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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91234098
Party	Plaintiff Allergan, Inc.
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Submission	Response to Board Order/Inquiry
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Signature	/s/ Kenneth L. Wilton
Date	04/04/2018
Attachments	2018-04-04 - Opposer Submission re Suspension.pdf(15828 bytes ) 2018-04-04 - Wilton Decl.pdf(10947 bytes ) Exh 1 - 2017-04-05 - 1 - AI - Complaint with exhibits - Reduced.pdf(3968910 bytes ) Exh 2 - 2017-05-24 - 24 - Dima Answer.pdf(187148 bytes ) Exh 3 - 2018-03-01 - 79 - AL - Joint Stip of Dismissal of KBC Media Relations w- o Prejudice.pdf(159749 bytes ) Exh 4 - 2017-07-21 - 40 - Court - Order Granting Preliminary Injunctive Relief.pdf(41671 bytes ) Exh 5 - WIPO Record for IR No 1266937.pdf(32453 bytes ) Exh 6 - 2016-02-18 - EU Application for Invalidity.pdf(4980923 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Registration No. 79/975,292

ALLERGAN, Inc.,

Opposer,

v.

DERMAVITA Limited Partnership,

Applicant.

*And Related Counterclaims*

Opposition No. 91234098

**OPPOSER ALLERGAN, INC.'S RESPONSE TO ORDERS REGARDING POSSIBLE  
SUSPENSION OF PROCEEDINGS [23 TTABVUE, 25 TTABVUE]**

## **I. INTRODUCTION**

On March 22 and March 31, 2018, the Board issued Orders [23 TTABVUE, 25 TTABVUE] requiring the parties to submit the operative pleadings in the civil action encaptioned *Allergan, Inc. v. Dermavita Limited Partnership, et al.*, Case No. 8:17-cv-00619, which is pending in the United States District Court for the Central District of California (“Civil Action”). This submission responds to those Orders.

On a preliminary note, counsel for Opposer apologizes for not bringing the pendency of the Civil Action to the Board’s attention at an earlier date. While not an excuse, counsel believes the substantive claims and the procedural history of the Civil Action are unlikely to have a bearing on this proceeding pursuant to 37 C.F.R. § 2.117(a). Nonetheless, Opposer understands that the Board may exercise its discretion to suspend these proceedings, and briefly outlines below the progress and status of the Civil Action. The operative pleadings and orders are attached as exhibits to the accompanying declaration of Kenneth L. Wilton.

In addition, Section 510.02(a) of the TBMP indicates that the Board “may also, in its discretion, suspend a proceeding pending the final determination of ... a foreign action between the parties, wherein one party challenges the validity of a foreign registration upon which the other party’s subject application is based.” As explained below, a related company of Opposer has filed a revocation proceeding against Applicant’s Basic Registration underpinning the Section 66a application at issue. Opposer therefore includes information regarding that revocation proceeding in this submission.

## **II. PROCEDURAL HISTORY OF CIVIL ACTION**

The Civil Action was filed on April 5, 2017, naming Applicant, Dima Corp. S.A. and KBC Media Relations LLC as defendants. A copy of the Complaint is attached as Exhibit 1 to the Wilton Declaration. Opposer’s Complaint, alleging trademark infringement, unfair competition, dilution, false advertising and conspiracy, was based on a press release issued by Dima Corp. stating that, under license from Applicant, it would be selling cosmetic products in the United States under the mark “Juvederm.” [Wilton Decl. Ex. 1 at Ex. C.] The Complaint

does not mention or relate to any attempt by Applicant to provide the services identified in the application at issue in this proceeding. Dima Corp. answered the Complaint on May 24, 2017. [Wilton Decl. ¶ 4 & Ex. 2.] Dima Corp. did not attack the validity of Opposer's JUVEDERM-formative registrations. [Id.] KBC Media Relations LLC, the agency through which the press release was issued, was later dismissed without prejudice. [Wilton Decl. ¶ 5 & Ex. 3.]

On July 21, 2017, the District Court issued an order granting preliminary injunctive relief against Dima Corp. [Wilton Decl. ¶ 6 & Ex. 4.] The Order precludes Dima Corp., and those acting in active concert with it, from using the JUVEDERM trademark in connection with the advertising or sale of Dima Corp.'s products in the United States or in commerce affecting the United States. [Id.]

In response to the Complaint, Applicant filed two motions to dismiss for lack of personal jurisdiction. [Wilton Decl. ¶ 7.] The first such motion was denied without prejudice to allow for jurisdictional discovery to be taken; the latter was granted on January 3, 2018. [Id.] The Order on the second motion is attached as Exhibit 1 to Applicant's response to the Board's Order. [24 TTABVUE 6-14.]

As Applicant is aware, Opposer has informed the Court and Applicant that it intends to seek entry of judgment under Fed. R. Civ. P. 54(b) against Dermavita in order to appeal the dismissal order. [Wilton Decl. ¶ 8.] Unless and until the District Court's Order is appealed and reversed, however, Applicant will not be substantively involved in determining the merits of the Civil Action. [Id.]

### **III. PROCEDURAL HISTORY OF EUIPO PROCEEDING**

As noted above, the Board, in its discretion, may suspend a proceeding where "one party challenges the validity of a foreign registration upon which the other party's subject application is based." TBMP § 510.2(a). The Application at issue was filed by Applicant pursuant to the Madrid Protocol and Section 66a of the Trademark Act (15 U.S.C. § 1141a) and is based on International Registration No. 1266937. The Basic Registration (15 U.S.C. § 1141(2)) for Applicant's IR is EU Reg. No. 014016737. [Wilton Decl. ¶ 9 & Ex. 5.] Allergan Holdings

France SAS, a related company of Opposer, has filed in the European Union Intellectual Property Office (EUIPO) an Application for a Declaration of Invalidity of EU Reg. No. 014016737. [Wilton Decl. ¶ 10 & Ex. 6.]

Applicant has not yet responded to Application, and it is not clear when Opposer’s Application for a Declaration of Invalidity will be decided. [Wilton Decl. ¶ 11.] If the Application is successful, Applicant’s Basic Registration will be cancelled, as will its International Registration and, consequently, the Application at issue. 15 U.S.C. § 1141j(a). If that occurs, Applicant will have the opportunity to transform its pending application to a national application. 15 U.S.C. § 1141j(c).

#### IV. CONCLUSION

Opposer will provide any additional information related to the Civil Action and the EUIPO Proceeding upon request.

SEYFARTH SHAW LLP

Date: April 4, 2018

By:                     /s/ Kenneth L. Wilton                      
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*Attorneys for Opposer*  
*ALLERGAN, INC.*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 4, 2018, pursuant to 37 C.F.R. § 2.119(b), I caused **OPPOSER ALLERGAN, INC.’S RESPONSE TO ORDERS REGARDING POSSIBLE SUSPENSION OF PROCEEDINGS [23 TTABVUE, 25 TTABVUE]** to be served on Applicant by e-mailing a copy thereof to Applicant’s correspondence e-mail address of record as follows:

TANJA PROEHL  
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*/s/ Lauren M. Gregory*  
\_\_\_\_\_  
Lauren M. Gregory

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application No. 79/975,292

ALLERGAN, Inc.,

Opposer,

v.

DERMAVITA Limited Partnership,

Applicant.

Opposition No. 91234098

*And Related Counterclaims*

**DECLARATION OF KENNETH L. WILTON**

I, Kenneth L. Wilton, declare:

1. I am an attorney licensed to practice in the State of California and a partner in the Los Angeles office of Seyfarth Shaw LLP. I and my firm represent Opposer Allergan, Inc. (“Opposer”) in this Opposition proceeding challenging United States Trademark Application Serial No. 79/975,292 (the “Opposed Application”) filed by Applicant Dermavita Limited Partnership (“Applicant”). I make this declaration in support of Opposer’s Response to Orders Regarding Possible Suspension of Proceedings.

2. On April 5, 2017, Opposer filed a Complaint against Applicant, Dima Corp. S.A. (“Dima Corp”), and KBC Media Relations LLC (“KBC”) to initiate a civil action in the United States District Court for the Central District of California captioned *Allergan, Inc. v. Dermavita Limited Partnership et al.*, Case No. 8:17-cv-00619 (the “Civil Action”). A true and correct copy of the Complaint is attached as Exhibit 1.

3. Opposer's Complaint, alleging trademark infringement, unfair competition, dilution, false advertising and conspiracy, was based on a press release issued by Dima Corp. stating that, under license from Applicant, it would be selling cosmetic products in the United States under the mark "Juvederm." It did not mention or relate to any attempt by Applicant to provide the services identified in the Opposed Application.

4. Dima Corp. answered the Complaint on May 24, 2017. A true and correct copy of Dima Corp.'s Answer is attached as Exhibit 2. Dima Corp. did not attack the validity of Opposer's JUVEDERM-formative registrations.

5. KBC, the agency through which the press release was issued, was later dismissed from the Civil Action without prejudice. A true and correct copy of the Stipulation dismissing KBC is attached as Exhibit 3.

6. On July 21, 2017, the District Court issued an order enjoining Dima Corp., as well as those in active concert with it, from using the trademark JUVEDERM in connection with the advertising or sale of Dima Corp.'s products in the United States or in commerce affecting the United States. A true and correct copy of this order is attached as Exhibit 4.

7. Applicant filed two motions to dismiss the Civil Action for lack of personal jurisdiction. The first was denied without prejudice to allow the parties to take jurisdictional discovery. The second was granted on January 3, 2018.

8. Opposer has informed the District Court and Applicant that it intends to seek entry of final judgment under Fed. R. Civ. P. 54(b) against Applicant in order to appeal the dismissal order. Unless and until the District Court's order is appealed and reversed, however, Applicant will not be substantively involved in determining the merits of the Civil Action.



9. Applicant filed the Opposed Application pursuant to the Madrid Protocol and Section 66a of the Trademark Act based on International Registration No. 1266937. The Basic Registration for Applicant's International Registration is EU Reg. No. 014016737. A true and correct copy of the WIPO record for Applicant's International Registration is attached as Exhibit 5.

10. Allergan Holdings France SAS, a related company of Opposer, has filed an Application for a Declaration of Invalidity of EU Reg. No. 014016737 in the European Union Intellectual Property Office (the "EUIPO Application"). A true and correct copy of the Application is attached as Exhibit 6.

11. Applicant has not yet responded to the EUIPO Application, and it is not clear when the Application will be decided.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 4th day of April, 2018 at Los Angeles, California.

*/s/ Kenneth L. Wilton*

Kenneth L. Wilton

# **Exhibit 1**

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8

9 Attorneys for Plaintiff  
ALLERGAN, INC.

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **SOUTHERN DIVISION**  
13

14 ALLERGAN, INC.,

15 Plaintiff,

16 v.

17 DERMAVITA LIMITED PARTNERSHIP,  
18 DIMA CORP. S.A. and  
KBC MEDIA RELATIONS LLC,

19 Defendants.  
20  
21  
22  
23  
24  
25  
26  
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28

Case No. 8:17-cv-00619

**COMPLAINT FOR:**

**INFRINGEMENT OF FEDERALLY  
REGISTERED TRADEMARKS  
(15 U.S.C. § 1114);**

**FEDERAL UNFAIR  
COMPETITION  
(15 U.S.C. § 1125(a));**

**FEDERAL DILUTION  
(15 U.S.C. § 1125(c));**

**FEDERAL FALSE ADVERTISING  
(15 U.S.C. § 1125(a)); AND**

**CONSPIRACY**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT**

2 Plaintiff Allergan, Inc. (“Allergan”), through undersigned counsel, hereby alleges  
3 as follows:

4 **NATURE OF THE CASE**

5 1. In 2007, Allergan introduced to the United States market an injectable  
6 pharmaceutical product called JUVÉDERM, a dermal filler administered by healthcare  
7 professionals and indicated for improving the appearance of facial lines and wrinkles to  
8 yield a more youthful appearance. Since 2007, Allergan has added a number of products  
9 under its JUVÉDERM family of marks, referred to collectively herein as the  
10 “JUVÉDERM Products.” The JUVÉDERM Products have been hugely successful:  
11 sales in the United States have exceeded *two billion dollars* since 2007.

12 2. On March 17, 2017, in the face of Allergan’s undisputed and incontestable  
13 ownership rights in its JUVÉDERM trademark in the United States, Defendant Dima  
14 Corp. S.A. announced via a press release issued by Defendant KBC Media Relations  
15 LLC, that it had acquired a “full license” from Defendant Dermavita Limited Partnership  
16 “to develop and market cosmetics products under the Juvederm trademark” and that it  
17 intended to immediately introduce skincare products that would be available in “2000+  
18 doctor’s offices in the United States by June 2017.” Defendants’ false and misleading  
19 announcement has already caused confusion in the marketplace, and Defendants’  
20 infringement will cause confusion among doctors and users of Allergan’s JUVÉDERM  
21 products, irreparably harming Allergan.

22 3. Also, Defendant Dermavita Limited Partnership currently maintains  
23 websites at WWW.DERMAVITA.NET and WWW.DERMAVITA-ONLINE.COM that market  
24 products under the “Juvederm” name. On the WWW.DERMAVITA.NET website, Dermavita  
25 Limited Partnership markets these products in the United States, to United States  
26 consumers, under the heading “USA Offers.”

27 4. This suit seeks to immediately address the impact of Defendants’ brazen  
28 decision to ignore and interfere with Allergan’s intellectual property rights, and to protect

1 the consuming public, by prohibiting Defendants from marketing and selling a product in  
2 the United States under an identical, and obviously confusingly-similar, “Juvederm”  
3 mark.

#### 4 **JURISDICTION AND VENUE**

5 5. This is an action for trademark infringement, unfair competition, dilution  
6 and false advertising under the United States Trademark Act, 15 U.S.C. §§ 1051, *et seq.*,  
7 as amended, and for conspiracy under California common law. Allergan’s claims for  
8 infringement of its federally registered trademarks, federal unfair competition, federal  
9 trademark dilution and federal false advertising arise under the United States Trademark  
10 Act, and are within the subject matter of the jurisdiction of this Court pursuant to 15  
11 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). Allergan’s claim for relief for  
12 conspiracy under the common law of the State of California is within the subject matter  
13 jurisdiction of this Court pursuant to 28 U.S.C. §§ 1338(b) and 1367.

14 6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)  
15 because this judicial district is where the claim arose and where Allergan is suffering  
16 harm.

17 7. On information and belief, Dermavita Limited Partnership develops,  
18 manufactures, markets, distributes, and sells “cosmeceutical”<sup>1</sup> products for sale and use  
19 throughout the world, including the United States and the State of California.

20 8. This Court has specific personal jurisdiction over Dermavita Limited  
21 Partnership because Dermavita Limited Partnership has committed, or aided, abetted,  
22 contributed to and/or participated in the commission of, the tortious act of trademark  
23 infringement and the other claims herein alleged that have led to foreseeable harm and  
24 injury to Allergan in the State of California.

25 \_\_\_\_\_  
26 <sup>1</sup> As noted by the U.S. Food & Drug Administration, “[w]hile the Federal Food, Drug,  
27 and Cosmetic Act (FD&C Act) does not recognize the term ‘cosmeceutical,’ the cosmetic  
28 industry uses this word to refer to cosmetic products that have medicinal or drug-like  
benefits.” *See* [HTTPS://WWW.FDA.GOV/COSMETICS/LABELING/CLAIMS/UCM127064.HTM](https://www.fda.gov/cosmetics/labeling/claims/ucm127064.htm)  
(last visited April 5, 2017).

1 9. On information and belief, Dima Corp. S.A. is a licensee of Dermavita  
2 Limited Partnership and develops, markets, distributes, and sells cosmeceutical products  
3 for sale and use, specifically to the United States and the State of California.

4 10. This Court has specific personal jurisdiction over Dima Corp. S.A. because  
5 Dima Corp. S.A. has committed, or aided, abetted, contributed to and/or participated in  
6 the commission of, the tortious act of trademark infringement and the other claims herein  
7 alleged that have led to foreseeable harm and injury to Allergan in the State of California.

8 11. On information and belief, KBC Media Relations LLC has been retained by  
9 Dermavita Limited Partnership and/or Dima Corp. S.A. to market and promote the sale of  
10 their cosmeceutical products, and has taken affirmative steps to market and promote the  
11 sale of those products in the United States and the State of California.

12 12. This Court has specific personal jurisdiction over KBC Media Relations  
13 LLC because KBC Media Relations LLC has committed, or aided, abetted, contributed to  
14 and/or participated in the commission of, the tortious act of trademark infringement and  
15 the other claims herein alleged that have led to foreseeable harm and injury to Allergan in  
16 the State of California.

17 **THE PARTIES**

18 13. Plaintiff Allergan is a Delaware corporation with a place of business at 2525  
19 Dupont Drive, Irvine, California 92612.

20 14. On information and belief, Defendant Dermavita Limited Partnership  
21 (“Dermavita”) is a limited partnership organized and existing under the laws of the  
22 country of Lebanon, with places of business at Spears str., Al Itihad building. Floor 6,  
23 Mussaitbeh, Al Sanayeh Beirut, Lebanon and/or Corniche El-Mazraa, Main Road  
24 Lebanon & Gulf Bank Building, 4th Floor, Beirut, Lebanon.

25 15. On information and belief, Defendant Dima Corp. S.A. (“Dima Corp.”) is a  
26 corporation organized and existing under the laws of the country of Luxembourg, with a  
27 place of business at 98, rue de Bonnevoie, L-1260 Luxembourg.  
28

1 16. On information and belief, Defendant KBC Media Relations LLC (“KBC  
2 Media”) is a limited liability company organized and existing under the laws of the State  
3 of New Jersey, with a place of business at 230 Kings Highway East, Suite 121,  
4 Haddonfield, New Jersey, 08033.

#### 5 **FACTUAL BACKGROUND**

##### 6 **Allergan Owns The Family Of Famous JUVÉDERM Marks.**

7 17. Allergan and its subsidiaries manufacture, develop, sell and advertise an  
8 extensive array of pharmaceutical products and medical devices, including injectable  
9 dermal fillers indicated to reduce the appearance of facial lines and wrinkles and create a  
10 more youthful appearance.

11 18. Since at least 2004 in Europe, and since at least 2007 in the United States,  
12 Allergan and its subsidiaries and predecessors-in-interest have continuously used  
13 JUVÉDERM-formative marks (the “JUVÉDERM Marks”) in connection with a line of  
14 injectable dermal fillers (the “JUVÉDERM Products”). Allergan’s predecessors-in-  
15 interest began marketing the JUVÉDERM Products under the JUVÉDERM Mark as  
16 early as 2001.

17 19. The primary active ingredient in Allergan’s JUVÉDERM Products is  
18 hyaluronic acid.

19 20. Since their introduction, Allergan’s JUVÉDERM Products have been  
20 extremely successful. The JUVÉDERM Products are approved in 112 countries, and  
21 more than 34 million units have been sold worldwide.

22 21. Allergan directly, and through its subsidiaries, owns all right, title and  
23 interest in and to the JUVÉDERM Marks globally, as well as the following United States  
24 registrations of its JUVÉDERM Marks on the Principal Register:

- 25 a. Registration No. 3,706,974, granted November 3, 2009, for the mark  
26 JUVÉDERM in International Class 5 for “pharmaceutical preparations for  
27 the treatment of glabellar lines, facial wrinkles, asymmetries and defects and  
28

1 conditions of the human skin, all to be sold and marketed only to licensed  
2 physicians, surgeons, and healthcare professionals.”

3 b. Registration No. 4,380,506, granted August 6, 2013, for the mark  
4 JUVEDERM VOLIFT in International Class 5 for “Pharmaceutical  
5 preparations for the treatment of glabellar lines, facial wrinkles, asymmetries  
6 and defects and conditions of the human skin; biological dermal implants,  
7 namely, visco-supplementation solutions for filling wrinkles.”

8 c. Registration No. 4,380,507, granted August 6, 2013, for the mark  
9 JUVEDERM VOLBELLA in International Class 5 for “Pharmaceutical  
10 preparations for the treatment of glabellar lines, facial wrinkles, asymmetries  
11 and defects and conditions of the human skin; biological dermal implants,  
12 namely, visco-supplementation solutions for filling wrinkles.”

13 d. Registration No. 4,481,317, granted February 11, 2014, for the mark  
14 JUVEDERM VOLUMA in International Class 5 for “Pharmaceutical  
15 preparations for the treatment of glabellar lines, facial wrinkles, asymmetries  
16 and defects and conditions of the human skin; biological dermal implants,  
17 namely, visco-supplementation solutions for filling wrinkles.”

18 22. Each of the foregoing registrations is valid and subsisting, and copies of the  
19 certificates of registration for each are attached hereto as Exhibit A and incorporated  
20 herein by reference.

21 23. In total, Allergan currently owns applications to register and/or registrations  
22 of more than 220 JUVÉDERM-formative marks in nearly 100 countries.

23 24. Between 2007 and 2016, sales in the United States of the JUVÉDERM  
24 Products exceeded \$2.17 billion dollars.

25 25. Similarly, through 2015, sales of the JUVÉDERM Products in the European  
26 Union exceeded \$900 million dollars.

27 26. Between 2007 and 2016, the JUVÉDERM Products were supported by more  
28 than \$122 million dollars in advertising in the United States.



1 27. As a result of Allergan’s extensive use and promotion of the JUVÉDERM  
2 Marks in connection with the JUVÉDERM Products and their indications, and the  
3 quantity of sales of the JUVÉDERM Products, the JUVÉDERM Marks have become  
4 famous in the United States, and became famous in the United States long before  
5 Defendants commenced the infringing acts complained of herein.

6 28. The JUVÉDERM Marks, and the goodwill associated therewith, are of  
7 substantial value to Allergan both in the United States and globally.

8 **DERMAVITA’S UNLAWFUL ACTIVITIES**

9 **Dermavita Had Knowledge Of Allergan’s Rights In The JUVÉDERM Marks.**

10 29. By reason of Allergan’s ownership of United States trademark registrations  
11 for the JUVÉDERM Marks, at the time it commenced the activities complained of herein,  
12 Dermavita had, at minimum, constructive notice of Allergan’s rights in and to the  
13 JUVÉDERM Marks, and on information and belief, had actual knowledge of Allergan  
14 and Allergan’s rights in and to the JUVÉDERM Marks.

15 **Dermavita Has Intentionally Infringed Allergan’s JUVÉDERM Marks.**

16 30. On information and belief, Dermavita was incorporated on May 3, 2007.

