clean
5 technology companies in the world. Plaintiff Adura Technologies, despite having a product on the
6 market since 2008, was not included on the *Global Cleantech 100*. Defendant Adura Systems,
7 which only had its product on the market since April 2009, was included on the *Global Cleantech*
8 *100*.

9 41. Plaintiff Adura Technologies is informed, believes, and thereon alleges, that the Cleantech
10 Group accelerates the development and market adoption of clean technologies globally. Plaintiff
11 Adura Technologies is informed, believes, and thereon alleges, that the Cleantech Group's
12 worldwide network of investors, entrepreneurs, enterprises, service providers and others represents
13 trillions of dollars in assets and receives access to capital, investment deal flow, networking, market
14 leading research and data, sales leads and promotional opportunities. Plaintiff Adura Technologies
15 is informed, believes, and thereon alleges, that the Cleantech Group also provides advisory services
16 for large corporations and governments, publishes leading cleantech sector industry news coverage
17 and produces the premier Cleantech Forum® events worldwide.

18 42. Plaintiff Adura Technologies is informed, believes, and thereon alleges that those
19 individuals tasked with identifying companies to be included on the *Global Cleantech 100* were
20 confused as to an affiliation by and between Plaintiff Adura Technologies and Defendant Adura
21 Systems due to Defendant Adura Systems having adopted the ADURA mark notwithstanding the
22 fact that Plaintiff Adura Technologies holds a federal registration for the same. Plaintiff Adura
23 Technologies is informed, believes, and thereon alleges that those individuals tasked with
24 identifying companies to be included on the *Global Cleantech 100* were confused that Plaintiff
25 Adura Technologies and Defendant Adura Systems were the same company due to the fact that
26 Defendant Adura Systems has adopted the ADURA mark notwithstanding the fact that Plaintiff
27 Adura Technologies holds a federal registration for the same.

28

1 43. Plaintiff Adura Technologies and Defendant Adura Systems have both sought and obtained
2 press coverage from publications in the green technology and clean technology industry.
3 Notwithstanding the fact that Plaintiff Adura Technologies' holds a federal trademark registration
4 for the ADURA mark and has acquired other common law rights, Defendant Adura Systems
5 promotes the writings and statements of third-parties that refer to Defendant Adura Systems as
6 Adura. Individuals that have made such statements that refer to Defendant Adura Systems as Adura
7 include Mark C. Boyadjis of iSuppli Corporation, John F. Monk of Autopolis-USA, and Kevin Mak
8 of Strategy Analytics. Notwithstanding the fact that Plaintiff Adura Technologies' holds a federal
9 trademark registration for the ADURA mark and has acquired other common law rights, Defendant
10 Adura Systems promotes third-party publication that refer to Adura Systems as Adura, including
11 PowerPulse.net, The Business Insider, Good Clean Tech, CNN Money, earth2tech, EE Times.com,
12 the San Francisco Chronicle, Green Tech Media, and the IEEE Spectrum.

13 44. All of the foregoing acts by Defendant Adura Systems with respect to the ADURA mark
14 have occurred without permission or authority of Plaintiff Adura Technologies. The foregoing acts
15 by Defendant Adura Systems have caused, are causing, and will continue to cause confusion,
16 mistake, or deception with respect to the source or quality of goods and services offered in the
17 context of the ADURA mark.

18 45. The foregoing acts by Defendant Adura Systems with respect to the ADURA mark have
19 been made notwithstanding Plaintiff Adura Technologies' well known and prior established rights
20 in the ADURA mark. These well known and prior established rights include constructive notice of
21 Plaintiff Adura Technologies' federal registration rights under 15 U.S.C. § 1702.

22 46. These well known and prior established rights further include actual notice of Plaintiff
23 Adura Technologies' federal rights in the ADURA mark. On August 29, 2008, Plaintiff Adura
24 Technologies' counsel informed Defendant Adura Systems that Adura Technologies had "taken
25 steps to secure the exclusive rights to use the ADURA trademark." Plaintiff Adura Technologies'
26 counsel further noted that notwithstanding the fact that Defendant Adura Systems had not yet
27 commercially launched its power drive product that Defendant Adura Technologies had already
28 "received multiple inquiries from both vendors and investors wondering whether there is any

1 affiliation with or relationship between Adura Technologies and Adura Systems.” Counsel for
2 Plaintiff for Adura Technologies “strongly urge[d]” Adura Systems to consider a name change
3 “before investing any further time and energy on a trademark and trade name likely to generate
4 confusion with Adura Technologies.”

5 47. The Chief Executive Officer for Adura Systems—Marvin Bush—contacted counsel for
6 Adura Technologies on September 2, 2008, and questioned the significance of the confusion
7 generated by Defendant Adura Systems’ name selection. Counsel for Plaintiff Adura Technologies
8 (by letter dated September 3, 2008) again urged Defendant Adura Systems to “consider a voluntary
9 name change before make a significant investment in the Adura Systems trade name and ADURA
10 mark.”

11 48. In an email exchange with Defendant Adura Systems’ counsel on June 10, 2009, counsel for
12 Plaintiff Adura Technologies noted that Defendant Adura Systems was “receiving increased media
13 exposure and attention” and that “[o]ne online publication even caution[ed] readers not to confuse
14 the two companies.” No further response was received from Defendant Adura Systems. Defendant
15 Adura Systems continues to use the ADURA mark and shows no intention of changing their
16 behavior with respect to the same.

17
18 **FIRST CAUSE OF ACTION FOR FEDERAL TRADEMARK INFRINGEMENT**

19 **(35 U.S.C. § 1114(a))**
20

21 49. Plaintiff Adura Technologies incorporates by reference each and every allegation in the
22 preceding paragraphs.

23 50. Plaintiff Adura Technologies owns registered trademark number 3,655,507 for ADURA.

24 51. Plaintiff Adura Technologies has never consented to Defendant Adura Systems’ use of the
25 ADURA mark.

26 52. Defendant Adura Systems has at all relevant times had either actual notice and knowledge or
27 constructive notice of Plaintiff Adura Technologies’ ownership and rights in the ADURA mark and
28 subsequent registration.

1 53. Defendant Adura Systems' unauthorized use of Plaintiff Adura Technologies' ADURA
2 mark has caused confusion, deception, and mistake amongst consumers, vendors, and investors as
3 to the origin, sponsorship, or approval of certain goods and services bearing the ADURA mark or
4 sold under the ADURA name.

5 54. Defendant Adura Systems' unauthorized use of Plaintiff Adura Technologies' ADURA
6 mark will continue to cause or is likely to cause confusion, deception, and mistake amongst
7 consumers, vendors, and investors as to the origin, sponsorship, or approval of certain goods and
8 services bearing the ADURA mark or sold under the ADURA name.

9 55. Defendant Adura Systems' unauthorized use of Plaintiff Adura Technologies' ADURA
10 mark has caused confusion or mistake as to any affiliation, connection, or association between
11 Plaintiff Adura Technologies and Defendant Adura Systems.

12 56. Defendant Adura Systems' unauthorized use of Plaintiff Adura Technologies' ADURA
13 mark will continue to cause or is likely to cause confusion or mistake as to any affiliation,
14 connection, or association between Plaintiff Adura Technologies and Defendant Adura Systems.

15 57. Defendant Adura Systems' actions constitute a violation of 15 U.S.C. § 1114(a).

16 58. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
17 Adura Systems' actions have been and continue to be intentional, willful, and without regard for
18 Plaintiff Adura Technologies' federally recognized trademark rights.

19 59. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
20 Adura Systems has gained profits by virtue of its infringement of Plaintiff Adura Technologies'
21 federally recognized trademark rights.

22 60. Plaintiff Adura Technologies has also sustained damages as a direct and proximate result of
23 Defendant Adura Systems' infringement of Plaintiff Adura Technologies' federally recognized
24 trademark rights in an amount to be proven at trial.