17 31. Beginning in early 2015, Dermavita commenced an intentional, calculated  
18 campaign to systematically trade off, and/or dilute, the goodwill associated with  
19 Allergan’s JUVÉDERM Marks. Dermavita’s campaign has been wide-ranging, and  
20 includes, without limitation:

- 21 a. adopting “Juvederm” as a mark (the “Infringing Mark”);  
22 b. using the Infringing Mark as a mark on its websites and offering for sale and  
23 selling products related to Allergan’s JUVÉDERM Products under the  
24 Infringing Mark (the “Accused Products”);  
25 c. on information and belief, licensing use of the Infringing Mark to third  
26 parties, including without limitation Dima Corp.;  
27 d. issuing a press release announcing its intention to introduce and widely  
28 distribute “Juvederm” cosmeceutical products into the United States by June

1 2017, actions that inevitably will confuse the relevant consuming public into  
2 believing that Dermavita, Dima Corp. and their Accused Products are in  
3 some manner associated or affiliated with Allergan and the JUVÉDERM  
4 Marks and Products, when they are not;

5 e. developing and publicizing a “Juvederm” mobile application to promote the  
6 Accused Products and purportedly prescribe them to consumers; and

7 f. retaining KBC Media to advertise and promote the Accused Products in the  
8 United States.

9 32. These actions by Dermavita and Dima Corp., as described below, represent a  
10 willful and unlawful attempt to confuse the public and interfere with Allergan’s  
11 established business conducted under its JUVÉDERM Marks for the purpose, on  
12 information and belief, of trying to force Allergan to expend time, energy and money to  
13 stop Dermavita and Dima Corp., either through costly litigation or settlement.

14 **Dermavita Has Attempted To Register And Has Registered Confusingly**  
15 **Similar Marks.**

16 33. On April 30, 2015, Dermavita filed trademark application No. 014016737 in  
17 the European Union Intellectual Property Office (“EUIPO”) to register the mark  
18 “JUVEDERM” for cosmetic and anti-wrinkle preparations and, purportedly, services  
19 related to those goods. Allergan, through one of its subsidiaries, is seeking to cancel this  
20 registration.

21 34. On November 11, 2015, Dermavita filed another trademark application with  
22 the EUIPO to register the mark “JUVEDERM” for pharmaceutical preparations, medical  
23 devices, plastic bags, and training services in the fields of medicine, cosmetics and  
24 aesthetics. This application was assigned No. 014790182. Allergan, through one of its  
25 subsidiaries, has opposed this application.

26 35. On June 17, 2015, Dermavita filed Application Serial No. 79173350 (the  
27 “350 Application”) with the United States Patent and Trademark Office seeking to  
28 register the mark “JUVEDERM” for goods and services in two International Classes.

1 That application has since been sub-divided into two separate applications. In the ‘350  
2 Application, Dermavita seeks to register the mark “JUVEDERM” for:

3 “Cosmetics for use by the end consumer, namely, cosmetic creams,  
4 emulsions, lotions, liquids and solutions being milks, gels and oils for  
5 use on the face, body, hands, feet, and neck, all of which for external  
6 use only; non-medicated exfoliating cosmetic preparations for the  
7 skin, cosmetic skin care preparations, namely, skin peels, cosmetics  
8 for smoothing the skin, cosmetics for hair conditioning and care of the  
9 hair and scalp; cosmetic sunscreen preparations in the form of  
10 emulsions, lotions, milks, gels, and oils; cosmetic preparations for  
11 skin whitening, skin whitening creams, hair and nail decolorants for  
12 cosmetic purposes, cosmetics for lightening the color of the skin, fair  
13 complexion cream” in International Class 3;

14 36. In the second application, Application Serial No. 79975292 (the “‘292  
15 Application”), Dermavita seeks to register the mark “JUVEDERM” for:

16 “Advertising, marketing and promotion services; commercial trading  
17 services in the nature of direct marketing services, promotional  
18 marketing and representation services for sales to the public sector;  
19 providing consumer product information via the Internet; business  
20 management analysis, business research and business information  
21 management services” in International Class 35.

22 37. In all, Dermavita has filed more than 60 applications to register  
23 “JUVEDERM”-formative marks in more than 50 jurisdictions worldwide, most of which  
24 are being opposed by Allergan or one of its subsidiaries.

25 **Dermavita Has Offered For Sale And Sold Products Under The Infringing Mark.**

26 38. Dermavita operates several websites that offer its products for sale in the  
27 United States. For example, as shown on the following page, the site located at the URL  
28 WWW.DERMAVITA-ONLINE.COM includes products being offered for sale under the  
Infringing Mark that bear a striking resemblance to Allergan’s JUVÉDERM Products:

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**ALLERGAN'S PRODUCT**



**ACCUSED PRODUCT**

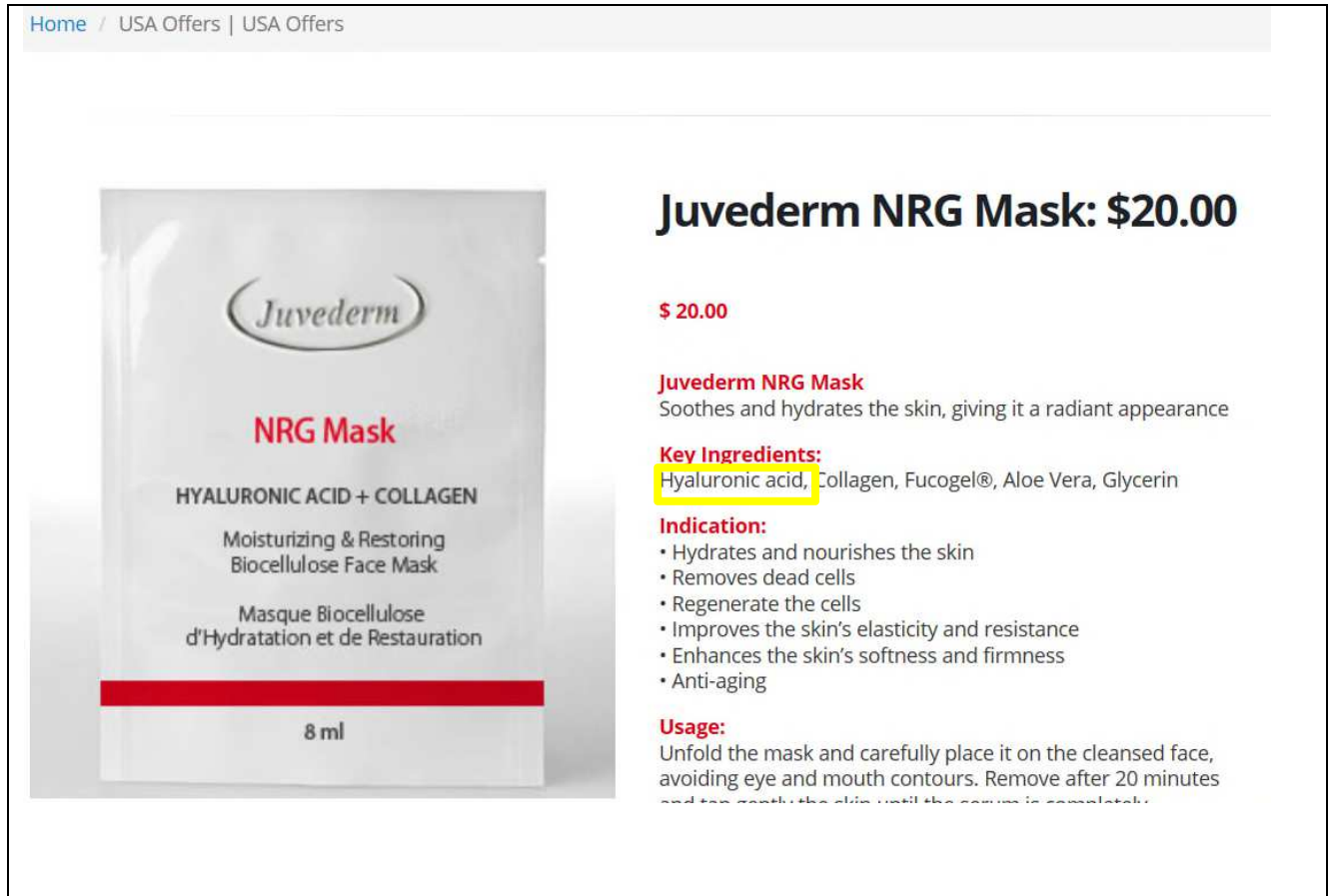


39. Another site operated by Dermavita, the site located at the URL [WWW.DERMAVITA.NET](http://WWW.DERMAVITA.NET), includes a page that is specifically directed to offering the Accused Products in the United States:



40. The "USA Offers" include six separate "Juvéderm" products: "Juvéderm NRG Cream," "Juvéderm NRG Serum," "Juvéderm NRG Mask," "Juvéderm Purelife Mask," "Juvéderm Hydralift Mask," and "Juvéderm EyePerfector." See Exhibit B attached hereto and incorporated herein by reference.

41. Like Allergan's JUVÉDERM Products, several of the products offered by Dermavita prominently state that they contain "hyaluronic acid," as shown below (highlighting added):



42. Notably, while many of the Accused Products are applied topically, on information and belief, Dermavita’s “mesotherapy” product is an injectable product sold in vials, which Dermavita also touts as including the same active ingredient as Allergan’s JUVÉDERM Products: hyaluronic acid.

**Dermavita Intends To Immediately Sell Its “Juvederm” Products In The United States.**

43. On March 17, 2017, Dermavita, together with Dima Corp., issued a press release through a New Jersey-based publicity firm, KBC Media (the “False Press Release”, which stated in part:

**DIMA CORP S.A Announces Juvederm Acquisition  
Launching Skincare Lines and App in the USA**

DIMA CORP S.A is pleased to announce the acquisition of the Juvederm full license from DermaVita Company, to develop and market cosmetic products under the Juvederm trademark (No

1 014016737) worldwide, with an **immediate launch** in the United  
2 States of America.

3 \* \* \*

4 The Juvederm skincare lines will be available exclusively in an  
5 anticipated 2000+ doctor's offices across the United States by June,  
6 2017.

7 For more information, visit: [www.juvedermlab.com](http://www.juvedermlab.com)

8 *See Exhibit C, False Press Release (emphasis added).*

9 44. As of the filing of this Complaint, the False Press Release has been  
10 disseminated to several different news and industry outlets, including Yahoo Finance,  
11 MarketWired and Business Insider. True and correct copies of the False Press Release  
12 are attached hereto as Exhibit C.

13 45. Not only does the False Press Release misleadingly assert that Dima Corp.  
14 acquired “Juvederm,” it states that “[t]he Juvederm skincare lines will be available  
15 exclusively ... in doctor’s offices.” Similarly, Allergan’s JUVÉDERM Products are sold  
16 in the United States through healthcare professionals.

17 46. Defendants have thus stated, in incontrovertible terms, that they intend to  
18 introduce products in the United States under the “Juvederm” mark that compete directly  
19 with Allergan’s JUVÉDERM Products.

20 47. On information and belief, after issuing the False Press Release, KBC Media  
21 has been contacting publications that are directed to the consumers of Allergan’s  
22 JUVÉDERM Products, such as beauty publications, in order to promote the Accused  
23 Products. On information and belief, these communications have included an image of a  
24 “post-injection” product, which specifically targets users of injectable dermal fillers, such  
25 as users of Allergan’s JUVÉDERM Products:  
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8 48. The packaging itself promotes the product as “After Injection Care.” In  
9 short, Defendants are intending to offer for sale a product under the “Juvederm” mark  
10 that is intended to be used after an injection of Allergan’s genuine JUVÉDERM Product.

11 49. Given that the Accused Products and Allergan’s JUVÉDERM Products will  
12 be sold to the same consumers under the identical marks for goods administered by the  
13 same professionals during the same type of procedure, consumer confusion is inevitable  
14 and has indeed already occurred. Allergan has already been contacted by a recipient of  
15 KBC Media’s promotions who was confused whether the Accused Products were  
16 affiliated with Allergan’s JUVÉDERM Products.

17 **Dermavita Is Attacking Allergan’s Trademark Rights.**

18 50. Not only has Dermavita adopted an identical mark for related goods, it has  
19 had the audacity to attack Allergan’s superior trademark rights.

20 51. On January 13, 2017, Dermavita filed a petition before the Trademark Trial  
21 and Appeal Board of the USPTO seeking to cancel Allergan’s Registration No. 4,380,506  
22 for the mark JUVEDERM VOLIFT. As grounds for its petition, Dermavita asserted that  
23 Allergan is not using the JUVEDERM VOLIFT mark and has abandoned the mark,  
24 allegations that are demonstrably false. Dermavita withdrew this ill-fated petition after  
25 Allergan moved to dismiss it as meritless.

26 52. This specious attack on Allergan’s rights in and to its JUVEDERM VOLIFT  
27 mark is another example of the actions Dermavita is taking in an attempt to strip Allergan  
28 of the rights it has obtained through its long term use of the JUVÉDERM Marks and its

1 investment in the JUVÉDERM Products, and to exploit Allergan’s preexisting rights for  
2 an ulterior purpose.

3 **Dermavita Is Falsely Advertising The Accused Products As Drugs Without FDA**

4 **Approval.**

5 53. In addition to infringing Allergan’s trademark rights, Dermavita also falsely  
6 and misleadingly describes the Accused Products by making claims about the products’  
7 uses and effectiveness in violation of the federal Food, Drug, and Cosmetic Act (FDCA)  
8 (21 U.S.C. § 301, *et seq.*). On information and belief, the Accused Products are not  
9 approved by the Food and Drug Administration (FDA) under the FDCA. Nonetheless,  
10 Dermavita falsely implies that the Accused Products meet the high standards for safety  
11 and efficacy mandated by the FDCA, thereby creating consumer confusion regarding the  
12 safety and efficacy of the Accused Products.

13 54. The FDA has expressed its concern “about drug claims made for products  
14 marketed as cosmetics, such as skin care products with anti-wrinkle or anti-aging claims  
15 that involve supposed effects on the structure or function of the skin.”<sup>2</sup>

16 55. On the WWW.DERMAVITA.NET website, Dermavita makes repeated drug  
17 claims regarding the Accused Products, including the six products specifically offered for  
18 sale in the United States. For example, Dermavita makes the following claims with  
19 regard to various of the Accused Products: “Boosts cellular metabolism,” “Stimulates  
20 fibroblast growth and collagen synthesis,” “Improves vital functions,” “Stimulates cells’  
21 metabolism,” has “Antioxidative properties,” is “Anti-inflammatory,” “Cleans and  
22 absorbs excess sebum,” “Removes all impurities and toxins,” and “Improves micro  
23 circulation and shrinks pores.”

24 56. These claims on the website located at WWW.DERMAVITA.NET misleadingly  
25 represent that the Accused Products are “drugs” as defined by Sections 201(g)(1)(B)  
26 and/or 201(g)(1)(C) of the FDCA (21 U.S.C. §§ 321(g)(1)(B), 321(g)(1)(C)), because,

27 \_\_\_\_\_  
28 <sup>2</sup> See WWW.FDA.GOV/COSMETICS/PRODUCTSINGREDIENTS/PRODUCTS/UCM388826.HTM (last  
visited April 5, 2017).



1 according to the website, they are intended for use in the diagnosis, cure, mitigation,  
2 treatment, or prevention of disease, or are articles intended to affect the structure or any  
3 function of the human body. *See* Exhibit B at 4-6, attached hereto and incorporated  
4 herein by reference.

5 **DIMA CORP.'S UNLAWFUL ACTIVITIES**

6 **Dima Corp. Had Knowledge Of Allergan's Rights In The JUVÉDERM Marks.**

7 57. By reason of Allergan's ownership of United States trademark registrations  
8 for the JUVÉDERM Marks, and at the time it commenced the activities complained of  
9 herein, Dima Corp. had, at minimum, constructive notice of Allergan's rights in and to  
10 the JUVÉDERM Marks, and on information and belief, had actual knowledge of  
11 Allergan and Allergan's rights in and to the JUVÉDERM Marks.

12 **Dima Corp. Has Intentionally Infringed Allergan's JUVÉDERM Marks.**

13 58. On information and belief, Dima Corp. was founded on or about October 8,  
14 2009, and is based in Luxembourg.

15 59. According to the LinkedIn profile for Dima Corp.'s founder and CEO,  
16 Dimitri Sillam, Dima Corp. appears to be affiliated with "Juvederm Lab," located in  
17 Paris, France. *See* Exhibit D attached hereto and incorporated herein by reference.

18 60. According to the False Press Release, Dima Corp. has acquired a license  
19 from Dermavita to use the "Juvederm" mark to immediately introduce products into the  
20 United States in connection with the Infringing Mark, and that the Accused Products will  
21 be available at more than 2,000 doctor's offices by June 2017. The False Press Release  
22 further states that Dima Corp. will introduce a "free 'Juvederm' app" that will "us[e]  
23 photo technology to generate a revolutionary skincare formula for the consumer." *See*  
24 Exhibit C.

25 61. The False Press Release further directs readers to WWW.JUVEDERMLAB.COM,  
26 which, on information and belief, is a domain registered by Dimitri Sillam.

1           62.     Dima Corp. operates a website at the URL WWW.DIMACORP.LU where it  
2 advertises that it has invested in “JUVEDERM Worldwide trademark registered in 89  
3 countries.”

4           63.     While Allergan has registered its JUVÉDERM Marks in almost 100  
5 countries, on information and belief, Dermavita has not. As a result, the statement that  
6 appears on Dima Corp.’s website is another example of Dima Corp.’s attempts to confuse  
7 the public into believing they are associated with Allergan when they are not.

8 **Dima Corp. Is Marketing The Accused Products Without FDA Approval.**

9           64.     The False Press Release advertises the Accused Products with “drug  
10 claims.” Specifically, the False Press Release advertises a “4-in-1 customized cream” as  
11 the “most active cream in the world with more than 17% active ingredients compared to  
12 3% in the best products.”

13           65.     These claims in the False Press Release misleadingly represent that the  
14 Accused Products are “drugs” as defined by Sections 201(g)(1)(B) and/or 201(g)(1)(C) of  
15 the FDCA (21 U.S.C. §§ 321(g)(1)(B), 321(g)(1)(C)), because, according to the False  
16 Press Release, they are intended for use in the diagnosis, cure, mitigation, treatment, or  
17 prevention of disease, or are articles intended to affect the structure or any function of the  
18 human body.

19           66.     The False Press Release also advertises a “free ‘Juvederm’ app” as “the most  
20 advanced high-tech diagnostic mobile application available, using photo technology to  
21 generate a revolutionary skincare formula for the consumer.” According to the False  
22 Press Release, “[a]fter the consumer takes a selfie and answers a few questions, the  
23 algorithm will choose 1 of 2 bases and 4 out of 11 active ingredients in order to create  
24 their customized cream.” Dima Corp.’s creation of a “diagnostic” application further  
25 confuses and misleads consumers as to the approved drug status of the Accused Products.

26           67.     Furthermore, mobile applications that analyze images to provide patient-  
27 specific diagnoses or treatment recommendations are themselves regulated as medical  
28 devices by the FDCA. Medical devices may not be marketed or sold in interstate

1 commerce without meeting FDA regulatory requirements, which may include premarket  
2 approval. FDA has required premarket review and clearance for similar mobile  
3 applications that use patient images to generate diagnoses or treatment recommendations.

4 68. On information and belief, by offering a “diagnostic” mobile application to  
5 generate a “customized” cream, Dima Corp.’s “Juvederm” app offers patient-specific  
6 analysis, provides patient-specific diagnosis, and offers treatment recommendations. On  
7 information and belief, the “free ‘Juvederm’ app” advertised in the False Press Release  
8 has not been cleared or approved by FDA review of a premarket submission or otherwise  
9 classified by the FDA. The False Press Release misleads consumers as to the approved  
10 device status of the diagnostic application by advertising a medical device without  
11 regulatory approval as required by the FDCA.

#### 12 **KBC MEDIA’S UNLAWFUL ACTIVITIES**

##### 13 **KBC Media Had Knowledge Of Allergan’s Rights In The JUVÉDERM Marks.**

14 69. By reason of Allergan’s ownership of United States trademark registrations  
15 for the JUVÉDERM Marks, and at the time it commenced the activities complained of  
16 herein, KBC Media had, at minimum, constructive notice of Allergan’s rights in and to  
17 the JUVÉDERM Marks, and on information and belief, had actual knowledge of  
18 Allergan and Allergan’s rights in and to the JUVÉDERM Marks.

##### 19 **KBC Media Has Intentionally Infringed, And Contributed To The Other** 20 **Defendants’ Infringement Of, Allergan’s JUVÉDERM Marks.**

21 70. KBC Media disseminated the False Press Release described above and  
22 attached hereto as Exhibit C.

23 71. In addition to disseminating the False Press Release, on information and  
24 belief, KBC Media has further promoted the Accused Products advertised in the False  
25 Press Release by sending emails directly to media outlets announcing the upcoming U.S.  
26 launch of the Accused Products and offering samples of them.

27 72. On information and belief, on behalf of Dermavita and Dima Corp., KBC  
28 Media disseminated the False Press Release and further promoted the Accused Products

1 through email communications despite its knowledge of Allergan's superior rights in the  
2 JUVÉDERM Marks and Allergan's preexisting business manufacturing, marketing and  
3 selling the JUVÉDERM Products, and despite its knowledge that Allergan's intellectual  
4 property rights would be infringed, and Allergan would be harmed, by KBC Media's  
5 dissemination of the False Press Release and the promotion and distribution of the  
6 Accused Products in the United States.

7 73. On information and belief, KBC Media provided its promotional services to  
8 Dermavita and Dima Corp. despite knowing of Allergan's superior rights to the  
9 JUVÉDERM Marks. On information and belief, KBC Media knew or had reason to  
10 know that representations made in the False Press Release were literally false or, at  
11 minimum, misleading, and moreover that the Infringing Mark used in connection with the  
12 Accused Products promoted by the False Press Release infringed Allergan's  
13 JUVÉDERM Marks. As a result of the foregoing, and because KBC Media controlled  
14 the dissemination of the False Press Release, KBC Media is subject to both direct and  
15 contributory liability under the Lanham Act.

16 **FIRST CLAIM FOR RELIEF**

17 **Infringement Of Federally-Registered Trademarks Against All Defendants**

18 74. Allergan repeats and realleges the allegations in the preceding paragraphs of  
19 this Complaint, inclusive, as if fully set forth herein.