25 61. Plaintiff Adura Technologies is likely to suffer irreparable harm from Defendant Adura
26 Systems' infringement of Plaintiff Adura Technologies' federally recognized trademark rights
27 insofar as Plaintiff Adura Technologies' invaluable goodwill is being eroded by Defendant Adura
28 Systems' continuing infringement. Plaintiff Adura Technologies lacks an adequate remedy at law

1 to compensate it for the loss of business reputation, customers, market position, confusion of
2 potential customers and investors, and goodwill flowing from Defendant Adura Systems' infringing
3 activities.

4 62. Pursuant to 15 U.S.C. § 1116, Plaintiff Adura Technologies is entitled to an injunction
5 against Defendant Adura Systems' continuing infringement of Plaintiff Adura Technologies'
6 federally recognized trademark rights. Unless enjoined, Defendant Adura Systems will continue its
7 infringing conduct.

8 63. Because Defendant Adura Systems' actions have been committed with intent to damage
9 Plaintiff Adura Technologies and to confuse and deceive the public, Plaintiff Adura Technologies is
10 entitled to treble its actual damages or Defendant Adura Systems' profits, whichever is greater, and
11 to an award of costs and, this being an exceptional case, reasonable attorneys' fees pursuant to 15
12 U.S.C. § 1117(a) and 1117(b). Alternatively, Plaintiff Adura Technologies is entitled to the
13 maximum statutory damages allowed under 15 U.S.C. § 1117(c). Plaintiff Adura Technologies will
14 make its election at the appropriate time before final judgment.

15
16 **SECOND CAUSE OF ACTION FOR FALSE DESIGNATION OF ORIGIN**

17 **(15 U.S.C. § 1125(a))**
18

19 64. Plaintiff Adura Technologies incorporated by reference each and every allegation in the
20 preceding paragraphs.

21 65. Plaintiff Adura Technologies owns registered trademark number 3,655,507 for ADURA.

22 66. Plaintiff Adura Technologies has never consented to Defendant Adura Systems' use of the
23 ADURA mark.

24 67. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
25 Adura Systems chose the name ADURA to cause confusion or mistake or to deceive the public as
26 to the origin, sponsorship, association or approval of the goods of the Defendant and/or to falsely
27 imply an association with Plaintiff Adura Technologies. Defendant Adura Systems' unauthorized
28 use of the ADURA mark is likely, if not certain, to cause confusion or to deceive customers as to

1 the affiliation, connection, or association of Plaintiff Adura Technologies with Defendant Adura
2 Systems.

3 68. Defendant Adura Systems' unauthorized use of Plaintiff Adura Technologies' ADURA
4 mark also facilitates the acceptance of Defendant Adura Systems' goods and service not based on
5 the quality of the goods and services provided by Defendant Adura Systems, but on the association
6 that the public is likely to make with Plaintiff Adura Technologies' reputation for outstanding
7 quality and goodwill associated with its goods and services.

8 69. Defendant Adura Systems' conduct deprives Plaintiff Adura Technologies of the ability to
9 control the quality of the goods and services marketed under the ADURA name. Defendant Adura
10 Systems' conduct places Plaintiff Adura Technologies' valuable reputation and goodwill into the
11 hands of Defendant Adura Systems, over which Plaintiff Adura Technologies has no control.

12 70. Defendant Adura Systems' actions constitute a violation of 15 U.S.C. § 1125(a).

13 71. Plaintiff Adura Technologies is informed, believes, and thereon alleges, that Defendant
14 Adura Systems' infringement of Plaintiff Adura Technologies' federally recognized rights in the
15 ADURA mark has been and continues to be intentional, willful, and without regard to Plaintiff
16 Adura Technologies' federally recognized trademark rights.

17 72. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
18 Adura Systems has gained profits by virtue of its infringement of Plaintiff Adura Technologies'
19 federally recognized trademark rights.

20 73. Plaintiff Adura Technologies has also sustained damages as a direct and proximate result of
21 Defendant Adura Systems' infringement of Plaintiff Adura Technologies' federally recognized
22 trademark rights in an amount to be proven at trial.

23 74. Plaintiff Adura Technologies is likely to suffer irreparable harm from Defendant Adura
24 Systems' infringement of Plaintiff Adura Technologies' federally recognized trademark rights
25 insofar as Plaintiff Adura Technologies' invaluable goodwill is being eroded by Defendant Adura
26 Systems' continuing infringement. Plaintiff Adura Technologies has no adequate remedy at law to
27 compensate it for the loss of business reputation, customers, market position, confusion of potential
28

1 customers and investors, and goodwill flowing from Defendant Adura Systems' infringing
2 activities.

3 75. Pursuant to 15 U.S.C. § 1116, Plaintiff Adura Technologies is entitled to an injunction
4 against Defendant Adura Systems' continuing infringement of Plaintiff Adura Technologies'
5 federally recognized trademark rights. Unless enjoined, Defendant Adura Systems will continue its
6 infringing conduct.

7 76. Because Defendant Adura Systems' actions have been committed with intent to damage
8 Plaintiff Adura Technologies and to confuse and deceive the public, Plaintiff Adura Technologies is
9 entitled to treble its actual damages or Defendant Adura Systems' profits, whichever is greater, and
10 to an award of costs and, this being an exceptional case, reasonable attorneys' fees pursuant to 15
11 U.S.C. § 1117(a) and 1117(b). Alternatively, Plaintiff Adura Technologies is entitled to the
12 maximum statutory damages allowed under 15 U.S.C. § 1117(c). Plaintiff Adura Technologies will
13 make its election at the appropriate time before final judgment.

14
15 **THIRD CAUSE OF ACTION FOR DILUTION**

16 **(15 U.S.C. § 1125(c))**
17

18 77. Plaintiff Adura Technologies incorporated by reference each and every allegation in the
19 preceding paragraphs.

20 78. Plaintiff Adura Technologies owns registered trademark number 3,655,507 for ADURA.
21 The ADURA mark was famous and distinctive—either in its own rights or acquired over the course
22 of time—in the United States prior to and during Defendant Adura Systems' infringing activities.

23 79. By its conduct, Defendant Adura Systems has diluted Plaintiff Adura Technologies'
24 exclusive rights in the ADURA mark in violation of 15 U.S.C. § 1125(c).

25 80. Defendant Adura Systems willfully intends and intended to trade on Plaintiff Adura
26 Technologies' reputation for excellence. Plaintiff Adura Technologies will suffer and is suffering
27 irreparable harm from Defendant Adura Systems' dilution of the ADURA mark.

28

1 81. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
2 Adura Systems' dilution of the ADURA mark has been and continues to be intentional, willful, and
3 without regard to Plaintiff Adura Technologies' federally recognized trademark rights.

4 82. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
5 Adura Systems has gained profits by virtue of its dilution of the ADURA mark and Plaintiff Adura
6 Technologies' corresponding federally recognized trademark rights.

7 83. Plaintiff Adura Technologies has also sustained damages as a direct and proximate result of
8 Defendant Adura Systems' dilution of the ADURA mark in an amount to be proven at trial.

9 84. Plaintiff Adura Technologies is likely to suffer irreparable harm from Defendant Adura
10 Systems' dilution of the ADURA mark insofar as Plaintiff Adura Technologies' invaluable
11 goodwill is being eroded by Defendant Adura Systems' continuing infringement. Plaintiff Adura
12 Technologies has no adequate remedy at law to compensate it for the loss of business reputation,
13 customers, market position, confusion of potential customers and investors, and goodwill flowing
14 from Defendant Adura Systems' dilutive activities.

15 85. Pursuant to 15 U.S.C. § 1116, Plaintiff Adura Technologies is entitled to an injunction
16 against Defendant Adura Systems' continuing dilution of the ADURA mark. Unless enjoined,
17 Defendant Adura Systems will continue its dilutive conduct.

18 86. Because Defendant Adura Systems' actions have been committed with intent to damage
19 Plaintiff Adura Technologies and to confuse and deceive the public through dilution of the ADURA
20 mark, Plaintiff Adura Technologies is entitled to treble its actual damages or Defendant Adura
21 Systems' profits, whichever is greater, and to an award of costs and, this being an exceptional case,
22 reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a) and 1117(b). Alternatively, Plaintiff
23 Adura Technologies is entitled to the maximum statutory damages allowed under 15 U.S.C. §
24 1117(c). Plaintiff Adura Technologies will make its election at the appropriate time before final
25 judgment.