20 75. The Infringing Mark is identical to Allergan's JUVÉDERM Marks, and is  
21 used on and in connection with products that are advertised to contain the same active  
22 ingredient and purportedly provide similar results as Allergan's JUVÉDERM Products.  
23 As a result, the Infringing Mark is confusingly similar to Allergan's JUVÉDERM Marks.

24 76. On information and belief, Defendants have engaged in the manufacture,  
25 offering for sale, and sale of the Accused Products under the Infringing Mark in interstate  
26 commerce and/or in commerce affecting interstate commerce.

1           77. Defendants' use of the Infringing Mark as a trademark in connection with  
2 the manufacture, distribution, advertising, offering for sale and sale of the Accused  
3 Products has been without the permission or authority of Allergan.

4           78. Defendants' use of the Infringing Mark as a trademark in connection with  
5 the manufacture, distribution, advertising, offering for sale and sale of the Accused  
6 Products has been with full knowledge of Allergan's rights in and to its JUVÉDERM  
7 Marks. Such acts are without Allergan's authority or consent, are intended to, have and  
8 are likely to continue to confuse consumers and members of the trade as to the source of  
9 the Accused Products, falsely suggest a connection or association between Allergan and  
10 Defendants, and dilute the trademark significance of the JUVÉDERM Marks.

11           79. Defendants' unlawful activities have resulted and will continue to result in  
12 irreparable harm and injury to Allergan, in that, among other things: (a) they deceive the  
13 relevant consuming public as to the origin of and authorization for the Accused Products;  
14 (b) they falsely represent a sponsorship or association between Allergan and Defendants;  
15 (c) they deprive Allergan of control over the nature, design and quality of products  
16 associated with the JUVÉDERM Marks; (c) they dilute the trademark significance of  
17 Allergan's JUVÉDERM Marks; (d) they injure Allergan's relationships with its  
18 customers; and (e) they wrongfully trade and capitalize upon Allergan's reputation and  
19 goodwill and the commercial value of the JUVÉDERM Marks while simultaneously  
20 diminishing it.

21           80. Allergan owns the federally registered and famous JUVÉDERM Marks,  
22 which Allergan used long before Defendants commenced use of the Infringing Mark in  
23 the United States.

24           81. Defendants' use of the Infringing Mark as alleged herein constitutes the use  
25 in commerce of a reproduction, copy, or colorable imitation of the registered  
26 JUVÉDERM Marks in connection with the sale, offering for sale, distribution, and  
27 advertisement of the Accused Products, which use is likely to cause confusion, to cause  
28

1 mistake, or to deceive as to the source or origin of the Accused Products, in violation of  
2 15 U.S.C. § 1114(1).

3 82. Allergan has no adequate remedy at law. Unless Defendants are  
4 preliminarily and permanently enjoined from committing the unlawful acts alleged  
5 herein, including the unauthorized use in commerce of the Infringing Mark, Allergan will  
6 continue to suffer irreparable harm in the form of, *inter alia*, loss of control over the  
7 goodwill associated with its JUVÉDERM Marks. Accordingly, Allergan is entitled to  
8 injunctive relief pursuant to 15 U.S.C. § 1116 restraining Defendants, their officers,  
9 agents and employees, and all persons acting in concert with them, from engaging in any  
10 further such acts of trademark infringement in violation of the Lanham Act.

11 83. Pursuant to 15 U.S.C. § 1117(a), Allergan is also entitled to recover  
12 damages it has sustained and will sustain as a result of Defendants' wrongful conduct,  
13 and the gains, profits and advantages that Defendants have obtained as a result of their  
14 wrongful conduct. At present, Allergan is unable to ascertain the full extent of its  
15 damages, or the gains, profits and advantages that Defendants have obtained by reason of  
16 their wrongful conduct described herein.

17 84. Defendants' conduct makes this an exceptional case under 15 U.S.C.  
18 § 1117(a) and, thus, Allergan is entitled to an award of attorneys' fees and costs.

19 **SECOND CLAIM FOR RELIEF**

20 **Unfair Competition In Violation Of Federal Law Against All Defendants**

21 85. Allergan repeats and realleges the allegations in the preceding paragraphs of  
22 this Complaint, inclusive, as if fully set forth herein.

23 86. Defendants' use of the Infringing Mark in connection with the Accused  
24 Products as alleged herein constitutes the use in commerce of a word, term, name,  
25 symbol, or device, which use is likely to cause confusion, or to cause mistake, or to  
26 deceive, as to the affiliation, connection, or association of Defendants with Allergan, or  
27 as to the origin, sponsorship, or approval of the Accused Products or Defendants'  
28 commercial activities by Allergan, in violation of 15 U.S.C. § 1125(a)(1).

1 87. Allergan has no adequate remedy at law. Unless Defendants are  
2 preliminarily and permanently enjoined from committing the unlawful acts alleged  
3 herein, including the unauthorized use in commerce of the Infringing Mark, Allergan will  
4 continue to suffer irreparable harm in the form of, *inter alia*, loss of control over the  
5 goodwill associated with its JUVÉDERM Marks. Accordingly, Allergan is entitled to  
6 injunctive relief pursuant to 15 U.S.C. § 1116 restraining Defendants, their officers,  
7 agents and employees, and all persons acting in concert with them, from engaging in any  
8 further such acts of unfair competition in violation of the Lanham Act.

9 88. Pursuant to 15 U.S.C. § 1117(a), Allergan is also entitled to recover  
10 damages it has sustained and will sustain as a result of Defendants' wrongful conduct,  
11 and the gains, profits and advantages that Defendants have obtained as a result of their  
12 wrongful conduct. At present, Allergan is unable to ascertain the full extent of its  
13 damages, or the gains, profits and advantages that Defendants have obtained by reason of  
14 their wrongful conduct described herein.

15 89. Defendants' conduct makes this an exceptional case under 15 U.S.C.  
16 § 1117(a) and, thus, Allergan is entitled to an award of attorneys' fees and costs.

17 **THIRD CLAIM FOR RELIEF**

18 **Dilution In Violation Of Federal Law Against All Defendants**

19 90. Allergan repeats and realleges the allegations in the preceding paragraphs of  
20 this Complaint, inclusive, as if fully set forth herein.

21 91. Allergan's JUVÉDERM Marks are widely recognized by the general  
22 consuming public of the United States as a designation of source of the goods or services  
23 of Allergan and have become famous in the United States, as a result of Allergan's  
24 exclusive use of the distinctive JUVÉDERM Marks in the United States beginning at  
25 least as early as 2007, coupled with its substantial promotion, advertising, and sales of  
26 products under the JUVÉDERM Marks.

1 92. The JUVÉDERM Marks were famous well before Defendants engaged in  
2 the acts alleged herein, and therefore the JUVÉDERM Marks are entitled to protection  
3 from dilution under 15 U.S.C. § 1125(c).

4 93. Defendants' use in commerce of the Infringing Mark in connection with the  
5 Accused Products is likely to or has diluted the JUVÉDERM Marks by blurring and/or  
6 tarnishment.

7 94. Allergan has no adequate remedy at law. Unless Defendants are  
8 preliminarily and permanently enjoined from committing the unlawful acts alleged  
9 herein, including the unauthorized use in commerce of the Infringing Mark, Allergan will  
10 continue to suffer irreparable harm in the form of, *inter alia*, loss of control over the  
11 goodwill associated with its JUVÉDERM Marks. Accordingly, Allergan is entitled to  
12 injunctive relief pursuant to 15 U.S.C. § 1116 restraining Defendants, their officers,  
13 agents and employees, and all persons acting in concert with them, from engaging in any  
14 further such acts of trademark dilution in violation of the Lanham Act.

15 95. Pursuant to 15 U.S.C. § 1117(a), Allergan is also entitled to recover  
16 damages it has sustained and will sustain as a result of Defendants' wrongful conduct,  
17 and the gains, profits and advantages that Defendants have obtained as a result of their  
18 wrongful conduct. At present, Allergan is unable to ascertain the full extent of its  
19 damages, or the gains, profits and advantages that Defendants have obtained by reason of  
20 their wrongful conduct described herein.

21 96. Defendants' conduct makes this an exceptional case under 15 U.S.C.  
22 § 1117(a) and, thus, Allergan is entitled to an award of attorneys' fees and costs.

23 **FOURTH CLAIM FOR RELIEF**

24 **Federal False Advertising Against All Defendants**

25 97. Allergan repeats and realleges the allegations in the preceding paragraphs of  
26 this Complaint, inclusive, as if fully set forth herein.

27 98. Defendants' dissemination of the False Press Release and advertising of the  
28 "Juvederm" products and mobile application constitute the use in commerce of a false or



1 misleading description of fact, or false or misleading representation of fact, which in  
2 commercial advertising or promotion, misrepresents the nature, characteristics, qualities,  
3 or geographic origin of the Accused Products in violation of 15 U.S.C. § 1125(a)(1)(b).

4 99. Specifically, on information and belief, the False Press Release conveys the  
5 literally false and misleading message to consumers that the Accused Products are in  
6 some way affiliated with, sponsored by or connected to Allergan's JUVÉDERM Products  
7 when they are not, by failing to distinguish the Accused Products from Allergan's  
8 JUVÉDERM Products and by failing to distinguish Defendants Dermavita and Dima  
9 Corp. from Allergan, the true owner the JUVÉDERM Marks in the United States. The  
10 statements contained in the False Press Release convey the false impression that Dima  
11 Corp. has acquired a license from Dermavita and/or Allergan to sell Allergan's  
12 JUVÉDERM Products, which it has not.

13 100. Similarly, the False Press Release and the websites operated by Dermavita  
14 convey the literally false and misleading message to consumers that the Accused  
15 Products are drugs as defined by the FDCA which have not, on information and belief,  
16 been approved by the FDA.

17 101. Furthermore, the False Press Release conveys the literally false and  
18 misleading message to consumers that the "Juvederm" mobile application is a medical  
19 device as defined by the FDCA which has not, on information and belief, been approved  
20 by the FDA.

21 102. On information and belief, the literally false and misleading statements  
22 contained in the False Press Release have deceived and have the tendency to deceive  
23 consumers as to the nature, quality, characteristics or source of the Accused Products and  
24 the "Juvederm" mobile application. In fact, at least one recipient of the False Press  
25 Release contacted Allergan to determine whether the Accused Products promoted in the  
26 press release were the JUVÉDERM Products.

27 103. On information and belief, the literally false and misleading representations  
28 made in the False Press Release are material to consumers in that they are likely to

1 influence consumers' purchasing decisions. The JUVÉDERM Products are injectable  
2 dermal fillers sold and administered by healthcare professionals, and as such, consumers  
3 make their decision to seek treatments with Allergan's JUVÉDERM Products based on  
4 their quality and reputation as being manufactured and sold by Allergan, the maker of  
5 JUVÉDERM<sup>®</sup>, BOTOX<sup>®</sup>, LATISSE<sup>®</sup> and other high-quality, reputable, popular, and  
6 importantly, FDA-approved Allergan products. As a result, consumers who are deceived  
7 by the False Press Release and Defendants' advertising of the Accused Products and  
8 "Juvederm" mobile application may be misled into purchasing the Accused Products  
9 thinking they are related to or affiliated with Allergan and the JUVÉDERM Products  
10 when they are not.

11 104. Furthermore, on information and belief, the literally false and misleading  
12 representations made in the False Press Release are material to consumers in that they are  
13 likely to influence consumers' purchasing decisions in that they will be misled to believe  
14 that the "Juvederm" mobile application has been approved by FDA when, on information  
15 and belief, it has not.

16 105. Allergan has been or is likely to be injured as a result of the false and  
17 misleading statements contained in the False Press Release and Defendants' advertising  
18 of the Accused Products and "Juvederm" mobile application, either by direct diversion of  
19 sales from itself to Defendants or by a lessening of the goodwill associated with its  
20 products. Consumers may purchase the Accused Products or use the "Juvederm" mobile  
21 application mistakenly believing the Accused Products to be the JUVÉDERM Products,  
22 or the "Juvederm" mobile application to be affiliated with Allergan, which will divert  
23 sales from Allergan and harm Allergan's reputation and the goodwill associated with its  
24 JUVÉDERM Products because the Accused Products are not the genuine JUVÉDERM  
25 Products and the "Juvederm" mobile application is not approved or sponsored by  
26 Allergan.

27 106. As a result of Defendants' dissemination of the false and misleading  
28 statements in the False Press Release and Defendants' advertising of the Accused

1 Products and “Juvederm” mobile application, Allergan has and will continue to suffer  
2 irreparable harm in the form of, *inter alia*, loss of control over the goodwill associated  
3 with its JUVÉDERM Marks. Accordingly, Allergan is entitled to injunctive relief  
4 pursuant to 15 U.S.C. § 1116 restraining Defendants, their officers, agents and  
5 employees, and all persons acting in concert with them, from engaging in any further  
6 such acts of false advertising in violation of the Lanham Act.

7 107. Pursuant to 15 U.S.C. § 1117(a), Allergan is also entitled to recover  
8 damages it has sustained and will sustain as a result of Defendants’ wrongful conduct,  
9 and the gains, profits and advantages that Defendants have obtained as a result of their  
10 wrongful conduct. At present, Allergan is unable to ascertain the full extent of its  
11 damages, or the gains, profits and advantages that Defendants have obtained by reason of  
12 their wrongful conduct described herein.

13 108. Defendants’ conduct makes this an exceptional case under 15 U.S.C.  
14 § 1117(a) and, thus, Allergan is entitled to an award of attorneys’ fees and costs.

15 **FIFTH CLAIM FOR RELIEF**

16 **Conspiracy Against All Defendants**

17 109. Allergan repeats and realleges the allegations in the preceding paragraphs of  
18 this Complaint, inclusive, as if fully set forth herein.

19 110. On information and belief, on or before March 17, 2017, the date the False  
20 Press Release was disseminated in the United States by KBC Media, Defendants  
21 knowingly and willingly conspired and agreed among themselves to commence the  
22 above-mentioned improper and unlawful scheme to confuse the public and interfere with  
23 Allergan’s well-established business conducted under its JUVÉDERM Marks.

24 111. On information and belief, Defendants knowingly and willingly conspired  
25 and agreed among themselves to engage in the acts described above for the purpose of  
26 trying to force Allergan to expend time, energy and money to stop Dermavita and Dima  
27 Corp. and/or to trade-off the goodwill associated with the JUVÉDERM Products and  
28

1 Marks and thus entice purchasers of Allergan's JUVÉDERM Products to purchase the  
2 Accused Products by mistake.

3 112. On information and belief, Dermavita and Dima Corp. did the acts and  
4 things herein alleged pursuant to, and in furtherance of, the conspiracy and the above-  
5 alleged agreement.

6 113. On information and belief, Dima Corp. furthered the conspiracy by agreeing  
7 to be a purported licensee of the Infringing Mark and by agreeing to offer for sale and/or  
8 import to the United States products bearing the Infringing Mark.

9 114. On information and belief, the last overt act in pursuance of the above-  
10 described conspiracy occurred on or about March 17, 2017, when Defendants issued the  
11 False Press Release, which was republished through various news media outlets.

12 115. As a proximate result of the wrongful acts herein alleged, Allergan has and  
13 will suffer irreparable injury, including without limitation, loss of goodwill and  
14 reputational injury, and monetary harm in an amount to be determined at trial.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff Allergan, Inc. prays for a judgment as follows:

17 1. That Defendants, and all persons in active concert or participation with  
18 them, or any of them, who receive actual notice of the injunctions prayed for herein by  
19 personal service or otherwise, be preliminarily and then permanently restrained and  
20 enjoined from:

- 21 a. Using the Infringing Mark, Allergan's JUVÉDERM Marks, or any  
22 colorable imitation of Allergan's JUVÉDERM Marks, or any designation  
23 that is confusingly similar thereto, on or in connection with the  
24 advertisement, promotion, offering for sale, sale or distribution of any  
25 goods, on or in connection with the advertisement, promotion, offering for  
26 sale, sale or rendition of any services, in connection with the conduct of  
27 any business, or as part of any domain name at any level;

1           b. Using Allergan’s JUVÉDERM Marks in any advertising accessible in the  
2           United States, that asserts, directly or indirectly, that the Accused Products  
3           are in any manner associated with Allergan’s JUVÉDERM Products, or  
4           from making any false or misleading description of fact, or false or  
5           misleading representation of fact, with regard to Allergan’s JUVÉDERM  
6           Products or any services associated therewith; and

7           c. Otherwise competing unfairly with Allergan;

8           2. That Defendants be ordered, pursuant to 15 U.S.C. § 1118, to deliver up to  
9           the Court for destruction or other disposition all labels, signs, prints, packages, wrappers,  
10          receptacles, advertisements and copies of websites in hard copy and computer readable  
11          form, bearing any of the designations whose use is enjoined under the injunctions prayed  
12          for herein, and all plates, molds, matrices, and other means of making the same;

13          3. That Defendants be ordered, pursuant to 15 U.S.C. § 1116(a), to file with the  
14          Court and serve upon counsel for Allergan, within thirty (30) days after the service on  
15          Defendants of the injunctions prayed for herein, a report in writing under oath setting  
16          forth in detail the manner and form in which they have complied with the injunctions;

17          4. That Defendants be ordered, pursuant to 15 U.S.C. § 1117(a) and the  
18          common law of California, to pay to Allergan the damages sustained by Allergan as a  
19          result of Defendants violations of the Lanham Act, and that the amount be enhanced  
20          according to the circumstances of the case;

21          5. That Defendants be ordered, pursuant to 15 U.S.C. § 1117(a), to pay to  
22          Allergan its attorneys’ fees and costs;

23          6. That Defendants be ordered to pay to Allergan any other damages as  
24          allowable by law, including without limitation, the cost of corrective advertising Allergan  
25          will necessarily need to employ to address the inevitable consumer confusion caused by  
26          Defendants’ unlawful acts;

27          7. That Dermavita be ordered to abandon with prejudice the ‘350 Application  
28          and the ‘292 Application; and



# **EXHIBIT A**

# United States of America

United States Patent and Trademark Office

## JUVEDERM

**Reg. No. 3,706,974** ALLERGAN, INC. (DELAWARE CORPORATION)  
Registered Nov. 3, 2009 2525 DUPONT DRIVE  
IRVINE, CA 92612

**Int. Cl.: 5** FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GLABELLAR LINES, FACIAL WRINKLES, ASYMMETRIES AND DEFECTS AND CONDITIONS OF THE HUMAN SKIN, ALL TO BE SOLD AND MARKETED ONLY TO LICENSED PHYSICIANS, SURGEONS, AND HEALTHCARE PROFESSIONALS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

**TRADEMARK**  
**PRINCIPAL REGISTER**

FIRST USE 12-31-2000; IN COMMERCE 8-31-2004.

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

OWNER OF U.S. REG. NO. 3,463,915.

SN 78-633,566, FILED 5-19-2005.

JOHN DWYER, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office



# United States of America

United States Patent and Trademark Office

## JUVEDERM VOLIFT

**Reg. No. 4,380,506**

ALLERGAN, INC. (DELAWARE CORPORATION)  
2525 DUPONT DRIVE  
IRVINE, CA 92612

**Registered Aug. 6, 2013**

**Int. Cl.: 5**

FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GLABELLAR LINES, FACIAL WRINKLES, ASYMMETRIES AND DEFECTS AND CONDITIONS OF THE HUMAN SKIN; BIOLOGICAL DERMAL IMPLANTS, NAMELY, VISCO-SUPPLEMENTATION SOLUTIONS FOR FILLING WRINKLES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

**TRADEMARK**

**PRINCIPAL REGISTER**

FIRST USE 9-13-2012; IN COMMERCE 9-13-2012.

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

OWNER OF U.S. REG. NO. 3,706,974.

SN 85-130,263, FILED 9-15-2010.

ELI HELLMAN, EXAMINING ATTORNEY



*Lisa Street Lee*

Acting Director of the United States Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## JUVEDERM VOLBELLA

**Reg. No. 4,380,507**

ALLERGAN, INC. (DELAWARE CORPORATION)  
2525 DUPONT DRIVE  
IRVINE, CA 92612

**Registered Aug. 6, 2013**

**Int. Cl.: 5**

FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GLABELLAR LINES, FACIAL WRINKLES, ASYMMETRIES AND DEFECTS AND CONDITIONS OF THE HUMAN SKIN; BIOLOGICAL DERMAL IMPLANTS, NAMELY, VISCO-SUPPLEMENTATION SOLUTIONS FOR FILLING WRINKLES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

**TRADEMARK**

**PRINCIPAL REGISTER**

FIRST USE 2-19-2013; IN COMMERCE 2-19-2013.

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

OWNER OF U.S. REG. NO. 3,706,974.

SN 85-130,270, FILED 9-15-2010.

ELI HELLMAN, EXAMINING ATTORNEY



*Lisa Street Lee*

Acting Director of the United States Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## JUVEDERM VOLUMA

**Reg. No. 4,481,317**

ALLERGAN, INC. (DELAWARE CORPORATION)  
2525 DUPONT DRIVE  
IRVINE, CA 92612

**Registered Feb. 11, 2014**

**Int. Cl.: 5**

FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GLABELLAR LINES, FACIAL WRINKLES, ASYMMETRIES AND DEFECTS AND CONDITIONS OF THE HUMAN SKIN; BIOLOGICAL DERMAL IMPLANTS, NAMELY, VISCO-SUPPLEMENTATION SOLUTIONS FOR FILLING WRINKLES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

**TRADEMARK**

**PRINCIPAL REGISTER**

FIRST USE 12-2-2013; IN COMMERCE 12-2-2013.

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

SN 77-368,471, FILED 1-10-2008.

MICHAEL ENGEL, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

# **EXHIBIT B**

The image is a screenshot of a web browser displaying the DermaVita website. The browser's address bar shows the URL "http://www.dermaVita.net/index.php". The website's header features the "DermaVita" logo on the left and a navigation menu on the right with links for "About Us", "History", "News", and social media icons for Facebook, Twitter, and LinkedIn. Below the logo, a horizontal menu contains buttons for "HOME", "HOME CARE", "COCKTAILS", "SKIN PELLINGS", "USA OFFERS", "CONTACT US", "EN", and "FR".

The main content area is divided into three columns, each with a title, an image, a short description, and a "Don't miss to see more..." button:

- Home Care:** Features a photograph of a woman's face. The text below the image reads "Love your skin".
- Anti-aging & Pigmentation:** Features an image of a cookie and a splash of water. The text below the image reads "Anti-aging & Pigmentation".
- Training Juvederm:** Features the logo for "Beauty Professional Academy Juvederm", which consists of a blue circle with stylized figures and the text "Beauty Professional Academy" in red and black.