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1 **FOURTH CAUSE OF ACTION FOR STATE UNFAIR COMPETITION**

2 **(CALIFORNIA B&P CODE SECTION 17200)**

3
4 87. Plaintiff Adura Technologies incorporated by reference each and every allegation in the
5 preceding paragraphs.

6 88. Defendant Adura Systems' business practices as alleged above constitute unfair competition
7 and unfair practices and business acts in violation of Section 17200 *et seq.* of the California
8 Business & Professions Code.

9 89. Pursuant to Section 17203 of the California Business and Professions Code, Plaintiff Adura
10 Technologies is entitled to enjoin these practices. Without injunctive relief, Plaintiff Adura
11 Technologies has no mechanism by which to control Defendant Adura Systems' infringement of,
12 confusion with respect to, and overall dilution of the ADURA mark. Plaintiff Adura Technologies
13 is, therefore, entitled to injunctive relief prohibiting Defendant Adura Systems from continuing such
14 acts of unfair competition pursuant to California Business & Professions Code § 17203.

15
16 **FIFTH CAUSE OF ACTION FOR FALSE AND MISLEADING ADVERTISING**

17 **(CALIFORNIA B&P CODE §§ 17500 and 17535)**

18
19 90. Plaintiff Adura Technologies incorporates by reference each and every allegation in the
20 preceding paragraphs.

21 91. Defendant Adura Systems' use of the ADURA trademark in connection with its goods and
22 services in any advertising device, or any other means, constitutes advertising done with the intent
23 to directly or indirectly induce the public to enter into business transactions with Defendant Adura
24 Systems regarding Defendant Adura Systems' goods or services.

25 92. Defendant Adura Systems' use of the ADURA trademark in connection with its goods and
26 services has caused, and is likely to continue to cause, confusion, mistake, and deception as to the
27 affiliation, connection or association of Plaintiff Adura Technologies and Defendant Adura
28

1 Systems, and as to the origin, sponsorship or approval of Adura Systems' goods and services to the
2 detriment of Plaintiff Adura Technologies.

3 93. Plaintiff Adura Technologies is informed, believes, and thereon alleges, that Defendant
4 Adura Systems' use of the ADURA mark and trade name to drive potential customers to Defendant
5 Adura Systems has the effect of deceiving the public into believing that Defendant Adura Systems'
6 goods and services are in some way associated with or affiliated Plaintiff Adura Technologies
7 and/or the products and services of Plaintiff Adura Technologies.

8 94. In making and disseminating advertising and promotional materials, Defendant Adura
9 Systems knew, or by exercise of reasonable care should have known, that the statements were
10 untrue and/or misleading and so acted in violation of California Business & Professions Code §
11 17500 and/or § 17535.

12 95. Defendant Adura Systems' conduct, as described above, constitutes deceptive and
13 misleading advertising and is an attempt, to induce the public to procure goods or services from
14 Defendant Adura Systems by untrue or misleading means, which Defendant Adura Systems, by the
15 exercise of reasonable care, should know is untrue and misleading, in violation of Section 17500 of
16 the California Business & Professions Code.

17 96. Defendant Adura Systems' unlawful activities have resulted in unjust enrichment to
18 Defendant Adura Systems. Plaintiff Adura Technologies has been damaged and has suffered
19 irreparable injury due to Defendant Adura Systems' acts and will continue to suffer irreparable
20 injury unless Defendant Adura Systems' activities are enjoined.

21 97. Unless enjoined, Defendant Adura Systems' conduct will cause imminent and irreparable
22 injury to Plaintiff Adura Technologies, the amount of which will be difficult to ascertain, if it
23 continues. Plaintiff Adura Technologies is, therefore, without an adequate remedy at law.

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1 **SIXTH CAUSE OF ACTION FOR COMMON LAW TRADEMARK INFRINGEMENT**

2
3 98. Plaintiff Adura Technologies incorporates by reference each and every allegation in the
4 preceding paragraphs.