At the bottom left of the page, the text "WHO ARE WE?" is visible in blue.

The screenshot shows a web browser window displaying the DermaVita website. The browser's address bar shows the URL <http://www.dermavita.net/cocktails.php>. The website header includes the DermaVita logo on the left and navigation links for 'About Us', 'History', 'News', and social media icons (Facebook, Twitter, LinkedIn) on the right. A main navigation menu below the header contains links for 'HOME', 'HOME CARE', 'COCKTAILS' (which is highlighted in a blue box), 'SKIN PEELINGS', 'USA OFFERS', 'CONTACT US', and language options 'EN' and 'FR'. A breadcrumb trail below the navigation menu reads 'Home / Cocktails & tools'. The main content area features the Juvederm logo on the left and the text 'Cocktails & tools' on the right. Below this text, three product boxes are displayed: a Juvederm VISAGE box, a DermaRoller box, and a Juvederm ELAT box. The footer of the website contains the text 'DermaVita © Copyright 2015 | All Rights Reserved.' and a secondary navigation menu with links for 'Home', 'Home care', 'Cocktails', 'Skin peelings', and 'Contact Us'.

http://www.derma-vita.net/usa-offers.php

USA offers

# DermaVita

HOME HOME CARE COCKTAILS SKIN PEELINGS USA OFFERS CONTACT US EN FR

## Juvederm USA offers

**VIA MESH**  
Dermis & sub-dermis  
Firming  
Anti-wrinkle  
Anti-aging  
Anti-oxidant

**VIA MESH**  
Dermis & sub-dermis  
Firming  
Anti-wrinkle  
Anti-aging  
Anti-oxidant

**NRG Mask**  
HYALURONIC ACID + COLLAGEN  
Moisturizing & Reconstructive  
BioCellulose Face Mask  
Atrophic Biotin Acid  
Hydratation et Re-structuration

**PUREST VISA**  
Anti-irritation  
Anti-rougeur  
Anti-rougeur  
Anti-rougeur

**PUREST VISA**  
Anti-irritation  
Anti-rougeur  
Anti-rougeur  
Anti-rougeur

**HYDRALIFT VISA**  
Hydratation  
Anti-irritation  
Anti-rougeur  
Anti-rougeur

**HYDRALIFT VISA**  
Hydratation  
Anti-irritation  
Anti-rougeur  
Anti-rougeur

**HYALURONIC ACID**  
Hydratation  
Anti-irritation  
Anti-rougeur  
Anti-rougeur

ge=1&product=21

Juvederm Hydralift Mask: S...

DermaVita

About Us History News

HOME HOME CARE COCKTAILS SKIN PEELINGS USA OFFERS CONTACT US EN FR

Home / USA Offers | USA Offers

### Juvederm Hydralift Mask:

## \$60.00

\$ 60.00

**Juvederm Hydralift Mask**  
Restores the skin, providing deep hydration

**Key Ingredients:**  
Algae extract,  $\beta$ -glucans, Hydroviton 24 complex

**Indication:**

- Stimulates fibroblast growth and collagen synthesis
- Improves vital functions
- Stimulates cells' metabolism
- Protects the epidermal water loss
- Smooths and strengthens the skin
- Provides deep hydration and extra radiance

**Usage:**  
Apply a thin layer of the mask on the face, avoiding eyes' contours. Leave it for 5-10 minutes and wash off with lukewarm water.

Category: [USA Offers](#), [USA Offers](#).




RELATED PRODUCTS

Juvederm NRG Cream: \$ 100.00



ge=1&product=22 Juvederm EyePerfector: \$100.00

# DermaVita

About Us History News   

[HOME](#)

[HOME CARE](#)

[COCKTAILS](#)

[SKIN PEELINGS](#)

[USA OFFERS](#)

[CONTACT US](#)

[EN](#)

[FR](#)

[Home](#) / [USA Offers](#) | [USA Offers](#)

## Juvederm EyePerfector: \$100.00

**\$ 100.00**

**Juvederm EyePerfector**  
Hydrates, reduces puffiness and dark circles

**Key Ingredients:**  
Fucogel®, Actiflow®, Frescolate®, Hamamelis extract, Glycerin

**Indication:**

- Reduces puffiness
- Hydrates
- Enhances the skin's softness and firmness
- Lightens the dark circles
- Antioxidative properties
- Anti-inflammatory
- Relaxing effect

**Usage:**  
Use morning to a perfectly make-up free eye contour area. Apply the small amount of the product by gently massaging with circular movements around the eyes.

Category: [USA Offers](#), [USA Offers](#).




### RELATED PRODUCTS

Juvederm NRG Cream: \$ 100.00

Juvederm NRG Serum: \$100.00

ge=1&product=20 Juvederm Purelift Mask: \$6...

# DermaVita

About Us History News   

HOME HOME CARE COCKTAILS SKIN PEELINGS USA OFFERS CONTACT US EN FR

Home / USA Offers | USA Offers

## Juvederm Purelift Mask:

### \$60.00

\$ 60.00

**Juvederm Purelift Mask**  
Soothes, hydrates and restores the skin

**Key Ingredients:**  
Kaoline,  $\beta$ -glucans from oats, Hydroviton 24 complex, Yarrow extract, Aloe Vera

**Indication:**

- Cleans and absorbs excess sebum
- Removes all impurities and toxins
- Acts as a gentle exfoliating scrub
- Protects the skin from aggressive environment
- Hydrates and restores the skin
- Stimulates fibroblast growth and collagen synthesis
- Anti-inflammatory effect
- Improves micro circulation and shrinks pores

**Usage:**  
Apply a thin layer of the mask on the face, avoiding eyes' contours. Leave it for 5-10 minutes and wash off with lukewarm water.

Category: USA Offers, USA Offers.

RELATED PRODUCTS

Juvederm NRG Cream: \$ 100.00

Juvederm NRG Serum: \$100.00

# **EXHIBIT C**

# DIMA CORP S.A Announces Juvederm Acquisition Launching Skincare Lines and App in the USA



Marketwired March 17, 2017

PARIS, FRANCE--(Marketwired - March 17, 2017) - DIMA CORP S.A is pleased to announce the acquisition of the Juvederm full license from DermaVita Company, to develop and market cosmetic products under the Juvederm trademark (No 014016737) worldwide, with an immediate launch in the United States of America.

DIMA CORP S.A, headquartered in Luxembourg and operating globally, has a sustained track record of success in the development and international distribution of cosmetic and medical devices. DIMA CORP S.A is committed to employing as many resources as necessary to meet the requirements of this immense opportunity, and to ensure a swift and successful entry to market.

DIMA CORP S.A.'s President, Dimitri Sillam, stated "We are prepared to bring a new dimension to the rapidly growing \$121 billion skincare market with sophisticated technologies that reimagine the skincare retail business."

The free "Juvederm" app is the most advanced high-tech diagnostic mobile application available, using photo technology to generate a revolutionary skincare formula for the consumer. After the consumer takes a selfie and answers a few questions, the algorithm will choose 1 of 2 bases and 4 out of 11 active ingredients in order to create their customized cream. Once the algorithm chooses the best combination, the consumer will have a map to find the closest doctor's office where they will have a complimentary consultation to confirm the selected active ingredients.

The 4-in-1 customized cream is the most active cream in the world with more than 17% active ingredients compared to 3% in the best products.

We believe that technology associated with an expert point-of-view will benefit the consumer by delivering targeted skincare for their specific needs, with 660 possible combinations.

"There is a multitude of creams on the market, but the consumer may not be aware of specific skin issues and therefore does not know the correct cream that is best for their skin. The free Juvederm app will solve these issues for women and men across the USA," stated Sillam.

The Juvederm skincare lines will be available exclusively in an anticipated 2000+ doctor's offices across the United States by June, 2017.

For more information, visit: [www.juvedermlab.com](http://www.juvedermlab.com)

#### **About Juvederm:**

All Juvederm formulations consist of scientifically researched and proven combinations of active ingredients that act in synergy to predict and optimize the results they were made to target. The products are developed for both professional and home use, produced in Europe and registered according to all standards corresponding to the European regulations for cosmetic products.

#### **About Dermavita:**

DermaVita is a company specialized in manufacturing, marketing and distribution of wide ranges of professional and home care cosmetic products, meso cocktails and skin peeling. In 1999 the company began production for the global market of aesthetic products, starting with the successful development of high quality products for home and professional use under the trademark «Juvederm».

#### **About DIMA CORP S.A:**

Founded in 2009 by Dimitri Sillam, DIMA CORP S.A is a Luxembourg-based fast-growing holding company which owns and operates several businesses around the world.

With a proven track record of success and a strong focus on the development and international distribution of cosmetic products and medical devices, DIMA CORP S.A has acquired a high level of expertise and strong knowledge of the US and international markets. DIMA CORP S.A has a particular appetite for the rapidly growing segment for post-treatment skincare sold at doctors' offices, particularly in the United States. With plans for a swift market-entry, DIMA CORP S.A remains committed to high performance and innovative, disruptive techniques and technologies.

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March 17, 2017 06:30 ET

HIGHLIGHTED LINKS

Juvederm Lab

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**CONTACT INFORMATION**

**Contact:**

Karen Ammond  
karen@kbcmedia.com  
Direct: 917-379-1430



News Room

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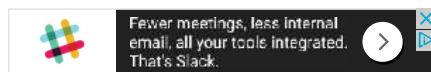
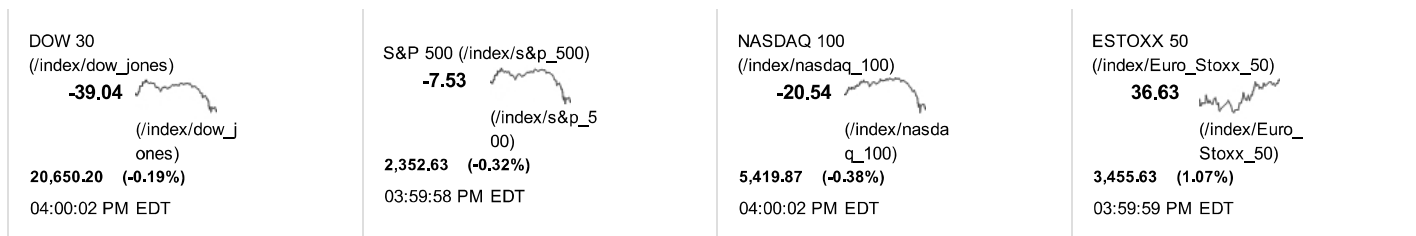
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Marketwire  
Mar. 17, 2017, 06:30 AM

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All Juvederm formulations consist of scientifically researched and proven combinations of active ingredients that act in synergy to predict and optimize the results they were made to target. The products are developed for both professional and home use, produced in Europe and registered according to all standards corresponding to the European regulations for cosmetic products.

**About Dermavita:**

DermaVita is a company specialized in manufacturing, marketing and distribution of wide ranges of professional and home care cosmetic products, meso cocktails and skin peelings. In 1999 the company began production for the global market of aesthetic products, starting with the successful development of high quality products for home and professional use under the trademark «Juvederm».

**About DIMA CORP S.A:**

Founded in 2009 by Dimitri Sillam, DIMA CORP S.A is a Luxembourg-based fast-growing holding company which owns and operates several businesses around the world.

With a proven track record of success and a strong focus on the development and international distribution of cosmetic products and medical devices, DIMA CORP S.A has acquired a high level of expertise and strong knowledge of the US and international markets. DIMA CORP S.A has a particular appetite for the rapidly growing segment for post-treatment skincare sold at doctors' offices, particularly in the United States. With plans for a swift market-entry. DIMA CORP S.A remains committed to high performance and innovative, disruptive techniques and technologies.

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**Do You Know What Your Last Name Means?**

Ancestry

(http://www.ancestry.com/s/77664/t32975/rd.ashx?utm\_source=taboola&utm\_term=businessinsider-marketinsider)  
(http://guthealthresearch.com/cmd.php?ad=738647&utm\_source=taboola&utm\_medium=referral)

**The Root Of All Stomach Problems?**

Perfect Biotics Supplement

(http://guthealthresearch.com/cmd.php?ad=738647&utm\_source=taboola&utm\_medium=referral)  
(https://ad.doubleclick.net/ddm/trackclk/N108408.1984505OUTBRAIN/B10718329.143023514;dc\_trk\_aid=315123069;dc\_trk\_cid=77345761;dc\_lat=;dc\_rdid=;tag\_for\_child\_directed\_treatment=?  
https://mortgage.quickenloans.com/lending/home-refinance/?moid=158627&providerId=14278393&sourceid=lmb-45945-85666&pkey1=businessinsider-  
marketinsider&pkey2=http%3A%2F%2Fcdn.taboola.com%2Fstatic%2Fthumbnails%2Fefe3d70ce7b67c8eedbeddfdfefac86f.jpg&pkey3=Pay+Off+Your+House+At+A+Furious+Pace+If+You+Owe+Less+Than+%24625%2C500)

**Pay Off Your House At A Furious Pace If You Owe Less Than \$625,500**

QuickenLoans

# **EXHIBIT D**



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### Dimitri Sillam

FOUNDER & CEO at DIMACORP  
Paris Area, France | Health, Wellness and Fitness

500+ connections

Current	Juvederm Lab, LAZEO
Previous	Grantoo, Oriental People
Education	Harvard University
Recommendations	2 people have recommended Dimitri
Websites	Company Website

#### Search by name

Over 400 million professionals are already on LinkedIn. Find who you know.




Example: [Jeff Weiner](#)

#### Public profile badge

Include this LinkedIn profile on other websites

[View profile badges](#)

## View Dimitri's full profile. It's free!

Your colleagues, classmates, and 400 million other professionals are on LinkedIn.

[View Dimitri's Full Profile](#)

#### People Also Viewed



**Alysée HUON**  
Graphiste Web et Print



**Pascale Poissenot**  
Business Development



**Melody Madar**  
CEO & Founder - Les Éclaireuses, Groupe Orava



**Barbara Weisz**  
VP, International Operations and Founder at Groupon

**LIU Yanying christine**  
Asia Pacific Marketing Director at Surface Paris Laboratoires

**Caroline Keslassy**  
Founder CK design edition

**Travis Wallis**  
Co-Founder, Outbound Partners | Data Driven, Lead Generation and Sales

**Marianne Brass**  
International Marketing Manager / Beauty & Fragrances

**Alexandre Taisne**  
VP Groupon EMEA National Business

#### Experience

##### CEO

Juvederm Lab  
January 2017 – Present (3 months) | Paris Area, France  
Aftercare skincare products

##### Founder and CEO

LAZEO  
September 2009 – Present (7 years 7 months)  
Leader in Hair laser removal industry in France.  
We also trade medical devices in over 45 countries.

##### Co-founder

Grantoo  
February 2011 – December 2013 (2 years 11 months) | San Francisco Bay Area  
Grantoo brings Fortune 500 advertising to casual mobile games through brand sponsored tournaments; players enter for free and win prizes and charity donations. For brands they offer a unique way to engage with high value users in a way that builds brand equity drives actions and gathers deep data. For games they increase monetization (+20%) through premium advertising that adds to the game experience and drive re-engagement by hosting unique events on games, while supporting server-side their infrastructure.

##### Founder & CEO

Oriental People  
January 2006 – June 2008 (2 years 6 months)

#### Languages



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## Spanish

### Skills

- Business Strategy
- Social Media
- Photoshop
- Social Games
- Monetization
- Entrepreneurship
- Venture Capital
- Start-ups
- Java
- Mobile Games
- Angel Investing
- Social Commerce
- Internet Entrepreneur
- Online Gaming
- Affiliate Marketing

### Education

#### Harvard University

Master's degree, Strategic negotiations  
2007 – 2008

Economics and Business Administration  
Activities and Societies: Corporate Strategy Negotiation (military, political, economic) Financial Strategy

BA, Economics and Business Administration  
2005 – 2008

### Recommendations

A preview of what LinkedIn members have to say about Dimitri:

“ Dimitri is a fantastic entrepreneur, a great “online&connected” businessman and a reliable partner. It has been a pleasure to have him as a client/merchant partner as...

[See more](#)

“ Dimitri is a visionary in the mobile world. His company will change the world forever and it's a pleasure to take part in that journey. Two words will soon be a part of...

[See more](#)

[Sign up to see who recommended Dimitri](#)

## View Dimitri's full profile to...

- See who you know in common
- Get introduced
- Contact Dimitri directly

[View Dimitri's Full Profile](#)

LinkedIn member directory: [a](#) [b](#) [c](#) [d](#) [e](#) [f](#) [g](#) [h](#) [i](#) [j](#) [k](#) [l](#) [m](#) [n](#) [o](#) [p](#) [q](#) [r](#) [s](#) [t](#) [u](#) [v](#) [w](#) [x](#) [y](#) [z](#) [more](#) | [Browse members by country](#)

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# **Exhibit 2**

1 RAINES FELDMAN LLP  
 2 Erik S. Syverson (Bar No. 221933)  
 esyverson@raineslaw.com  
 3 Scott M. Lesowitz (Bar No. 261759)  
 4 slesowitz@raineslaw.com  
 1800 Avenue of the Stars, Twelfth Floor  
 5 Los Angeles, CA 90067  
 6 Telephone: (310) 440-4100  
 7 Facsimile: (310) 691-1943

8 Attorneys for Dima Corp. S.A. and KBC Media  
 9 Relations LLC

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA

12 ALLERGAN, INC.,

13  
 14 Plaintiff,

15 vs.

16 DERMAVITA LIMITED  
 17 PARTNERSHIP;  
 18 DIMA CORP. S.A.; and  
 19 KBC MEDIA RELATIONS LLC,

20 Defendants.

21 Defendants

Case No. 8:17-cv-619-CJC

**DEFENDANT DIMA CORP. S.A.’S  
 ANSWER TO THE COMPLAINT**

1 Defendant Dima Corp. S.A. (“Defendant”) responds to Plaintiff Allergan,  
2 Inc.’s, Complaint, and aver as follows. Except as expressly admitted, alleged, or  
3 averred, Defendant expressly denies each and every allegation of the Complaint.

4 **DEFENDANT DIMA CORP S.A.’S RESPONSE TO THE ALLEGATIONS IN**  
5 **PLAINTIFF’S COMPLAINT**

6 1. In response to paragraph 1, Defendant is without knowledge or  
7 information sufficient to respond to its allegations, and on that basis, deny each and  
8 every allegation contained therein.

9 2. In response to paragraph 2, other than the quoted text in the paragraph,  
10 Defendant denies the allegations of paragraph 2.

11 3. Defendant admits the allegations of paragraph 3.

12 4. Defendant denies the allegations of paragraph 4.

13 5. Paragraph 5 merely consists of legal assertions.

14 6. Paragraph 6 merely consists of legal assertions.

15 7. Paragraph 7 does not pertain to Defendant.

16 8. Paragraph 8 does not pertain to Defendant, but Defendant denies the  
17 allegations.

18 9. As to the time of the Complaint, the allegations of paragraph 9 are  
19 false.

20 10. Defendant denies the allegations of paragraph 10.

21 11. Defendant denies the allegations of paragraph 11.

22 12. Defendant denies the allegations of paragraph 12.

23 13. In response to paragraph 13, Defendant is without knowledge or  
24 information sufficient to respond to its allegations, and on that basis, deny each and  
25 every allegation contained therein.

26 14. Paragraph 14 does not pertain to Defendant.

27 15. Defendant admits the allegations of paragraph 15.

28 16. Paragraph 16 does not pertain to Defendant.



1           17. In response to paragraph 17, Defendant is without knowledge or  
2 information sufficient to respond to its allegations, and on that basis, deny each and  
3 every allegation contained therein.

4           18. In response to paragraph 18, Defendant is without knowledge or  
5 information sufficient to respond to its allegations, and on that basis, deny each and  
6 every allegation contained therein.

7           19. In response to paragraph 19, Defendant is without knowledge or  
8 information sufficient to respond to its allegations, and on that basis, deny each and  
9 every allegation contained therein.

10          20. In response to paragraph 20, Defendant is without knowledge or  
11 information sufficient to respond to its allegations, and on that basis, deny each and  
12 every allegation contained therein.

13          21. Defendant denies the allegations of paragraph 21.

14          22. In response to paragraph 22, Defendant is without knowledge or  
15 information sufficient to respond to its allegations, and on that basis, deny each and  
16 every allegation contained therein.

17          23. In response to paragraph 23, Defendant is without knowledge or  
18 information sufficient to respond to its allegations, and on that basis, deny each and  
19 every allegation contained therein.

20          24. In response to paragraph 24, Defendant is without knowledge or  
21 information sufficient to respond to its allegations, and on that basis, deny each and  
22 every allegation contained therein.

23          25. In response to paragraph 25, Defendant is without knowledge or  
24 information sufficient to respond to its allegations, and on that basis, deny each and  
25 every allegation contained therein.

26          26. In response to paragraph 26, Defendant is without knowledge or  
27 information sufficient to respond to its allegations, and on that basis, deny each and  
28 every allegation contained therein.

1           27. Defendant denies that any infringement has occurred. As to the other  
2 allegations in paragraph 27, Defendant is without knowledge or information  
3 sufficient to respond to its allegations, and on that basis, deny each and every  
4 allegation contained therein.

5           28. In response to paragraph 28, Defendant is without knowledge or  
6 information sufficient to respond to its allegations, and on that basis, deny each and  
7 every allegation contained therein.

8           29. In response to paragraph 29, Defendant is without knowledge or  
9 information sufficient to respond to its allegations, and on that basis, deny each and  
10 every allegation contained therein.

11          30. Paragraph 30 does not pertain to Defendant.

12          31. Defendant denies the allegations of paragraph 31.

13          32. Defendant denies the allegations of paragraph 32.

14          33. Paragraph 33 does not pertain to Defendant.

15          34. Paragraph 34 does not pertain to Defendant.

16          35. Paragraph 35 does not pertain to Defendant.

17          36. Paragraph 36 does not pertain to Defendant.

18          37. Paragraph 37 does not pertain to Defendant.

19          38. In response to paragraph 38, Defendant denies that any infringement  
20 has occurred.

21          39. In response to paragraph 39, Defendant denies that any infringement  
22 has occurred.

23          40. Paragraph 40 does not pertain to Defendant.

24          41. Paragraph 41 does not pertain to Defendant.