5 99. Defendant Adura Systems' unauthorized use of the ADURA trademark on and in goods and
6 in connection with its services in interstate commerce and in the State of California in connection
7 with the promotion and sale of its goods and services constitutes a false designation of origin, a
8 false and/or misleading description of fact, and/or a false or misleading representation of fact which
9 constitutes an infringement of Plaintiff Adura Technologies' trademark rights, and is likely to cause
10 confusion, and mistake, and/or deception as to the affiliation, connection or association of
11 Defendant Adura Systems and Plaintiff Adura Technologies, and/or as to the origin, sponsorship or
12 approval of Defendant Adura Systems' goods by Plaintiff Adura Technologies, all in violation of
13 California common law.

14 100. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
15 Adura Systems' use of the ADURA mark and trade name is to drive potential customers to
16 Defendant Adura Systems and has the effect of deceiving the public into believing that Defendant
17 Adura Systems' goods and services are in some way associated with or affiliated Plaintiff Adura
18 Technologies and/or the products and services of Plaintiff Adura Technologies.

19 101. Plaintiff Adura Technologies has been damaged and has suffered irreparable injury due to
20 Defendant Adura Systems' acts and will continue to suffer irreparable injury unless Defendant
21 Adura Systems' activities are enjoined. Plaintiff Adura Technologies is therefore without an
22 adequate remedy at law.

23 102. Defendant Adura Systems' unlawful activities have resulted in unjust enrichment to
24 Defendant Adura Systems. Plaintiff Adura Technologies has suffered and will continue to suffer
25 damages by reason of Defendant Adura Systems' acts as alleged above. Plaintiff Adura
26 Technologies is entitled to recover from Defendant Adura Systems the damages sustained as a
27 result of Defendant Adura Systems' acts.

28

1 103. Plaintiff Adura Technologies is informed, believes, and thereon alleges that Defendant
2 Adura Systems has acted with oppression, fraud or malice and with conscious disregard of the
3 rights of Plaintiff Adura Technologies, thereby entitling Plaintiff Adura Technologies to an award
4 of exemplary or punitive damages against Defendant Adura Systems.

5 WHEREFORE, Plaintiff Adura Technologies prays for relief as set forth below.
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff Adura Technologies prays for judgment as follows:

1. On all counts, for an injunction preliminarily and permanently enjoining Defendant Adura Systems and its officers, agents, servants, employees, attorneys and all others in active concert or participation with Defendant Adura Systems (who have received notice of the preliminary injunction) from:
 - a. Using the ADURA trademark, and/or any confusingly similar designation, on or in connection with any of Defendant Adura Systems' goods or services, including use on Internet web sites, or otherwise using the ADURA trademark to market, advertise or identify goods or services;
 - b. Using the ADURA trademark to display Defendant Adura Systems' advertisements on any search engine or web site;
 - c. Doing any other act likely to induce the mistaken belief that Adura Systems or its products or commercial activities are in any way affiliated, connected or associated with Adura Technologies or its products or services;
 - d. Using a name or mark confusingly similar to the ADURA trademark or otherwise infringing or diluting Plaintiff Adura Technologies' rights in the ADURA trademark;
 - e. Unfairly competing with Plaintiff Adura Technologies in any manner whatsoever;
 - f. Causing likelihood of confusion and injury to Plaintiff Adura Technologies' business reputation; and
 - g. Committing any other act or making any other statement which infringes or dilutes Plaintiff Adura Technologies' trademark or constitutes an act of infringement, dilution, unfair competition, or untrue and misleading advertising, under federal law or the laws of the state of California.
2. On all counts, requiring Defendant Adura Systems to deliver up for destruction all labels, signs, prints, packages, wrappers, receptacles, advertisements, catalogs, promotional materials, and all other materials in the possession or control of Defendant Adura Systems

- 1 that bear, or are intended to be sold by Defendant Adura Systems in connection with the
- 2 ADURA trademark or otherwise infringe or dilute Plaintiff Adura Technologies mark;
- 3 3. For actual damages, according to proof;
- 4 4. For statutory damages, as permitted by statute'
- 5 5. For recovery of treble damages, as permitted by statute;
- 6 6. For recovery of reasonable attorney's fees as provided for by statute;
- 7 7. For punitive or exemplary damages in such amount as the trier of fact deems appropriate;
- 8 8. For interest on all of the foregoing amounts, at the legal rate, with effect from the due date
- 9 for payment;
- 10 9. For costs of suit; and
- 11 10. For such other, further, or alternative relief as the Court deems just and proper.

12
13 **November 19, 2009**

CARR & FERRELL *LLP*

14
15
16 By: _____


COLBY B. SPRINGER
JOI A. WHITE
CHRISTINE S. WATSON

Attorneys for Plaintiff
ADURA TECHNOLOGIES, INC.

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DEMAND FOR JURY TRIAL

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Plaintiff Adura Technologies, Inc. hereby demands a jury trial of all issues in the above-captioned action that are triable to a jury.

November 19, 2009

CARR & FERRELL *LLP*

By: 
COLBY B. SPRINGER
JOI A. WHITE
CHRISTINE S. WATSON
Attorneys for Plaintiff
ADURA TECHNOLOGIES, INC.

Int. Cls.: 9 and 42

Prior U.S. Cls.: 21, 23, 26, 36, 38, 100, and 101

Reg. No. 3,655,507

United States Patent and Trademark Office

Registered July 14, 2009

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

ADURA

ADURA TECHNOLOGIES, INC. (CALIFORNIA CORPORATION)
28 SECOND STREET, SUITE 400
SAN FRANCISCO, CA 94105

FOR: COMPUTER HARDWARE AND SOFTWARE FOR USE IN COMMERCIAL BUILDING AUTOMATION; COMPUTER SOFTWARE AND HARDWARE FOR USE IN CONTROLLING, AUTOMATING, SCHEDULING, MONITORING, AND RECONFIGURING LIGHTING SYSTEMS FOR COMMERCIAL BUILDINGS; NETWORK COMPONENTS, NAMELY, MOTION SENSORS, PHOTO SENSORS, SWITCHES, ROUTERS AND HUBS FOR USE IN CONTROLLING, AUTOMATING, SCHEDULING, MONITORING, AND RECONFIGURING LIGHTING SYSTEMS FOR COMMERCIAL BUILDINGS; COMPUTER SOFTWARE FOR USE IN AUTOMATING, CONTROLLING, SCHEDULING, MONITORING, AND RECONFIGURING LIGHTING AND ENERGY MANAGEMENT SYSTEMS; WIRELESS TRANSCIEVERS; COMPUTER HARDWARE, NAMELY, WIRELESS TRANSMITTERS AND WIRELESS RECEIVERS; EMBEDDED WIRELESS CONTROL DEVICES, NAMELY, SENSORS FOR USE IN CONTROLLING, AUTOMATING, SCHEDULING, MONITORING, AND RECONFIGURING LIGHTING AND ENERGY MANAGEMENT SYSTEMS FOR COMMERCIAL BUILDINGS; COMPUTER HARDWARE; MESH NETWORKS, COMPRISED OF COMPUTER HARDWARE, COMPUTER SOFTWARE, DATA TRANSMITTERS AND DATA RECEIVERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 11-0-2007; IN COMMERCE 4-17-2009.

FOR: PROVIDING ONLINE NON-DOWNLOADABLE BUILDING AUTOMATION SOFTWARE FOR USE IN WIRELESS COMMERCIAL BUILDING AUTOMATION; PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN CONTROLLING, AUTOMATING, SCHEDULING, MONITORING AND RECONFIGURING LIGHTING SYSTEMS FOR COMMERCIAL BUILDINGS; PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN AUTOMATING, CONTROLLING, SCHEDULING, MONITORING AND RECONFIGURING LIGHTING AND ENERGY MANAGEMENT SYSTEMS; DESIGN AND DEVELOPMENT OF COMMERCIAL WIRELESS BUILDING AUTOMATION NETWORKS FOR TRANSMISSION AND RECEPTION OF DATA; COMPUTER CONSULTATION SERVICES IN THE FIELD OF COMPUTER HARDWARE, COMPUTER SOFTWARE AND COMPUTER NETWORK CONSULTING; INTEGRATION OF COMPUTER SYSTEMS AND NETWORKS; TECHNICAL SUPPORT SERVICES, NAMELY, TROUBLESHOOTING OF COMPUTER HARDWARE, COMPUTER SOFTWARE AND COMPUTER AND WIRELESS NETWORK PROBLEMS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 11-0-2007; IN COMMERCE 4-17-2009.