25          42. Paragraph 42 does not pertain to Defendant.

26          43. In response to paragraph 43, Defendant objects that the phrase “issued  
27 a press release through” is vague and ambiguous and does not admit or deny as to  
28

1 that phrase. Defendant denies that the press release was false. Defendant admits the  
2 other allegations.

3 44. In response to paragraph 44, Defendant denies that the press release  
4 was false. Defendant admits the other allegations.

5 45. Defendant denies the allegations of paragraph 45.

6 46. Defendant denies the allegations of paragraph 46.

7 47. Defendant denies the allegations of paragraph 47.

8 48. Defendant denies the allegations of paragraph 48.

9 49. Defendant denies the allegations of paragraph 49.

10 50. Defendant denies the allegations of paragraph 50.

11 51. In response to paragraph 51, Defendant is without knowledge or  
12 information sufficient to respond to its allegations, and on that basis, deny each and  
13 every allegation contained therein.

14 52. Defendant denies the allegations of paragraph 52.

15 53. Defendant denies the allegations of paragraph 53.

16 54. In response to paragraph 54, Defendant is without knowledge or  
17 information sufficient to respond to its allegations, and on that basis, deny each and  
18 every allegation contained therein.

19 55. In response to paragraph 55, Defendant is without knowledge or  
20 information sufficient to respond to its allegations, and on that basis, deny each and  
21 every allegation contained therein.

22 56. In response to paragraph 56, Defendant is without knowledge or  
23 information sufficient to respond to its allegations, and on that basis, deny each and  
24 every allegation contained therein.

25 57. Defendant denies the allegations of paragraph 57.

26 58. Defendant admits the allegations of paragraph 58.

27 59. Defendant objects that the allegations of paragraph 59 are vague and  
28 ambiguous, and on that basis, denies the allegations of paragraph 59.

1           60. In regards to paragraph 60, Defendant denies that the press release was  
2 false. Defendant objects that the document referenced speaks for itself.

3           61. In regards to paragraph 61, Defendant denies that the press release was  
4 false. Defendant admits the other allegations of paragraph 61.

5           62. Defendant admits the allegations of paragraph 62.

6           63. Defendant denies the allegations of paragraph 63.

7           64. Defendant denies the allegations of paragraph 64.

8           65. Defendant denies the allegations of paragraph 65.

9           66. Defendant admits the allegations of the first sentence paragraph 66. As  
10 to the second sentence of paragraph 66, Defendant denies that the press release  
11 false, but admits as to the rest of the sentence. Defendant denies the allegations of  
12 the third and final sentence of paragraph 66.

13           67. Defendant denies the allegations of paragraph 67.

14           68. Defendant denies the allegations of paragraph 68.

15           69. In response to paragraph 69, Defendant is without knowledge or  
16 information sufficient to respond to its allegations, and on that basis, deny each and  
17 every allegation contained therein.

18           70. In response to paragraph 70, Defendant objects that the word  
19 “disseminated” is vague and ambiguous. Defendant denies that the press release  
20 was false.

21           71. Defendant denies the allegations of paragraph 71.

22           72. In response to paragraph 72, Defendant objects that the word  
23 “disseminated” is vague and ambiguous. Defendant denies that the press release  
24 was false. Defendant denies the allegations of paragraph 72.

25           73. Defendant denies the allegations of paragraph 73.

26           74. Defendant restates its responses above.

27           75. Defendant denies the allegations of paragraph 75.

28           76. Defendant denies the allegations of paragraph 76.

1           77. In response to paragraph 77, Defendant is not infringing Plaintiff's  
2 alleged marks and does not need any permission or authority of Plaintiff.

3           78. Defendant denies the allegations of paragraph 78.

4           79. Defendant denies the allegations of paragraph 79.

5           80. In response to paragraph 80, Defendant is without knowledge or  
6 information sufficient to respond to its allegations, and on that basis, deny each and  
7 every allegation contained therein.

8           81. Defendant denies the allegations of paragraph 81.

9           82. Defendant denies the allegations of paragraph 82.

10          83. Defendant denies the allegations of paragraph 83.

11          84. Defendant denies the allegations of paragraph 84.

12          85. Defendant restates its responses above.

13          86. Defendant denies the allegations of paragraph 86.

14          87. Defendant denies the allegations of paragraph 87.

15          88. Defendant denies the allegations of paragraph 88.

16          89. Defendant denies the allegations of paragraph 89.

17          90. Defendant restates its responses above.

18          91. In response to paragraph 91, Defendant is without knowledge or  
19 information sufficient to respond to its allegations, and on that basis, deny each and  
20 every allegation contained therein.

21          92. Defendant denies the allegations of paragraph 92.

22          93. Defendant denies the allegations of paragraph 93.

23          94. Defendant denies the allegations of paragraph 94.

24          95. Defendant denies the allegations of paragraph 95.

25          96. Defendant denies the allegations of paragraph 96.

26          97. Defendant restates its responses above.

27          98. Defendant denies the allegations of paragraph 98.

28          99. Defendant denies the allegations of paragraph 99.

- 1 100. Defendant denies the allegations of paragraph 100.
- 2 101. Defendant denies the allegations of paragraph 101.
- 3 102. Defendant denies the allegations of paragraph 102.
- 4 103. Defendant denies the allegations of paragraph 103.
- 5 104. Defendant denies the allegations of paragraph 104.
- 6 105. Defendant denies the allegations of paragraph 105.
- 7 106. Defendant denies the allegations of paragraph 106.
- 8 107. Defendant denies the allegations of paragraph 107.
- 9 108. Defendant denies the allegations of paragraph 108.
- 10 109. Defendant restates its responses above.
- 11 110. Defendant denies the allegations of paragraph 110.
- 12 111. Defendant denies the allegations of paragraph 111.
- 13 112. Defendant denies the allegations of paragraph 112.
- 14 113. Defendant denies the allegations of paragraph 113.
- 15 114. Defendant denies the allegations of paragraph 114.
- 16 115. Defendant denies the allegations of paragraph 115.

17 **DEFENDANTS' AFFIRMATIVE DEFENSES TO THE COMPLAINT**

18 **First Affirmative Defense**

19 **(Waiver)**

20 1. Plaintiff has engaged in conduct and activities sufficient to constitute  
21 waiver and release of some or all claims that Plaintiff may have or may have had  
22 against Defendants arising from the transactions and occurrences set forth in the  
23 Complaint.

24 **Second Affirmative Defense**

25 **(Estoppel)**

26 2. Plaintiff's claims are barred, in whole or in part, by estoppel.

27 **Third Affirmative Defense**

28 **(Lack of Personal Jurisdiction)**

1 3. The Court lacks personal jurisdiction over Defendant.

2 **Fourth Affirmative Defense**

3 **(Improper Forum/Venue)**

4 4. Plaintiff is bound to pursue administrative remedies.

5 **Fifth Affirmative Defense**

6 **(Res Judicata/Collateral Estoppel)**

7 5. Plaintiff's claims are barred by the doctrines of res judicata and  
8 collateral estoppel.

9 **(Reservation of Right to Assert Additional Defenses)**

10 6. Defendant presently has insufficient knowledge or information on  
11 which to form a belief as to whether there may be additional, as of yet unstated  
12 affirmative defenses. Thus, to the extent this Court may have jurisdiction herein,  
13 and subject to discovery in this action, Defendant expressly reserves its right to  
14 assert additional affirmative defenses.

15  
16 WHEREFORE, Defendant prays as follows:

17 1. That Plaintiff take nothing by reason of its complaint, that judgment be  
18 rendered in favor of Defendant;

19 2. That Defendant be awarded its costs of suit and attorneys' fees incurred in  
20 defense of this action; and

21 3. For such other relief as the Court deems proper.

22  
23 Dated: May 24, 2017

RAINES FELDMAN LLP

By: /s/ Scott M. Lesowitz

SCOTT M. LESOWITZ

Attorneys for Defendants Dima Corp. S.A.  
and KBC Media Relations LLC

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 1800 Avenue of the Stars, 12<sup>th</sup> Floor, Los Angeles, CA 90067.

On May 24, 2017, I served the following documents on the interested parties in this action: **DEFENDANT DIMA CORP. S.A.’S ANSWER TO THE COMPLAINT** by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Kenneth L. Wilton *Attorneys for Plaintiff*  
SEYFARTH SHAW LLP  
2029 Century Park East, Suite 3500  
Los Angeles, CA 90067-3021

Carrie P. Price  
SEYFARTH SHAW LLP  
560 Mission Street, Suite 3100  
San Francisco, CA 94105-2930

(BY CM/ECF) I hereby certify that I electronically filed the foregoing with the United States District Court Central District by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

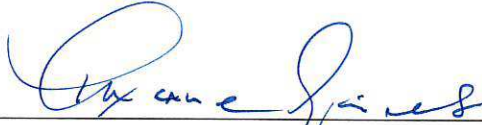
(BY E-MAIL) A true and correct copy of the foregoing document(s) was/were transmitted to the electronic mail address(es) on the service list above. The document(s) was/were served electronically and the transmission was reported as completed without error.

(BY MAIL) I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I placed such envelope with postage thereon prepaid in the United States mail at Los Angeles, California. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in Los Angeles, California in the ordinary course of business.

(FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Executed on May 24, 2017, at Los Angeles, California.

  
\_\_\_\_\_  
Roxanne Gaines

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# **Exhibit 3**

1 SEYFARTH SHAW LLP  
KENNETH L. WILTON (SBN 126557)  
2 E-mail: kwilton@seyfarth.com  
2029 Century Park East, Suite 3500  
3 Los Angeles, California 90067-3021  
Telephone: (310) 277-7200  
4 Facsimile: (310) 201-5219

5 LAUREN M. GREGORY\*  
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Atlanta, GA 30309-3958  
7 Telephone: (404) 885-1500  
Facsimile: (404) 892-7056

8 \*admitted pro hac vice

9 Attorneys for Plaintiff  
10 ALLERGAN, INC.

11 SYVERSON, LESOWITZ & GEBELIN LLP  
ERIK S. SYVERSON (Bar No. 221933)  
12 eriksyverson@syversonlaw.com  
SCOTT M. LESOWITZ (Bar No. 261759)/  
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2029 Century Park East, Ste. 2910  
14 Los Angeles, CA 90067  
Tel. 310-440-4100  
15 Fax 310-341-3076

16 Attorneys for Defendants  
DIMA CORP. S.A. and  
17 KBC MEDIA RELATIONS LLC

18  
19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA  
21 SOUTHERN DIVISION

22  
23 ALLERGAN, INC,  
24 Plaintiff,  
25 v.  
26 DERMAVITA LIMITED PARTNERSHIP,  
DIMA CORP. S.A., and  
27 KBC MEDIA RELATIONS LLC,  
28 Defendants.

Case No. 8:17-cv-619-CJC (DFMx)

**JOINT STIPULATION OF  
DISMISSAL OF KBC MEDIA  
RELATIONS LLC WITHOUT  
PREJUDICE**

Hon. Cormac J. Carney



**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On March 1, 2018, I served the within document(s):

**JOINT STIPULATION OF DISMISSAL OF KBC MEDIA RELATIONS LLC WITHOUT PREJUDICE**

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- electronically by using the Court's ECF/CM System.

Hayes F. Michel  
Krakowsky Michel LLP  
1925 Century Park East, Suite 2050  
Los Angeles, CA 90067  
hmichel@krakowskymichel.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 1, 2018, at Los Angeles, California.

  
\_\_\_\_\_  
Jeffrey Gimble

## Gimble, Jeffrey

---

**From:** cacd\_ecfmail@cacd.uscourts.gov  
**Sent:** Thursday, March 1, 2018 5:25 PM  
**To:** ecfnef@cacd.uscourts.gov  
**Subject:** Activity in Case 8:17-cv-00619-CJC-DFM Allergan Inc v. Dermavita Limited Partnership et al Notice of Voluntary Dismissal of Party(ies) (Pursuant to FRCP 41a(1))

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

### Notice of Electronic Filing

The following transaction was entered by Wilton, Kenneth on 3/1/2018 at 5:24 PM PST and filed on 3/1/2018

**Case Name:** Allergan Inc v. Dermavita Limited Partnership et al

**Case Number:** [8:17-cv-00619-CJC-DFM](#)

**Filer:** Allergan Inc

**Document Number:** [79](#)

#### Docket Text:

**[NOTICE OF DISMISSAL filed by Plaintiff Allergan Inc pursuant to FRCP 41a\(1\) as to Allergan Inc. \(Wilton, Kenneth\)](#)**

#### **8:17-cv-00619-CJC-DFM Notice has been electronically mailed to:**

Kenneth L Wilton kwilton@seyfarth.com, JGimble@seyfarth.com, laxdocket@seyfarth.com

Lauren M Gregory lgregory@seyfarth.com, atldocket@seyfarth.com, mherring@seyfarth.com

Scott Michael Lesowitz scott@syversonlaw.com, steve@syversonlaw.com

**8:17-cv-00619-CJC-DFM Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :**

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Jt Stip of Dismissal of KBC Media.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=3/1/2018] [FileNumber=25110588-0]  
[b720dbebeb8c7729775fa31512413ce0e779ecb2b71d49261e09ac036ceff84ee57e  
cc9fb8d4169e1a34565ba5cf24cc89480b5812b932d30dd023db0029c2b9]]

# **Exhibit 4**



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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

ALLERGAN, INC.,

Plaintiff,

vs.

DERMAVITA LIMITED  
PARTNERSHIP;  
DIMA CORP. S.A.; and  
KBC MEDIA RELATIONS LLC,

Defendants.

Case No. 8:17-cv-619-CJC

**ORDER GRANTING  
PRELIMINARY INJUNCTIVE  
RELIEF**

1 The Court has reviewed Allergan, Inc. (“Allergan”), and Dima Corp. S.A.’s  
2 (“Dima Corp.”) Stipulation for Preliminary Injunctive Relief. Good cause existing,  
3 the Court APPROVES THE STIPULATION and ORDERS THAT, pending entry  
4 of a final judgement in this action, Dima Corp., and its agents, servants, officers,  
5 directors, members, managers, successors, assignors/assignees, all those acting on  
6 Dima Corp.’s behalf or in active concert or participation with it and that have notice  
7 of this injunction, are enjoined from performing any of the following acts in the  
8 United States or targeting them at the United States:

9 (i) referencing, mentioning, and/or using in any way the JUVÉDERM®  
10 Marks (which include JUVÉDERM, JUVÉDERM ULTRA, JUVÉDERM  
11 VOLUMA, JUVÉDERM VOLBELLA and JUVÉDERM VOLIFT) that Allergan  
12 contends it owns in connection with the marketing, sale, or offering for sale of any  
13 of Dima Corp.’s products in the United States or in commerce affecting the United  
14 States;

15 (ii) referencing, mentioning and/or using in any way the JUVÉDERM® Marks  
16 that Allergan contends it owns or any other marks confusingly-similar to them;

17 (iii) advertising, marketing, or describing Dima Corp.’s products, services,  
18 business or trademarks including via the Internet, in any manner likely to mislead or  
19 confuse consumers as to the source or affiliation of such products as emanating from  
20 or being affiliated with Allergan or Allergan’s products (merely maintaining a  
21 website accessible from the United States does not violate this provision);

22 (iv) making available for download in the United States Dima Corp.’s  
23 “JUVEDERM” mobile app from iTunes or any other app store or website; and

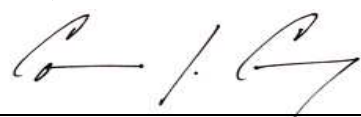
24 (v) importing into the United States and selling to customers within the  
25 United States any product bearing the mark “JUVEDERM” or any other mark  
26 confusingly-similar to it, including without limitation, the products advertised on the  
27 website JUVEDERMLAB.COM and through the mobile app.

28

1 The Court further finds that Plaintiff's Motion for Preliminary Injunction  
2 against Defendant Dima Corp. S.A. is moot in light of the instant order and is  
3 therefore **denied without prejudice**. This order is made without prejudice to Dima  
4 Corp. moving to vacate the preliminary injunctive relief in the future.

5 \*The Court further orders the hearing on August 7, 2017 is **vacated**.

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7 Dated: July 21, 2017



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CORMAC J. CARNEY  
United States District Judge

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# **Exhibit 5**

# 1266937- JUVEDERM

Full details

Current Status

English

**180** Expected expiration date of the registration/renewal

17.06.2025

**151** Date of the registration

17.06.2015

**270** Language of the application

English

**732** Name and address of the holder of the registration

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Corniche Mazraa,

General Street,

Al Jichy Building (Lebanon Gulf Bank), 4th Floor

Beirut (LB)

**812** Contracting State or Contracting Organization in the territory of which the holder has a real and effective industrial or commercial establishment

EM

**842** Legal nature of the holder (legal entity) and State, and, where applicable, territory within that State where the legal entity is organized

Limited partnership, Lebanon

**740** Name and address of the representative

Ivan Nikolov Ivanov

M.Kiril Vidinski 8, office 2

Sofia (BG)

**770** Name and address of the previous holder

DERMAVITA limited partnership

Spears str.,

Al Itihad building. Floor 6,

Mussaitbeh, Al Sanayeh

Beirut (LB)

**540** Mark

JUVEDERM

**541** Reproduction of the mark where the mark is represented in standard characters

**511** International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) - NCL(10-2015)

03 Cosmetics for professional use and for use by the end consumer; cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet, and neck), oils for cosmetic purposes; cosmetic kits, cosmetic products and preparations for skin care; cosmetic masks, cosmetics, cosmetic preparations for slimming purposes, cosmetics for exfoliation, cosmetic peelings, cosmetics for smoothing the skin; cosmetics for hair conditioning and care of the hair and scalp; cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); cosmetic preparations for skin whitening, skin whitening creams, bleaching preparations (decolorants) for cosmetic purposes, cosmetics for lightening the skin, cosmetics for perfecting the complexion; anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin

lightening cosmetics, cosmetic preparations for skin hydration, cosmetics for toning the skin; essential oils and aromatic extracts; toiletries; cleaning and fragrancing preparations.

35 Advertising, marketing and promotional services; commercial trading and consumer information services; business analysis, research and information services.

44 Human hygiene and beauty care; hygienic and beauty care; human hygiene and beauty care.

**821 Basic application**

EM, 30.04.2015, 014016737

**300 Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin**

EM, 30.04.2015, 014016737

**832 Designation(s) under the Madrid Protocol**

AM - AZ - BH - CN - CU - EG - GE - IN - IR - IS - KE - KZ - MG - MN - MZ - OA - OM - RU - SD - SM - SY - TJ - TM - US - ZM - ZW

**527 Indications regarding use requirements**

IN - MZ - US

## Transaction History

EXPAND none

# **Exhibit 6**





# OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (OHIM)

## APPLICATION FOR A DECLARATION OF INVALIDITY OF A COMMUNITY TRADE MARK

Mod.011

Number of pages (including this one) <span style="border: 1px solid black; padding: 2px 5px;">4</span>	<b>Applicant/representative reference (not more than 20 characters)</b> R001346EM																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px;"><b>Applicant</b></td> <td style="width: 35%; padding: 5px;"> <b>ID number</b> <span style="border: 1px solid black; padding: 2px 5px;">384709</span> </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> multiple applicants         </td> </tr> <tr> <td style="padding: 5px;"> <b>Name of legal entity or first name and surname</b> </td> <td colspan="2" style="padding: 5px;">Allergan Holdings France</td> </tr> <tr> <td style="padding: 5px;"> <b>Legal form of the entity</b> </td> <td colspan="2" style="padding: 5px;">SAS (société anonyme par actions simplifiée)</td> </tr> <tr> <td style="padding: 5px;"> <b>Tel, fax, e-mail</b> </td> <td colspan="2" style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"> <b>Address</b>  <b>Street and number</b> </td> <td colspan="2" style="padding: 5px;">12, Place de la Defense</td> </tr> <tr> <td style="padding: 5px;"> <b>City and postal code</b> </td> <td colspan="2" style="padding: 5px;">92400 Courbevoie</td> </tr> <tr> <td style="padding: 5px;"> <b>Country</b> </td> <td colspan="2" style="padding: 5px;">FRANCE</td> </tr> <tr> <td style="padding: 5px;"> <b>Postal address (if different)</b> </td> <td colspan="2" style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"> <b>Nationality</b> </td> <td colspan="2" style="padding: 5px;">France</td> </tr> </table>			<b>Applicant</b>	<b>ID number</b> <span style="border: 1px solid black; padding: 2px 5px;">384709</span>	<input type="checkbox"/> multiple applicants	<b>Name of legal entity or first name and surname</b>	Allergan Holdings France		<b>Legal form of the entity</b>	SAS (société anonyme par actions simplifiée)		<b>Tel, fax, e-mail</b>			<b>Address</b> <b>Street and number</b>	12, Place de la Defense		<b>City and postal code</b>	92400 Courbevoie		<b>Country</b>	FRANCE		<b>Postal address (if different)</b>			<b>Nationality</b>	France		
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# APPLICATION FOR A DECLARATION OF INVALIDITY OF A COMMUNITY TRADE MARK

## GROUND(S)

### Absolute grounds for invalidity

- Article 52(1)(a) CTMR - Community trade mark registered in breach of Art. 7 CTMR
- Article 7(1)(a) CTMR
  - Article 7(1)(b) CTMR
  - Article 7(1)(c) CTMR
  - Article 7(1)(d) CTMR
  - Article 7(1)(e) CTMR
  - Article 7(1)(f) CTMR
  - Article 7(1)(g) CTMR
  - Article 7(1)(h) CTMR
  - Article 7(1)(i) CTMR
  - Article 7(1)(j) CTMR
  - Article 7(1)(k) CTMR
- Article 52(1)(b) CTMR - Applicant was acting in bad faith when filing the application
- Article 74 CTMR - Collective Community trade mark registered in breach of Art. 66 CTMR

### Reasoned statement

Please see attached statement of grounds and accompanying witness statements and exhibits thereto.

continuation sheet(s)

### Relative grounds for invalidity

- Article 53(1) CTMR - Community trade mark registered contrary to Art. 8 CTMR
- Article 53(2) CTMR - Community trade mark registered contrary to any other earlier rights

**For relative grounds, fill out the details of the appropriate right(s) on the next pages**



# APPLICATION FOR A DECLARATION OF INVALIDITY OF A COMMUNITY TRADE MARK

## TRADE MARK REGISTRATION / APPLICATION - Art. 8(1),(5) CTMR

### Identification of the earlier mark

 Trade mark registration Trade mark application Community trade mark  National trade mark  International registration with effect in one or more Member State(s)

### Territory / Member State(s)

EM	BG	BX	CZ	DK	DE	EE	GR	ES	FR	IE	IT	CY	LV	LT	HU	MT	AT	PL	PT	RO	SI	SK	FI	SE	UK
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Filing date (DD/MM/YYYY)

03 / 04 / 2007

Registration date (DD/MM/YYYY)

13 / 03 / 2008

Filing number

005807169

Registration number

005807169

Word mark JUVÉDERM

Representation of the mark (in colour if applicable)

 attached

### Goods and services on which the application is based

 all the goods and services covered by the registration / application part of the goods and services covered by the registration / application, namely: continuation sheet(s)

### Entitlement of applicant

 Owner Authorised licensee

Copy of registration / application

 attached

Translation

 attached

### Grounds for application

 Article 53(1)(a) CTMR - The CTM is identical to the earlier mark and covers identical goods and/or services Article 53(1)(a) CTMR - There exists a likelihood of confusion on the part of the public Article 53(1)(a) CTMR - The use without due cause of the contested mark would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trade mark

### Territory / Member State(s) where the earlier mark has a reputation

EM	BG	BX	CZ	DK	DE	EE	GR	ES	FR	IE	IT	CY	LV	LT	HU	MT	AT	PL	PT	RO	SI	SK	FI	SE	UK
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### Goods and services for which the trade mark has a reputation

 all the goods and services covered by the registration / application part of the goods and services covered by the registration/application, namely: continuation sheet(s)

Evidence of reputation

 attached

Translation

 attached

### Explanation of grounds and other remarks

Please see attached statement of grounds and accompanying witness statements and exhibits thereto.