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

SN 77-410,417, FILED 2-29-2008.

NATALIE POLZER, EXAMINING ATTORNEY

EXHIBIT A

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Adura provides wireless lighting control solutions which save money for building owners by reducing energy load and enabling demand response program participation.

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Press

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Automotive DesignLine

Green power train developer **Adura Systems** Inc. has emerged from stealth mode with a new electric powertrain it claims will increase the range of trucks and mass transit buses to up ...

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EV WORLDwire: Adura Systems Introduces New Era Electric**Powertrain**

MESA electric powertrain is designed for use in series hybrid vehicles like heavy transit buses.

eworld.com/news.cfm?newsid=20863 · [Cached page](#)

Adura Systems To Tackle Chinese Hybrid Buses, Then the World

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www.greencarcongress.com/2009/06/adura-freescale-20090601.html · [Cached page](#)

Adura News, Events, and Press Releases

ADURA's advanced clean energy **technology** provides a full-service lighting management solution that ... CNET highlights **Adura Technologies** at West Coast **Green**

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Adura Systems Wins Frost & Sullivan 2009 **Technology** Innovation of the Year Award 19 June 2009. **Adura Systems, Inc.**, the developer of the MESA (Modular, Electronic, Scalable ...

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Studies Show Adura Technologies Solutions Save 70 Percent on Lighting ...

The **Green Technology** World™ Web site educates readers about **technologies**, essential issues, and trends that enable companies to operate more efficiently, thereby creating a ...

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And as battery **technology** advances, investments in **Adura** tech — \$155,000 per powertrain — won't go ... Former VC to Lead DOE Loan Guarantee & **Green Car** Loan Programs; Winners of ...

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2009-06-19 14:07:26 - **Adura Systems, Inc.** : , the **green**, electric powertrain company that offers breakthroughs in electric range for medium and large vehicles, today announced it ...

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Adura's Wireless Lighting Can Save Energy Use By 70 Percent

Kanepi Innovations, a **green technology** company out of MI, has been established longer with more solid patents, a capability of mesh networking that surpasses **Adura**, and has a ...

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Adura Systems CEO to present at US-China Green Energy Council in ...

...

... more information about the China **Green Energy Council** in Beijing or to register, go to: <http://ucgef.org/en/activities/beijing08/program>. **Adura Systems, Inc.** is the clean **technology** ...

www.adurasystems.com/Pressreleases/Adura_Press_Releases/Nov_8_2008_CEO_to_Present_in_ · [Cached page](#)

Adura Systems Adopts Freescale's FlexRay™ Automotive ...

MENLO PARK, Calif.--(BUSINESS WIRE)--**Adura Systems, Inc.**, the **green** ...

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Adura Systems announces new electric bus powertrain, claims 100 ...

Apr 21, 2009 ... **Adura Systems** has announced that its new MESA powertrain architecture using lots of claims and buzzwords but little in the way of actual ...

[green.autoblog.com/.../adura-systems-announces-new-electric-bus-powertrain-claims-100/](#) -

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Adura Systems - Company Information on Adura Systems

Sep 12, 2008 ... **Adura Systems** company profile. **Adura Systems**, Inc. is the technology leader in Serial Plug-in Hybrid IP for the Bus, Truck and Auto.

[venturebeatprofiles.com/company/profile/adura-systems](#) - [Cached](#) -

Vator.tv - **Adura Systems**, Inc. company profile

Adura Systems, Inc. company profile. **Adura Systems'** HEV Technology Provides Extremely High Fuel Economy. Presented by Cliff Nakayama.

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Jun 1, 2009 ... Hybrid and Electric Vehicles to Benefit From Advanced **Systems** Control and Monitoring MENLO PARK, Calif.--(Business Wire)-- **Adura Systems**, ...
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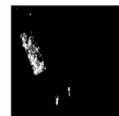
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