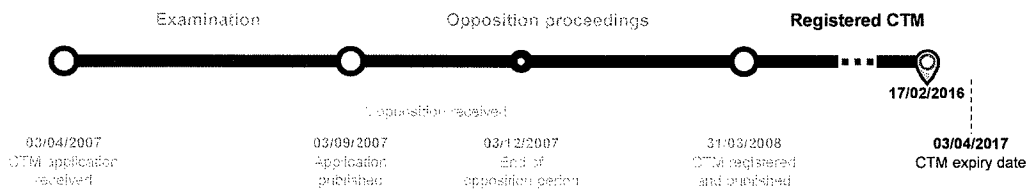
 continuation sheet(s)



## CTM file information

**JUVÉDERM**  
005807169

### Timeline



### Trade mark information

Name	<b>JUVÉDERM</b>	Filing date	<b>03/04/2007</b>
Filing number	<b>005807169</b>	Registration date	<b>13/03/2008</b>
Basis	<b>CTM</b>	Expiry date	<b>03/04/2017</b>
Date of receipt	<b>03/04/2007</b>	Designation date	
Type	<b>Word</b>	Filing language	<b>English</b>
Nature	<b>Individual</b>	Second language	<b>French</b>
Nice classes	<b>5 ( Nice Classification )</b>	Application reference	<b>T031388EM</b>
Vienna Classification		Trade mark status	<b>Registered</b>
		Acquired distinctiveness	<b>No</b>

### Goods and services

English (en)

- 5** Pharmaceutical products administered by injection for use in moisturising skin and reducing wrinkles.

### Owners

#### Allergan Holdings France SAS

ID	<b>384709</b>	Country	<b>FR - France</b>	Correspondence address	
Organisation	<b>Allergan Holdings France SAS</b>	State/county	<b>n/a</b>	Allergan Holdings France SAS 12, Place de la Defense, F-92400 Courbevoie FRANCIA	Can be accessed and changed by authorised user via the User Area
Legal status	<b>Legal entity</b>	Town	<b>Courbevoie</b>		Can be accessed and changed by authorised user via the User Area
		Post code	<b>92400</b>		
		Address	<b>12, Place de la Defense,</b>		Can be accessed and changed by authorised user via the User Area

**APPLICATION TO DECLARE INVALID  
COMMUNITY TRADE MARK REGISTRATION  
NO. 014016737 JUVEDERM**

18th February 2016

**COUNCIL REGULATION (EC) No. 207/2009**

**BEFORE THE CANCELLATION  
DIVISION OF THE OFFICE FOR  
HARMONIZATION IN THE  
INTERNAL MARKET**

**BETWEEN**

**ALLERGAN HOLDINGS FRANCE SAS**

(CANCELLATION APPLICANT)

**AND**

**DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS**

(REGISTERED PROPRIETOR)

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**SUBMISSIONS FOR THE CANCELLATION APPLICANT**

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According to the documents on the register, on 30th April 2015 'Dermavita' filed an application for the mark JUVEDERM in respect of the following goods and services:

*Class 3: Cosmetics for professional use and for use by the end consumer; cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet, and neck), oils for cosmetic purposes; cosmetic kits, cosmetic products and preparations for skin care; cosmetic masks, cosmetics, cosmetic preparations for slimming purposes, cosmetics for exfoliation, cosmetic peelings, cosmetics for smoothing the skin; cosmetics for hair conditioning and care of the hair and scalp; cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); cosmetic preparations for skin whitening, skin whitening creams, bleaching preparations (decolorants) for cosmetic purposes, cosmetics for lightening the skin, cosmetics for perfecting the complexion; anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, cosmetic preparations for skin hydration, cosmetics for toning the skin; essential oils and aromatic extracts; toiletries; cleaning and fragancing preparations.*

*Class 35: Advertising, marketing and promotional services; commercial trading and consumer information services; business analysis, research and information services.*

*Class 44: Human hygiene and beauty care; hygienic and beauty care; human hygiene and beauty care.*

The mark registered for these goods and services on 3rd November 2015. The cancellation applicant requests that this Community trade mark (CTM) registration be cancelled in its entirety.

The principal grounds for cancellation are CTMR Article 52(1)(b) – the registered proprietor was acting in bad faith when filing the application for the contested mark, and CTMR Article 53(1)(a) – there exists a likelihood of confusion on the part of the public in accordance with Article 8(1)(b), and the use without due cause of the contested mark would take unfair advantage of, and be detrimental to, the distinctive character and the repute of the earlier trade mark in accordance with Article 8(5).

In respect of the last two grounds mentioned, the cancellation applicant relies on earlier CTM registration no. 005807169 JUVÉDERM as the earlier mark within the meaning of Article 8(2).

Furthermore, we submit that the contested mark was registered in breach of the legal requirements for ownership of a Community trade mark. We rely on Article 51(1)(a) and Article 5 of Council Regulation (EC) 40/94, and their amended equivalents in transitional Regulation 244/2004, the essence of which must reside in the current Council Regulation (EC) No. 207/2009.

### **BAD FAITH – CTMR ARTICLE 52(1)(b)**

Neither the Regulation nor Implementing Regulation offer a definition of bad faith. The case law interprets bad faith as “unfair practices involving lack of any honest intention on the part of the applicant of the CTM at the time of filing”; such unfair practices may constitute either a “lack of good faith on the part of the applicant towards the Office at the time of filing, or unfair practices based on acts infringing a third person’s rights”, the latter occurring “in circumstances where [the applicant] intends, through registration, to lay his hands on the trade mark of a third party with whom he had contractual or pre-contractual relations” (*Be Natural*, 25 October 2000, OHIM Cancellation Division, paragraphs 10-11). Conceptually, bad faith can be understood as “dishonest intention”.

This cancellation application forms part of a wider trade mark dispute and wholesale attempt by the registered proprietor to appropriate (register and use) the cancellation applicant's renowned earlier brand JUVÉDERM in the European Union and elsewhere in connection with its own similar products and services. The registered proprietor has done so and continues to do so in the face of clear and sustained objection by the cancellation applicant, which includes the current action.

The case for bad faith has to be examined by reference to all the circumstances at the filing date of the contested CTM, which is 3rd November 2015. Subsequent events may shed light on the position at the filing date but the essential point in time to be considered is the filing date itself.

The cancellation applicant's claim of bad faith is based on the following facts and circumstances:

*The cancellation applicant's rights in JUVÉDERM –*

- The JUVÉDERM product and brand was developed in 2001 by Inamed Corporation (Inamed). In March 2006 and January 2007 Allergan acquired respectively Inamed and Groupe Corneal Laboratoires, which had been distributing JUVÉDERM products in European markets since 2004. Allergan also acquired other dermal filler products and brands of Inamed, including SURGIDERM. Allergan gained FDA approval for JUVÉDERM in 2006. From that time on Allergan developed, marketed and sold an extending range of JUVÉDERM products around the world, including the European Union. We refer the Office to paragraph 12 of the enclosed Witness Statement of Catherine Curutchet.
- The cancellation applicant's JUVÉDERM trade mark has been used continuously since 2001, at all times to the present day, around the world in respect of the goods for which it registered. It has been used continuously since 2004 in the European Union. Allergan owns more than 220 registrations of and pending applications for the JUVÉDERM trade mark and marks containing the JUVÉDERM name worldwide. Allergan has invested heavily in the research, development and marketing of the JUVÉDERM product range in the European Union and on a global scale. We refer the Office to Part C of the Witness Statement of Catherine Curutchet.
- The cancellation applicant registered its JUVÉDERM mark as a Community trade mark on 4th March 2007. The cancellation applicant's affiliated company, Allergan, Inc., registered further Community trade marks for JUVÉDERM FORMA, JUVÉDERM REFINE, JUVÉDERM ULTRA, and JUVÉDERM VOLUMA in the fourth quarter of 2007, for JUVÉDERM ULTRA SMILE in 2010 and for JUVÉDERM VOLITE and JUVÉDERM VYBRANCE in 2014. The cancellation applicant registered SURGIDERM as a Community trade mark in January 2006.
- From the facts stated in the Witness Statement of Catherine Curutchet, and through the acts and investment of the cancellation applicant and its affiliated companies, the JUVÉDERM product is a leading cosmetic dermal filler worldwide, including in the European Union. The JUVÉDERM brand is widely recognised by the trade and general public of the European Union in relation to treatments for reducing facial lines and wrinkles. Due to this awareness of the mark, JUVÉDERM has acquired a high distinctive character and reputation in the European Union in respect of pharmaceutical products for use in moisturising skin and reducing facial lines and wrinkles.

*History between the parties*

- In April 2007, the cancellation applicant became aware that the registered proprietor had adopted two marks identical to its own JUVÉDERM and SURGIDERM marks when the registered proprietor

sought to obtain registration of these marks in Lebanon. In 2007, the cancellation applicant sent a cease and desist letter to the registered proprietor to insist that it stop producing and selling products under the brand names JUVEDERM and SURGIDERM. The parties have been engaged in protracted register-based proceedings in Lebanon from 2007 to the present day.

- In July 2015, the cancellation applicant filed opposition to the registered proprietor's application to register an identical mark, JUVEDERM, in Bulgaria. The proceedings are ongoing.
- In August 2015, the cancellation applicant filed opposition to the registered proprietor's applications to register identical marks JUVEDERM and SURGIDERM in Turkey. These proceedings are ongoing.
- The cancellation applicant has since filed opposition to the registered proprietor's applications to register an identical mark, JUVEDERM, in Brazil, Russia, Serbia and China. These proceedings are ongoing.

It is clear that the registered proprietor has been aware of the cancellation applicant's rights in JUVÉDERM around the world, and of the cancellation applicant's objection to the registered proprietor's adoption, use and attempted registration of that mark, since at least 2007. Despite the actions, objections and complaints of the cancellation applicant outlined above, and in full knowledge of the cancellation applicant's prior rights in the mark JUVÉDERM, the registered proprietor filed an application for an identical Community trade mark in respect of highly similar products and services (the contested mark). The registered proprietor has also registered two Community designs (nos. 002689687-0001 and 002689687-0002) consisting of the word JUVEDERM and a minimal stylistic element. These registrations are invalid on the basis of the cancellation applicant's prior Community trade mark rights in JUVÉDERM.

It is inconceivable that the registered proprietor was not aware of the cancellation applicant's CTM rights in and use of JUVÉDERM in the European Union given the scale of those. It is equally inconceivable that the registered proprietor adopted and began using an identical mark in relation to identical and similar goods coincidentally. The fact that the registered proprietor has adopted not only one but two marks identical with the cancellation applicant's own long-established JUVÉDERM and SURGIDERM brands is clear evidence of an attempt by the registered proprietor to free-ride on the cancellation applicant's global business, names and reputation. Nevertheless we invite the registered proprietor to offer an alternative explanation of how it came to select the JUVEDERM and SURGIDERM brands for its cosmetic treatment products.

We also draw the attention of the Office to subsequent and ongoing aggressive acts of the registered proprietor, which corroborate the cancellation applicant's claim of bad faith. Since filing its application for the contested registration, the registered proprietor has acted as follows:

- On 12th November 2015, the registered proprietor filed further CTM application no. 014790182 for JUVEDERM. This time the application covers identical and similar goods in class 5, which is the cancellation applicant's core product class, as well as related classes 10, 16 and 44. The cancellation applicant is contesting this application in separate opposition proceedings.
- On 19th November 2015, the registered proprietor filed opposition to the cancellation applicant's CTM application no. 014460067 JUVÉDERM in classes 3, 5 and 10. The opposition relies on the registered proprietor's pending Bulgarian national application for JUVEDERM. The Bulgarian application postdates the cancellation applicant's CTM registration no. 005807169, which the



cancellation applicant relies on in the present action, and which forms the basis of the cancellation applicant's opposition to the registered proprietor's Bulgarian application. It is clear that the registered proprietor has filed this opposition, which has no prospect of success, purely to disrupt the business of the cancellation applicant.

- Between 28th and 31st January 2016, the registered proprietor exhibited its products under the contested mark JUVEDERM at the IMCAS World Congress in Paris. At odds with the scope of goods and services covered by the contested registration, those products included an injectable dermal filler, which is the cancellation applicant's core product. This led to actual confusion on the part of an independent cosmetic physician, Dr Teresa Cattin, who was attending the Congress. We reserve the right to present a witness statement of Dr Cattin as evidence of actual confusion.
- Fully aware of the cancellation applicant's prior rights, the registered proprietor and its licensee, Aesthetic Services & Development (see OHIM Recordal T-010523010), sent letters to various of Allergan's customers in at least the Benelux countries, France and Bulgaria during the period 6th-18th January 2016. In those letters the registered proprietor and its licensee tell Allergan's customers that they can no longer undertake activities in relation to the JUVÉDERM® mark; this, despite the fact that those activities have been undertaken for many years and prior to any application by the registered proprietor to register the mark JUVEDERM in those territories. Samples of those letters are enclosed at **Annex A.1**. We also enclose at **Annex A.2** copies of Allergan's letters to the registered proprietor and its licensee, sent during the period 11th-25th January 2016, which set out clearly why the registered proprietor and its licensee are not entitled to contact Allergan's customers. Despite this, the registered proprietor and its licensee have continued to send letters (dated 4th, 5th and 11th February 2016) to various of Allergan's customers in the UK, Bulgaria and Germany. We enclose copies of those letters at **Annex A.3**. The registered proprietor's claims, and those of its licensee, are groundless and further evidence of bad faith since they rely on the registered proprietor's misappropriation and invalid registration of the cancellation applicant's earlier mark (the contested registration) in an attempt to disrupt the cancellation applicant's long established business to the advantage of the registered proprietor.
- Further, it is interesting to note that when Allergan wrote a letter of complaint about the registered proprietor's use of an identical mark on cosmetic products in Lebanon, the registered proprietor responded (via its Lebanese general counsel) by expressly denying any similarity of goods or likelihood of confusion. We enclose a copy of the registered proprietor's letter of 10th November 2015 at **Annex B**. The registered proprietor's contradictory arguments and inconsistent position regarding the similarity of products and likelihood of confusion are further evidence of bad faith towards the cancellation applicant.

Taking all the aforesaid into account, we invite the Office to find that the contested mark was filed in bad faith and should be cancelled under CTMR Article 52(1)(b).

**FURTHER ABSOLUTE GROUND FOR INVALIDITY – applicant for the contested mark was not entitled to hold property**

Council Regulation (EC) 40/94 of 20 December 1993 provided under Article 51(1)(a) that a Community trade mark was invalid if registered in breach of Article 5 of that Regulation. Article 5 set out the legal conditions for ownership of a CTM. Article 5 was amended by transitional Council Regulation 422/2004 which simplified the conditions of ownership of a CTM by removing restrictions on the nationality of the applicant. Amended Article 5 of that Regulation provides that "any natural or legal person, including

authorities established under public law, may be the proprietor of a Community trade mark”, and that wording remains in the current Council Regulation.

At the same time as amending Article 5, transitional Regulation 422/2004 also removed breach of Article 5 as a ground of invalidity. This was to reflect the new more relaxed ownership requirements. However, whilst the amendment to Article 5 intended to relax nationality requirements for ownership, it was clearly not the intention of the amendments to remove the requirement that a CTM owner be a natural or legal person *per se*. An entity without natural or legal personality cannot hold property, a CTM included, and it follows that a CTM application filed in the name of an entity without natural or legal personality must be invalid.

This analysis is relevant to the present case for the following reasons:

### **Transaction history of the contested registration**

The contested registration was filed on 30th April 2015 in the name of *Dermavita* ('the applicant'). A copy of the application form is at **Annex C**.

On 11th May 2015, the Office sent the applicant's attorneys a deficiency notice that the legal form of the applicant was missing. The attorneys replied on 28th May 2015 that the applicant was *Dermavita Limited Partnership*. A copy of the notice and reply, with a rough translation to English, is at **Annex D**.

On 3rd September 2015, the applicant's attorneys wrote to inform the Office that the applicant was in fact *Dermavita Company (Limited Partnership) Pareghian & Partners*, and asked the Office to update its records accordingly. As evidence, they submitted a Registration Certificate of a Commercial Company (translated from Arabic) corresponding to *Dermavita Company (Limited Partnership) Parseghian & Partners*, entered in the Register of Commerce of Beirut on 2nd March 2007. A copy of their letter and enclosure is at **Annex E**.

On 30th September 2015, the applicant's attorneys wrote again to inform the Office of an orthographical error in their request of 3rd September, and asked the Office to insert the omitted letter 's' in *Dermavita Company (Limited Partnership) Parseghian & Partners*. A copy of their letter is at **Annex F**.

The last (immaterial) request finally saw the registered proprietor recorded as the holder of CTM application no. 014016737. However, the registered proprietor was incorporated on 2nd March 2007, long before the filing date of the contested mark. Therefore, the contested mark could (should) have been filed correctly in the name of the registered proprietor but was not. In the absence of evidence to the contrary, it is clear that the contested CTM was filed in the name of a company which did not exist at the filing date, namely *Dermavita Limited Partnership*. Furthermore, the register contains no recordal of assignment or any other transaction to suggest that the contested mark was legitimately transferred from *Dermavita Limited Partnership* to the registered proprietor. Indeed it is questionable whether such a transaction could ever have taken place given the doubt over the existence and entitlement to hold property of *Dermavita Limited Partnership* at the filing date.

We note that the Office has no procedure for rectifying the register. It is therefore the responsibility of trade mark applicants and proprietors to ensure that recordal applications (which include an application to register a trade mark) are validly made. If a trade mark applicant or proprietor makes a recordal application based on invalid documents or incorrect facts, as the registered proprietor did when filing its application for the contested mark, there is no remedy available.

For the above reasons, and as a matter of simple logic, we submit that the contested CTM was filed in breach of the requirements for ownership of a CTM (i.e. the original applicant did not exist at the date of filing, which flaw cannot be corrected), and we invite the Office to find the contested registration invalid on this basis.

### **LIKELIHOOD OF CONFUSION – CTMR ARTICLE 53(1)(a), linked to ARTICLE 8(1)(b)**

The cancellation applicant has obtained protection for its JUVÉDERM trade marks around the world, including the European Union.

The JUVÉDERM trade mark identifies a family of injectable gel fillers containing hyaluronic acid for the reduction of facial lines and wrinkles and for adding volume and moisture to the skin. The JUVÉDERM product range is manufactured and sold by the cancellation applicant and its affiliated companies, and due to the actions of the cancellation applicant and its affiliated companies, such as educating and informing the public about the product's characteristics and therapeutic and cosmetic effects, it has become well known across the European Union. We refer the Office to the facts stated in the enclosed Witness Statement of Catherine Curutchet.

The grounds of cancellation of CTMR Article 53(1)(a) are applicable where there is an earlier trade mark as referred to in Article 8(2) and the conditions set out in paragraph (1)(b) of that Article are fulfilled, namely – if because of [the contested mark's] identity with, or similarity to, the earlier trade mark and the identity or similarity of the goods or services covered by the trade marks there exists a likelihood of confusion on the part of the public in the territory in which the earlier trade mark is protected; the likelihood of confusion includes the likelihood of association with the earlier trade mark.

The likelihood of confusion on the part of the public exists due to similarity of goods and services covered by the contested registration and the cancellation applicant's earlier registration, identity of marks, the highly distinctive character of the mark JUVÉDERM, and the same relevant public, likely to display a higher degree of attentiveness, therefore aware of the existence and use of the cancellation applicant's JUVÉDERM product.

#### **Similarity of goods and services**

The classification of goods and services shall exclusively serve administrative purposes. Therefore, goods and services shall not be regarded as similar to each other on the grounds that they appear in the same class under the Nice Classification, nor the goods and services shall be regarded as dissimilar from each other if they appear in different classes under the Nice Classification (Rule 2(4) IR).

In assessing the similarity of the goods and services concerned, all the relevant factors relating to these goods and services should be taken into account. These factors include, inter alia, their nature, their purpose of use and their method of use and whether they are in competition with each other or are complementary (see Judgment of the Court of Justice, Case C-39/97, Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer Inc. [1998] OJ OHIM 12/98, paragraph 23).

Further factors include whether or not goods may be expected to be manufactured, marketed or provided by the same undertaking, or by economically linked undertakings, as well as their distribution channels and sales outlets.

The cancellation action is based on earlier CTM registration no. 005807169 JUVÉDERM, covering the following goods in class 5: *Pharmaceutical products administered by injection for use in moisturising skin and reducing wrinkles.*

The contested goods and services are:

Class 3: *Cosmetics for professional use and for use by the end consumer; cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet, and neck), oils for cosmetic purposes; cosmetic kits, cosmetic products and preparations for skin care; cosmetic masks, cosmetics, cosmetic preparations for slimming purposes, cosmetics for exfoliation, cosmetic peelings, cosmetics for smoothing the skin; cosmetics for hair conditioning and care of the hair and scalp; cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); cosmetic preparations for skin whitening, skin whitening creams, bleaching preparations (decolorants) for cosmetic purposes, cosmetics for lightening the skin, cosmetics for perfecting the complexion; anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, cosmetic preparations for skin hydration, cosmetics for toning the skin; essential oils and aromatic extracts; toiletries; cleaning and fragrancng preparations.*

Class 35: *Advertising, marketing and promotional services; commercial trading and consumer information services; business analysis, research and information services.*

Class 44: *Human hygiene and beauty care; hygienic and beauty care; human hygiene and beauty care.*

### **Goods in Class 3**

The contested *cosmetics for professional use and for use by the end consumer; cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet, and neck), oils for cosmetic purposes; cosmetic kits, cosmetic products and preparations for skin care; cosmetic masks, cosmetics, cosmetic preparations for slimming purposes, cosmetics for exfoliation, cosmetic peelings, cosmetics for smoothing the skin; cosmetics for hair conditioning and care of the hair and scalp; cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); cosmetic preparations for skin whitening, skin whitening creams, bleaching preparations (decolorants) for cosmetic purposes, cosmetics for lightening the skin, cosmetics for perfecting the complexion; anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, cosmetic preparations for skin hydration and cosmetics for toning the skin* in class 3 are strictly related to the cancellation applicant's pharmaceutical products in class 5. They all share cosmetic properties and serve as preparations for beautification of the body, with a focus on beautification of the skin. For these reasons, these goods should be regarded as highly similar.

In particular, the contested *cosmetics for smoothing the skin, cosmetics for perfecting the complexion, anti-wrinkle cosmetics, skin rejuvenation cosmetics, cosmetic preparations for skin hydration and cosmetics for toning the skin*, are expressly for the purpose of moisturising the skin and/or reversing the effects of aging, e.g. by smoothing wrinkles. This coincides exactly with the purpose of the cancellation applicant's pharmaceutical products for use in moisturising skin and reducing wrinkles. Therefore these goods should be regarded as very highly similar.

The contested *essential oils and aromatic extracts, toiletries, cleaning and fragrancng preparations* are all types of preparations of chemical or biological character and are products of the pharmaceutical and cosmetic industry, which is the cancellation applicant's field of activity. Due to the similar nature and potentially similar destination of these goods and the cancellation applicant's pharmaceutical products in Class 5, it is likely that the public will think that they come from the same or economically linked undertakings. Hence, these goods should be considered to be similar.

In particular, the contested *essential oils and aromatic extracts* may be used as materials in the cosmetic industry. They can be made for example from medicinal plants and thus represent an ingredient for the manufacturing of the cancellation applicant's pharmaceutical preparations in Class 5. Hence, these are complementary goods and as such should be considered to be similar.

#### **Services in Class 44**

The contested services *human hygiene and beauty care, hygienic and beauty care, and human hygiene and beauty care* are complementary and strictly related to the cancellation applicant's goods in class 5. The cancellation applicant's *pharmaceutical products administered by injection for use in moisturising skin and reducing wrinkles* have a cosmetic function and are offered and provided to the end consumer as a form of beauty care. Such pharmaceutical products are purchased, distributed and administered to the end consumer by professional beauticians and clinicians at clinics offering the contested hygiene and beauty care services. The end consumer may think that a beauty care clinic and/or independent beautician or clinician offering treatments using the cancellation applicant's products is operating under license from the cancellation applicant, or is specialising solely in the cancellation applicant's goods, or is otherwise associated with the cancellation applicant. Therefore the contested services should be regarded as highly similar.

#### **Services in Class 35**

The contested *advertising, marketing and promotional services, commercial trading and consumer information services, business analysis, research and information services* are similar to the cancellation applicant's goods in class 5 insofar as they may include services for advertising, marketing, and promoting pharmaceutical products and for researching and providing information to consumers about those products. For example, the cancellation applicant and its affiliated companies provide research and information services to educate and inform prospective beauticians, clinicians and, ultimately, end consumers about the companies' products, e.g. through The Allergan Academy™ and Allergan Medical Institute (see paragraphs 36-37 of the Witness Statement of Catherine Curutchet). These are complementary services and are therefore to be considered similar.

If the Office does not agree that there is similarity of goods and services, we submit in the alternative that the contested services in class 35 are registered in breach of CTMR Article 52(1)(a) and Article 7(1)(a), according to the Court of Justice (CJEU) ruling in *IP Translator* (Case C-307/10 Chartered Institute of Patent Attorneys v. Registrar of Trade Marks, 2012) "with [in]sufficient clarity and precision to enable the competent authorities and economic operators, on that basis alone, to determine the extent of the protection conferred by the trade mark". The contested services are described too broadly to allow third parties to determine the extent of the protection sought and are liable on that basis to be cancelled at least in part. It is clear from context both of the contested goods and services in classes 3 and 44 (discussed above) and the actual business of the registered proprietor (as referred to in correspondence with the cancellation applicant enclosed at **Annex A** and **Annex B**), that the registered proprietor applied for the above services in class 35 with a view to protecting the contested mark for said services in the field of cosmetic treatments and beauty care, i.e. services that are similar to the cancellation applicant's goods in class 5.

#### **Identity of marks**

According to the case law of the CJEU, in determining the existence of the likelihood of confusion, trade marks have to be compared by making an overall assessment of the visual, aural and conceptual similarities between the marks. Global assessment of the likelihood of confusion must be based on an overall impression which they create, bearing in mind, in particular, their distinctive and dominant

components. The perception of the marks in the mind of an average consumer of the goods or services in question plays a decisive role in global assessment of that likelihood. In that respect, an average consumer normally perceives a mark as a whole and does not proceed to analyse its various details (see Case C-334/05 OHIM v Shaker [2007] ECR I-4529, paragraph 35).

The signs to be compared are the following:

JUVÉDERM	JUVEDERM
Earlier trade mark	Contested trade mark

According to settled case law, a sign is to be considered identical with the trade mark “where it reproduces, without any modification or addition, all the elements constituting the trade mark or where, viewed as a whole, it contains differences so insignificant that they may go unnoticed by an average consumer” (Judgment of the CJEU in Case C-291/00 LTJ Diffusion v. Sadas, 2003, paragraph 54).

The contested mark is identical save for the lack of an acute accent on the first letter E, which is a difference so minor as to go unnoticed even by consumers who are more than usually attentive and circumspect, bearing in mind that consumers rarely have an opportunity to view signs side-by-side and must rely on imperfect recollection.

In *IBM v. Web-Sphere*, the UK High Court of Justice held the sign WEB-SPHERE to be identical to the mark WEBSHERE on the basis that the presence of a hyphen was so insignificant that it would go unnoticed by the average consumer (EWHC 529 (Ch) [2004]). The presence or absence of an accent in the current case is even less significant a difference than a hyphen. The marks are conceptually identical. Pronunciation of the marks may vary depending on the language spoken, but pronunciation is not altered by the presence or absence of an accent on the E. Regardless of the language, both marks would be pronounced identically to one another. Furthermore, in French it is common for accents to be omitted entirely from capital letters. As such, from a French speaker’s perspective the marks are orthographical variants of the exact same word. Overall, the contested mark is clearly to be considered identical to that of the cancellation applicant. However, if the Office does not agree that the marks are identical, then the contested mark shares the highest degree of similarity falling short of identity.

#### **Distinctiveness of the earlier marks**

The distinctiveness of the earlier mark is one of the factors to be taken into account in the global assessment of the likelihood of confusion. The more distinctive the earlier mark is, the greater will be the likelihood of confusion, and therefore the marks with a highly distinctive character, either per se or because of the recognition they possess on the market, enjoy broader protection than the marks with a less distinctive character (see Case C-39/97 Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer Inc., paragraph 17).

The JUVÉDERM trade mark is highly distinctive. It is an invented and fanciful mark, having no proper meaning in any of the languages spoken in the territory. It is just a brand name of a pharmaceutical product with a therapeutic and cosmetic purpose.

The cancellation applicant's earlier trade mark has a reputation and enjoys a high degree of distinctiveness as result of its long standing and intensive use in the European Union in connection with pharmaceutical injectables for reducing facial lines and wrinkles and moisturising the skin.

We refer the Office to the enclosed Witness Statement of Catherine Curutchet, which describes the cancellation applicant's business, as well as history of adoption of the JUVÉDERM trade mark. There is also detailed information about the nature and development of the JUVÉDERM product, the manner of use of the JUVÉDERM product, worldwide and European sales of the JUVÉDERM product, market share of the JUVÉDERM family of products, information about advertising and promotion of the JUVÉDERM product, about training services regarding the JUVÉDERM product and Allergan's enforcement and policing actions. From the facts stated in the enclosed witness statement of Catherine Curutchet it appears that the JUVÉDERM product is a leading cosmetic dermal filler in the European Union, and the JUVÉDERM brand is widely recognised by the trade and general public of the European Union in relation to treatments for reducing facial lines and wrinkles. The witness statement also presents a selection of media articles (at paragraph 44), demonstrating that the public across the European Union has a great interest in the JUVÉDERM product and proving that the JUVÉDERM trade mark enjoys the reputation across the European Union.

Due to this awareness, the cancellation applicant's earlier mark has acquired a high distinctive character in respect of pharmaceutical products for use in moisturising skin and reducing facial lines and wrinkles.

### **The relevant public**

Since the goods and services covered by the contested mark and the cancellation applicant's earlier mark are similar, the relevant public of both marks is the same. It is composed of qualified professionals and also of average consumers – professional practitioners, beauty experts, pharmacists and aesthetically oriented customers, people interested to know innovations in face and skin treatment preparations, people concerned about the way they look and interested in improving their appearance, etc. The relevant public is likely to display a higher degree of attentiveness, therefore would be aware of existence and use of the cancellation applicant's JUVÉDERM product. An actual example of the relevant public is Dr Teresa Cattin (referred to above), an independent cosmetic physician who is familiar with the cancellation applicant's products and who encountered both Allergan and the registered proprietor exhibiting at the same trade fair, the IMCAS World Congress 2016, in Paris.

### **Global assessment**

The likelihood of confusion arises if there is a risk that the public might believe that the goods or services in question, assuming that they bear the subject marks, come from the same undertaking or, as the case may be, from economically-linked undertakings (see Case C-39/97 Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer Inc., paragraph 29).

The likelihood of confusion must be assessed globally, taking into account all the circumstances of the case. The likelihood of confusion implies some interdependence between the relevant factors, and in particular a similarity between the trade marks and between the goods or services. Accordingly, a lesser degree of similarity between the goods or services may be offset by a greater degree of similarity between the marks, and *vice versa*. Furthermore, the more distinctive the earlier mark, the greater the risk of confusion. Marks with a highly distinctive character, either per se or because of the reputation they possess on the market, enjoy broader protection than marks with a less distinctive character (see Case C-39/97 Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer Inc., paragraph 17).

For the purposes of that global appreciation, the average consumer of the category of products concerned is deemed to be reasonably well informed and reasonably observant and circumspect. However, account should be taken of the fact that the average consumer only rarely has the chance to make a direct comparison between the different marks but must place his trust in the imperfect picture of them that he has kept in his mind. It should also be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods or services in question (see judgment of the Court of Justice Case C-342/97, Lloyd Schuhfabrik Meyer & Co. GmbH v. Klijsen Handel BV, paragraph 26).

In assessing the likelihood of confusion between the marks JUVÉDERM and JUVEDERM all relevant factors must be taken into account, namely degree of similarity of marks, similarity of goods and services, the relevant public and the reputation of the mark JUVÉDERM.

As indicated previously, the marks JUVÉDERM and JUVEDERM are to be considered identical. The products bearing the marks JUVÉDERM and JUVEDERM are highly similar. The contested services are complementary and therefore similar to the cancellation applicant's goods in class 5. The relevant public is the same for both marks, and is likely to display a higher degree of attentiveness, therefore would be aware of the existence and use of the cancellation applicant's JUVÉDERM product. The mark JUVÉDERM is inherently highly distinctive and furthermore enjoys enhanced distinctiveness on account of the reputation it has acquired across the European Union. According to the principle of interdependence, the identity of marks and the enhanced distinctive character of the cancellation applicant's earlier mark offsets any lesser similarity between goods/services, and in the case of those goods and services that are highly similar gives rise to an even greater risk of confusion.

The registered proprietor has itself openly admitted that there is identity of marks, similarity of goods and services and therefore a likelihood of confusion. We refer the Office to the letters at **Annex A** which were sent by the registered proprietor's authorised licensee, Aesthetic Services & Development, to various authorised distributors of the cancellation applicant's JUVÉDERM product in Belgium, the Netherlands, Luxembourg, France, the United Kingdom and Bulgaria. In these letters the registered proprietor alleges infringement based on a likelihood of confusion with the contested mark. As outlined above, the registered proprietor's claims, via its licensee, are groundless and further evidence of bad faith since they rely on the registered proprietor's appropriation and invalid registration of the cancellation applicant's earlier mark (the contested registration) in an attempt to disrupt the cancellation applicant's long established business to the advantage of the registered proprietor. Nevertheless the registered proprietor clearly agrees that there is a likelihood of confusion.

Taking all the aforesaid, it must be found that the likelihood of confusion, within the meaning of CTMR Article 8(1)(b), is very high.

#### **REPUTATION – CTMR ARTICLE 53(1)(a), linked to ARTICLE 8(5)**

According to CTMR Article 8(5), upon opposition by the proprietor of an earlier trade mark, the contested mark shall not be registered where it is identical with, or similar to, the earlier trade mark and is to be registered for goods or services which are not similar to those for which the earlier trade mark is registered, where, in the case of an earlier Community trade mark, the trade mark has a reputation in the Community and, in the case an earlier national trade mark, the trade mark has a reputation in the member State concerned and where the use without due cause of the contested trade mark would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trade mark.



It can be inferred from the above that the grounds of refusal of CTMR Article 8(5) are applicable when the following conditions are met:

- a) the signs in conflict must be either identical or similar,
- b) the cancellation applicant's trade mark must have a reputation, and
- c) the use of the contested trade mark would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trade mark.

**a) Comparison of the signs**

As indicated previously, the marks JUVÉDERM and JUVEDERM are to be considered identical.

**b) Reputation of the earlier mark**

As indicated above and documented in the Witness Statement of Catherine Curutchet and exhibits thereto, the mark JUVÉDERM enjoys reputation across the European Union.

*Distinctive character of the mark:*

In addition to its reputation, JUVÉDERM is a highly distinctive mark. It is invented and fanciful, having no proper meaning in any of the languages spoken in the territory. It is just a brand name of a pharmaceutical product with a therapeutic and cosmetic purpose.

*Relevant consumer:*

Whilst the cancellation applicant's earlier mark covers goods of a pharmaceutical nature, the average consumer is not only the professional and end consumer but also the general public seeking to purchase products with cosmetic effect, as demonstrated in evidence; we refer the Office to paragraphs 44 and 48 of the Witness Statement of Catherine Curutchet to that effect. In view of significant and widespread coverage of JUVÉDERM products in the general media, the mark is widely known by the general public, as well as the professional and end consumers actually using the product.

**c) Encroachment upon reputation**

Use of the contested mark will fall under CTMR Article 8(5) when one or more of the following situations occur:

- it takes unfair advantage of the distinctive character or the repute of the earlier mark
- it is detrimental to the repute of the earlier mark, and
- it is detrimental to the distinctive character of the earlier mark.

In order to benefit from the protection introduced by Article 8(5), detriment or unfair advantage may be only potential and the cancellation applicant, as proprietor of the earlier mark, is not required to demonstrate actual and present harm to its mark. It is only required to "adduce prima facie evidence of a future risk, which is not hypothetical, of unfair advantage or detriment (see Judgment of Court of First Instance in Case T-67/04, Spa Monopole, compagnie fermiere de Spa SA/NV/OHIM, ECR II-1825 paragraph 40)." It means that the cancellation applicant must establish that detriment or unfair advantage is probable, in the sense that it is foreseeable in the ordinary course of trade.

The contested goods include typical products used by consumers for improving their appearance (either of cosmetic or medical use), products manufactured in cosmetic and pharmaceutical industry for use in products that would improve people's appearance. The contested services include services for providing beauty care and cosmetic treatments to end consumers and for informing end users about research and development of those treatments. The cancellation applicant's JUVÉDERM mark has

been widely and intensively used in connection with products for the treatment of wrinkles and moisturising of skin, which are products for improving people's appearance. By virtue of the cancellation applicant's extensive use and promotion of the JUVÉDERM trade mark throughout the European Union, the cancellation applicant has established valuable goodwill in the JUVÉDERM trade mark and the public has come to associate the cancellation applicant with JUVÉDERM.

Unfair advantage of a famous mark or an attempt to trade upon its reputation takes place if there is a risk that the image of the mark with a reputation or the characteristics which it projects are transferred to the goods or services covered by the contested trade mark, with the result that the marketing of those goods and services is made easier by that association with the earlier mark with reputation (see in this respect Judgment of Court of First Instance in Case T-67/04, Spa Monopole, compagnie fermiere de Spa SA/NV/OHIM, ECR II-1825 paragraph 51). In the present case the risk of association of a product offered under the sign JUVEDERM with the cancellation applicant's earlier product and trade mark JUVÉDERM is even higher as the goods are highly similar, having the same purpose and targeting the same consumers. Similarly there is a risk of association of services offered under the sign JUVEDERM that are related and complementary to the cancellation applicant's earlier product and trade mark JUVÉDERM, having to do with the provision of treatments using such products via beauty care clinics and information on product research and development to the same consumers.

The more immediately and strongly the earlier mark is brought to mind by the later mark, the greater the likelihood that the current or future use of the later mark is taking unfair advantage of, or is detrimental to, the distinctive character or the repute of the earlier mark (see case C-252/07 Intel Corporation Inc. / CPM United Kingdom Ltd, paragraph 67).

By using an identical trade mark in relation to goods and services that mostly belong to markets where appearance, beauty and health play a basic role, the registered proprietor is likely to take unfair advantage of the reputation enjoyed by the earlier trade mark with the public. Due to the strength of the JUVÉDERM mark, its distinctive character and renown acquired through use, similarity between the respective goods and services and, especially, identity of marks, the cancellation applicant's earlier mark and product JUVÉDERM will immediately be brought to a consumer's mind when purchasing a product or service designated with the mark JUVEDERM.

Due to the great success of the cancellation applicant's product JUVÉDERM, a number of third parties have tried to use or register trade marks similar to the trade mark JUVÉDERM, seeking to take unfair advantage of its distinctive character or repute. For example, CTM applications have been filed for the marks REJUVADERM, JUVEFILL and DERMAJUVE, all of which Allergan has successfully opposed (see paragraph 27 of the Witness Statement of Catherine Curutchet).

The adoption and registration of an identical mark JUVEDERM seems calculated on the part of the registered proprietor to harness the reputation enjoyed by the cancellation applicant's JUVÉDERM product and brand, creating a link in the mind of relevant consumers such that those consumers will purchase the registered proprietor's products. As a comparison, we also refer the Office to our observations above regarding the registered proprietor's adoption and use of the cancellation applicant's registered mark SURGIDERM. Nevertheless, we invite the registered proprietor to offer an alternative explanation for how it came up with and why it adopted the JUVEDERM mark.

Use of the mark JUVEDERM in connection with the goods and services covered by the contested trade mark would constitute an attempt to take unfair advantage of the valuable goodwill possessed by the cancellation applicant in its JUVÉDERM trade mark, and also of the cancellation applicant's considerable investment in developing and marketing the JUVÉDERM brand (to which Part C of the

Witness Statement of Catherine Curutchet refers). Such use would undoubtedly also be detrimental to the distinctive character and repute of the JUVÉDERM mark.

To allow use and registration of the sign JUVÉDERM would encourage other entrepreneurs also to take unfair advantage of the renown of the JUVÉDERM mark, and to use similar marks for their own benefit, causing damage to the reputation and gradual dilution of the JUVÉDERM mark. It is foreseeable in the ordinary course of trade that use of the contested trade mark would be detrimental to the distinctive character and reputation of the earlier mark.

It is for these reasons that the cancellation applicant is actively enforcing its earlier rights against the registered proprietor's adoption and use of the contested mark, including but not limited to the present application for invalidity.

In view of the above, CTM registration no. 014016737 should be cancelled entirely under CTMR Article 52(1)(b) and Article 53(1)(a) in accordance with Articles 8(1)(b) and 8(5).

Furthermore, we submit that CTM registration no. 014016737 is invalid because the application was filed in the name of a non-existent company in breach of the legal requirements for owning property.

Costs should be awarded to the cancellation applicant.

For and on behalf of the cancellation applicant.

*Carpmaels & Ransford (TM) LLP*

Carpmaels & Ransford (Trade Marks) LLP



ДО  
ДЕРМАВИСТ - ГРУПОВА ПРАКТИКА ЗА СПЕЦИАЛИЗИРАНА  
МЕДИЦИНСКА ПОМОЩ ПО КОЖНИ БОЛЕСТИ ООД  
гр. Пловдив 4003  
район р-н Северен  
ул. ПОЛКОВНИК САВА МУТКУРОВ No 24, ет. 3

На вниманието на: ИВА АСЕНОВА СТОИЛОВА  
АЛБЕНА ГЕОРГИЕВА ПАСКАЛЕВА-ПАПАТАНАСИУ

Относно: неправомерно използванена търговска марка JUVEDERM с  
регистров номер СТМ 014016737, регистрирана за класове 3, 35, 44,  
собственост на DERMAVITA COMPANY (LIMITED PARTNERSHIP)  
PARSEGHIAN & PARTNERS, Lebanon

Дата: 06.01.2016г.

УВАЖАЕМА ГОСПОЖО СТОИЛОВА,  
УВАЖАЕМА ГОСПОЖО ПАСКАЛЕВА,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN  
PARTNERS е дружество, което присъства от години на пазара на козметични  
продукти, като се е утвърдило сред потребителите както със своята коректност  
така и с качеството на стоките и услугите, които предлага.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN  
PARTNERS е притежател на редица регистрирани и заявени търговски марки  
териториите, където осъществява търговска дейност, сред които и  
JUVEDERM – регистрирана като марка на Общността (Европейска марка)  
валидна за територията на целия ЕС.

Марките се отнася е регистрирана за следните стоки и услуги:

клас 3: Козметични продукти за професионална употреба и употреба от крайни консуматори; Козметични кремове, емулсии, лосиони, течности, разтвори, млека, гелове и масла за кожата (на лицето, на тялото, на ръцете, на краката, на деколтето), масла за козметични цели; Козметични комплекти, Козметични продукти и препарати за грижи за кожата; Козметични маски, Козметични средства, Козметични препарати за отслабване, Козметични продукти за ексфолиация, козметични пилинги, Козметични продукти за изглаждане на кожата, Козметични продукти за поддържане на косата, грижи за косата и скалпа; Козметични слънцезащитни продукти и препарати (емулсии, лосиони, млека, гелове, масла, течности); Козметични продукти за избелване на кожата, Избелващи кремове за кожа, Избелващи препарати за козметични цели, Козметични продукти за изсветляване на кожата, Козметични продукти за изравняване на тона на кожата; Козметични продукти против бръчици и бръчки, Козметични продукти за подмладяване на кожата, Козметични продукти за блясък на кожата, Козметични продукти за хидратиране на кожата, Козметични продукти за тонизиране на кожата; Етерични масла и ароматни екстракти; Козметични тоалетни принадлежности; Почистващи и ароматизиращи препарати.

клас 35: Рекламни, маркетингови и промоционални услуги; Търговски и потребителски информационни услуги; Бизнес анализи, бизнес проучвания и бизнес информационни услуги.

клас 44: Грижи за хигиената и красотата за хора.

Според чл. 10 от Закона за марките и географичните означения (ЗМГО):  
"правото върху марка се придобива чрез регистрация"

Според чл. 13 от ЗМГО – "Правото върху марка включва правото на притежателя ѝ да я използва, да се разпоречи с нея и да забрани на трети лица без негово съгласие да използват в търговската дейност знак, който поради неговата идентичност или сходство с марката и идентичността или сходството на стоките или услугите на марката и знака съществува вероятност за объркване на потребителите, която изключва възможност за създаване на знака с марката."

С неудоволствие и голяма изненада, установихме че в рамките на извършената от Вас търговска дейност се осъществява неправомерно използване на знак, който е идентичен с притежаваната от тях марка, а именно: JUVEDERM за идентификация на предлагани от Вас козметични процедури и продукти.

Тъй като Вие използвате наименованието в търговската си дейност за рекламиране на предлаганите от Вас козметични услуги и козметични продукти без да закупите продукт от DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, с настоящото бихме искали да Ви уведомим, че използването от трети лица на марка JUVEDERM или сходна на нея за козметични продукти и услуги представлява нарушение на правата на DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS като собственик на горепосочената марка за посочените по-горе стоки и услуги на територията на Европейския съюз.

Във връзка с горезложеното, Ви поканваме незабавно да преустановите използването на означението Juvéderm което е сходно до регистрираните марки на доверителите ми за рекламиране на предлаганите от Вас услуги.



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Очакваме в петдневен срок от получаването на настоящата покана (най-късно до 11.01.2016) да ни уведомите в писмена форма за предприетите от Вас стъпки за преустановяване на нарушението в това число преустановяване на всякакво използване (в това число реклама) на означението JUVEDERM.

Надяваме се на разбиране и съдействие от Ваша страна, както се надяваме, че използването на заблуждаващото потребителите означение на Вашите реклами и във връзка с вашите услуги е недоразумение, а не тенденциозно действие.

В случай, че не удовлетворите нашето искане, ще бъдем принудени да защитим правата си пред компетентните органи – Комисията за защита на конкуренцията, Комисията по търговия и защита на потребителите и съдебните власти.

С уважение:

адв. Аглика Иванова

пълномощник на DERMAVITA COMPANY



**TO**

**DERMAVIST – GROUP PRACTICE FOR SPECIALISED  
DERMATOLOGICAL /SKIN DISORDERS/ MEDICAL HELP LTD**

Plovdiv

4003

24 Polkovnik Sava Mutkurov str

**To the attention of:** Iva Asenova Stoilova  
Albena Georgieva Paskaleva – Papatanasiu

**About /Concerning/:** Illicit use of the trade mark JUVEDERM with registration number CTM 014016737, registered for classes 3, 35, 44; owned by DERMAVITA COMPANY(LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, Lebanon

**Date: 06.01.2016**

DEAR MS STOILOVA,  
DEAR MS PASKALEVA,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS is a company /partnership/, which has been on the cosmetic products market for many years and is acknowledged among the customers for its integrity, as well as the quality of the offered products and services.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS is the legal owner of a number of registered and priority trademarks within the territories, where they operate, among which trademarks is also JUVEDERM – registered as a community trademark, valid on the territory of all member states of the EU.

The brand is registered for the following stocks and services:

Class 3: Cosmetics products for professional use and end-consumer use; Cosmetic creams, emulsions, lotions, liquids, serums, milks, gels and skin butter (for the face, body, hands, feet, neck), butters with cosmetic purpose; Cosmetics sets, Cosmetic products and skin-care products; Cosmetic masks, Cosmetic remedies, Cosmetic weight-loss supplements, Cosmetic products for exfoliation and cosmetic peelings, Cosmetic products for skin perfection, Cosmetic products for hair and scalp care, Cosmetic sun protection products (emulsions, lotions, milks, gels, butters, liquids); Cosmetic products for skin whitening, Skin whitening creams, Skin whitening detergents for cosmetic purposes, Cosmetic products for skin lightening, Cosmetic products for skin tone evening, Cosmetic anti-wrinkle /anti-aging/ products, Cosmetic skin rejuvenation products, Cosmetic skin-glow products, Cosmetic hydration products, Cosmetic skin toning products, Essential oils and aroma compounds, Cosmetic toiletries, Cleaning and air-freshening detergents.

Class 35: Advertising, marketing and promotional services; Trade and customer information services; Business analysis, business research, and business information services.

Class 44: Hygiene and beauty care for people.

According to a legal definition given in Article 10, para (1) from the Bulgarian Law on Marks and Geographical Indications (LMGI): “The right to a mark shall be acquired by registration, reckoned from the filing date of the application.”

According to Article 13, para (1), sub-para 2 (supplemented, SG No. 43/2005) from the LMGI: “The right to a mark includes a right of the proprietor of the mark to use and dispose of the said mark, and to prohibit other parties from unauthorized use in the course of trade of any sign which: because of its identity with or similarity to the mark, and because of the identity or similarity of the goods or services covered by the mark with or to the sign, there exists a likelihood of confusion on the part of users, including the likelihood of association of the sign with the mark”.

**With regret and surprise, we have detected unauthorized use in the course of your trade of a mark, which is identical with the owned by DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS trademark, namely:**

JUVEDERM for identification of the offered by you cosmetic procedures and products.

Since you are illicitly using the name (JUVEDERM) within your course of trade for advertising the cosmetic products and services that you offer, without purchasing a product from DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, with this letter we would like to inform you that the unauthorized third party use of the brand JUVEDERM or a similar one for **cosmetic products and services** is a violation of the IP rights of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, who own the aforementioned brand for the aforementioned stocks and services on the territory of the European Union.

**In relation to the above-stated, we invite you to immediately terminate the use of the designation Juvederm, which is similar to the registered trademarks of my constituent, for advertising of the services you offer.**

**We expect you to inform us in writing about the actions you have undertaken in order to terminate the right violation, including the termination of any use (including advertising) of the designation JUVEDERM, in period of no more than 5 (five) days (no later than 11.01.2016).**

**We hope you understand and are willing to cooperate, and we also hope that the use of customer misleading designation in advertisement of your services is a misunderstanding, rather than a conscious action.**

**In case that you do not comply with our request we will be compelled to protect our legal rights in front of the competent authorities – Commission for Protection of Competition, Commission for Consumer Protection ,and the legal authorities.**

**Sincerely,**

**Aglika Ivanova  
Legal Attorney of DERMAVITA COMPANY**



Clinique Croix st Michel  
Docteur Benoît COUSTAL  
40 avenue Charles de Gaulle  
82000 Montauban

À Sofia, le 07/01/2016

À l'attention du Docteur Benoît COUSTAL

**Objet:** Utilisation illicite de la marque commerciale JUVEDERM au numéro de registre CTM 014016737, enregistrée dans les classes 3, 35, 44, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Cher Docteur,

Nous, AESTHETIC SERVICES & DEVELOPMENT, avons la licence en Europe pour la marque JUVEDERM, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS – une société présente depuis des années sur le marché des produits cosmétiques, connue parmi les consommateurs pour son exactitude et la qualité des produits et services offerts.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS est propriétaire de plusieurs marques enregistrées et déclarées dans les territoires d'exercice de ses activités commerciales, y compris la marque JUVEDERM – enregistrée en tant que marque communautaire (marque européenne) – valable dans toute l'Union européenne.

**La marque est enregistrée pour les produits et les services suivants:**

**Classe 3 :** Produits cosmétiques à usage professionnel et utilisation par les consommateurs finaux; Crèmes cosmétiques, émulsions, lotions, liquides, solutions, crèmes, gels et huiles pour la peau (le visage, le corps, les bras, les jambes, le décolleté), huiles à usage cosmétique; Coffrets(Set) cosmétiques, Produits et préparations cosmétiques pour les soins de la peau; Masques cosmétiques, Moyens cosmétiques, Préparations cosmétiques pour la perte de poids, Produits cosmétiques pour l'exfoliation, peelings cosmétiques, Produits cosmétiques pour lissage de la peau; Produits cosmétiques pour la peau, soins pour les cheveux et le cuir chevelu; Produits et préparations cosmétiques de protection solaire (émulsions, lotions, crèmes, gels, huiles, liquides); Produits cosmétiques de blanchiment de la peau, Crèmes pour blanchir la peau, Produits de blanchiment à des fins cosmétiques, Produits cosmétiques pour éclaircir la peau, Produits cosmétiques pour unifier le teint de la peau; Produits cosmétiques anti rides et anti ridules, Produits cosmétiques pour rajeunissement de la peau, Produits cosmétiques pour l'éclat de la peau, Produits cosmétiques pour l'hydratation de la peau, Produits cosmétiques pour tonifier la peau, Huiles essentielles et extraits aromatiques, Produits cosmétiques de toilette, Préparations aromatisantes et de nettoyage.

**Classe 35** : Services de publicité, de marketing et de promotion; Gestion des affaires commerciales, diffusion de matériel publicitaire parmi les consommateurs, travaux de bureau, analyses et études d'affaires, services informatiques.

**Classe 44**: Soins d'hygiène et de beauté pour êtres humains.

Nous avons le mécontentement et la mauvaise surprise de constater que vous réalisez une utilisation illicite d'un signe ou d'un logo identique à la marque qui nous appartient, à savoir: **JUVEDERM** pour les procédures cosmétiques présentes sur votre site web (service "soins d'hygiène et de beauté pour êtres humains" **dans la classe 44**).

Puisque vous utilisez le nom dans votre activité commerciale pour annoncer vos services sans acheter le produit de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, par la présente nous aimerions vous informer que l'utilisation par des tiers de la marque JUVEDERM ou similaire constitue une violation des droits de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS en tant que propriétaire de la marque susmentionnée pour les produits et les services au sein de l'Union européenne.

**En relation avec ce qui précède, nous vous invitons à cesser immédiatement d'utiliser le nom Juvederm qui est similaire à des marques déposées par DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS pour annoncer les services que vous offrez.**

**Nous attendons dans les dix jours suivant la réception de la présente, de nous informer par écrit des mesures prises afin de faire cesser la violation, y compris la suspension de toute utilisation (y compris la publicité) du nom JUVEDERM à l'adresse suivante :**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail : [info@dermavita.net](mailto:info@dermavita.net)  
E-mail : [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

Nous espérons compter sur votre coopération et nous croyons que l'utilisation du nom dans vos annonces relatives aux services offerts est un malentendu et non une action préméditée.

Dans le cas où notre demande ne serait pas satisfaite, nous serons obligés de défendre nos droits devant les autorités compétentes – la Commission de protection de la concurrence, la Commission du commerce et les autorités judiciaires.

Respectueusement,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Mr. Assen Miladinov

Klaarten

BE CLINIC  
Be Clinic Brussels Brusselsesteenweg, 466  
3090 Overijse  
BELGIUM

À Sofia, le 18/01/2016

À l'attention de BE CLINIC

**Objet:** Utilisation illicite de la marque commerciale JUVEDERM au numéro de registre CTM 014016737, enregistrée dans les classes 3, 35, 44, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Madame, Monsieur

Nous, AESTHETIC SERVICES & DEVELOPMENT, avons la licence en Europe pour la marque JUVEDERM, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS – une société présente depuis des années sur le marché des produits cosmétiques, connue parmi les consommateurs pour son exactitude et la qualité des produits et services offerts.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS est propriétaire de plusieurs marques enregistrées et déclarées dans les territoires d'exercice de ses activités commerciales, y compris la marque JUVEDERM – enregistrée en tant que marque communautaire (marque européenne) – valable dans toute l'Union européenne.

**La marque est enregistrée pour les produits et les services suivants:**

**Classe 3 :** Produits cosmétiques à usage professionnel et utilisation par les consommateurs finaux; Crèmes cosmétiques, émulsions, lotions, liquides, solutions, crèmes, gels et huiles pour la peau (le visage, le corps, les bras, les jambes, le décolleté), huiles à usage cosmétique; Coffrets(Set) cosmétiques, Produits et préparations cosmétiques pour les soins de la peau; Masques cosmétiques, Moyens cosmétiques, Préparations cosmétiques pour la perte de poids, Produits cosmétiques pour l'exfoliation, peelings cosmétiques, Produits cosmétiques pour lissage de la peau; Produits cosmétiques pour la peau, soins pour les cheveux et le cuir chevelu; Produits et préparations cosmétiques de protection solaire (émulsions, lotions, crèmes, gels, huiles, liquides); Produits cosmétiques de blanchiment de la peau, Crèmes pour blanchir la peau, Produits de blanchiment à des fins cosmétiques, Produits cosmétiques pour éclaircir la peau, Produits cosmétiques pour unifier le teint de la peau; Produits cosmétiques anti rides et anti ridules, Produits cosmétiques pour rajeunissement de la peau, Produits cosmétiques pour l'éclat de la peau, Produits cosmétiques pour l'hydratation de la peau, Produits cosmétiques pour tonifier la peau, Huiles essentielles et extraits aromatiques, Produits cosmétiques de toilette, Préparations aromatisantes et de nettoyage.

**Classe 35** : Services de publicité, de marketing et de promotion; Gestion des affaires commerciales, diffusion de matériel publicitaire parmi les consommateurs, travaux de bureau, analyses et études d'affaires, services informatiques.

**Classe 44**: Soins d'hygiène et de beauté pour êtres humains.

Nous avons le mécontentement et la mauvaise surprise de constater que vous réalisez une utilisation illicite d'un signe ou d'un logo identique à la marque qui nous appartient, à savoir: **JUVEDERM** pour les procédures cosmétiques présentes sur votre site web (service "soins d'hygiène et de beauté pour êtres humains"  **dans la classe 44**).

Puisque vous utilisez le nom dans votre activité commerciale pour annoncer vos services sans acheter le produit de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, par la présente nous aimerions vous informer que l'utilisation par des tiers de la marque JUVEDERM ou similaire constitue une violation des droits de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS en tant que propriétaire de la marque susmentionnée pour les produits et les services au sein de l'Union européenne.

**En relation avec ce qui précède, nous vous invitons à cesser immédiatement d'utiliser le nom Juvederm qui est similaire à des marques déposées par DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS pour annoncer les services que vous offrez.**

**Nous attendons dans les dix jours suivant la réception de la présente, de nous informer par écrit des mesures prises afin de faire cesser la violation, y compris la suspension de toute utilisation (y compris la publicité) du nom JUVEDERM à l'adresse suivante :**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail : [info@dermavita.net](mailto:info@dermavita.net)  
E-mail : [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

Nous espérons compter sur votre coopération et nous croyons que l'utilisation du nom dans vos annonces relatives aux services offerts est un malentendu et non une action préméditée.

Dans le cas où notre demande ne serait pas satisfaite, nous serons obligés de défendre nos droits devant les autorités compétentes – la Commission de protection de la concurrence, la Commission du commerce et les autorités judiciaires.

Respectueusement,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Mr. Assen Miladinov



Evolys SA  
Rue du Centre 8  
1752 Villars-sur-Glâne

À Sofia, le 18/01/2016

À l'attention de la société EVOLYS SA,

**Objet:** Utilisation illicite de la marque commerciale JUVEDERM au numéro de registre CTM 014016737, enregistrée dans les classes 3, 35, 44, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Madame, Monsieur,

Nous, AESTHETIC SERVICES & DEVELOPMENT, avons la licence en Europe pour la marque JUVEDERM, propriété de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS – une société présente depuis des années sur le marché des produits cosmétiques, connue parmi les consommateurs pour son exactitude et la qualité des produits et services offerts.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS est propriétaire de plusieurs marques enregistrées et déclarées dans les territoires d'exercice de ses activités commerciales, y compris la marque JUVEDERM – enregistrée en tant que marque communautaire (marque européenne) – valable dans toute l'Union européenne.

**La marque est enregistrée pour les produits et les services suivants:**

**Classe 3 :** Produits cosmétiques à usage professionnel et utilisation par les consommateurs finaux; Crèmes cosmétiques, émulsions, lotions, liquides, solutions, crèmes, gels et huiles pour la peau (le visage, le corps, les bras, les jambes, le décolleté), huiles à usage cosmétique; Coffrets(Set) cosmétiques, Produits et préparations cosmétiques pour les soins de la peau; Masques cosmétiques, Moyens cosmétiques, Préparations cosmétiques pour la perte de poids, Produits cosmétiques pour l'exfoliation, peelings cosmétiques, Produits cosmétiques pour lissage de la peau; Produits cosmétiques pour la peau, soins pour les cheveux et le cuir chevelu; Produits et préparations cosmétiques de protection solaire (émulsions, lotions, crèmes, gels, huiles, liquides); Produits cosmétiques de blanchiment de la peau, Crèmes pour blanchir la peau, Produits de blanchiment à des fins cosmétiques, Produits cosmétiques pour éclaircir la peau, Produits cosmétiques pour unifier le teint de la peau; Produits cosmétiques anti rides et anti ridules, Produits cosmétiques pour rajeunissement de la peau, Produits cosmétiques pour l'éclat de la peau, Produits cosmétiques pour l'hydratation de la peau, Produits cosmétiques pour tonifier la peau, Huiles essentielles et extraits aromatiques, Produits cosmétiques de toilette, Préparations aromatisantes et de nettoyage.

**Classe 35** : Services de publicité, de marketing et de promotion; Gestion des affaires commerciales, diffusion de matériel publicitaire parmi les consommateurs, travaux de bureau, analyses et études d'affaires, services informatiques.

**Classe 44:** Soins d'hygiène et de beauté pour êtres humains.

Nous avons le mécontentement et la mauvaise surprise de constater que vous réalisez une utilisation illicite d'un signe ou d'un logo identique à la marque qui nous appartient, à savoir: **JUVEDERM** pour les procédures cosmétiques présentes sur votre site web (service "soins d'hygiène et de beauté pour êtres humains" **dans la classe 44**).

Puisque vous utilisez le nom dans votre activité commerciale pour annoncer vos services sans acheter le produit de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, par la présente nous aimerions vous informer que l'utilisation par des tiers de la marque JUVEDERM ou similaire constitue une violation des droits de DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS en tant que propriétaire de la marque susmentionnée pour les produits et les services au sein de l'Union européenne.

**En relation avec ce qui précède, nous vous invitons à cesser immédiatement d'utiliser le nom Juvederm qui est similaire à des marques déposées par DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS pour annoncer les services que vous offrez.**

**Nous attendons dans les dix jours suivant la réception de la présente, de nous informer par écrit des mesures prises afin de faire cesser la violation, y compris la suspension de toute utilisation (y compris la publicité) du nom JUVEDERM à l'adresse suivante :**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail : [info@dermavita.net](mailto:info@dermavita.net)  
E-mail : [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

Nous espérons compter sur votre coopération et nous croyons que l'utilisation du nom dans vos annonces relatives aux services offerts est un malentendu et non une action préméditée.

Dans le cas où notre demande ne serait pas satisfaite, nous serons obligés de défendre nos droits devant les autorités compétentes – la Commission de protection de la concurrence, la Commission du commerce et les autorités judiciaires.

Respectueusement,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Mr. Assen Miladinov



## VIA E-MAIL AND COURIER

Attention: Legal Department - Ms. Aglika Ivanova

Dermavita Company (Limited Partnership) Parseghian & Partners

6-8 "Mitropolit Kiril Vidinski" Str., entr. 8, office 2

Sofia 1164

Bulgaria

11<sup>th</sup> January 2016

Dear Ms. Ivanova,

### JUVÉDERM Trademark

Recently it has been brought to our attention that several of our customers in Bulgaria received written communications regarding their allegedly unauthorized use of JUVÉDERM.

We would like to point out that contrary to the incorrect and misleading allegations set forth within the aforementioned letters, neither Allergan nor the distributors, customers, clinics and medical professionals that use Allergan's JUVÉDERM products are under any obligation, legal or otherwise, to refrain from using Allergan's approved and trademarked product. To the contrary, Allergan and its distributors, customers, clinics and medical professionals are fully authorized to continue to utilize the JUVÉDERM trademark.

In fact, Allergan's JUVÉDERM prescription products have been approved and widely used in a variety of countries around the world for many years. Furthermore, Allergan's JUVÉDERM product is protected by trademarks in many countries around the world, including in the EU by Community Trademarks registration nos. 5807169, 2196822, 13413406, 13541594, 6295638, 6547053, 6547277, 6547301, and 8792863, all of which pre-date Dermavita's CTM application for JUVÉDERM. The rights stemming from many of Allergan's trademark registrations validate use, without interruption and in any manner, of the approved JUVÉDERM family of prescription products by Allergan and its distributors, customers, clinics and medical professionals.

# ALLERGAN

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Allergan Holdings Ltd, 1<sup>st</sup> Floor, Marlow International, Parkway, Marlow, Bucks SL7 1YL Tel:(01628) 494444 Facsimile: (01628) 494449

Therefore, for at least the above mentioned reasons, Allergan demands that Dermavita immediately cease making incorrect and misleading allegations to Allergan's distributors, customers, clinics and medical professionals.

We are hopeful that we will be able to resolve this matter but please feel free to contact us with your comments, if any, no later than **18<sup>th</sup> January 2015**. In the event we do not hear from you by that date, we will assume that you have agreed to comply with our request.

Kind regards,

**Jose Leite da Costa**

**Legal Counsel - International Legal Department**

**VIA E-MAIL AND COURIER****AESTHETIC SERVICES & DEVELOPMENT**

47, Cherni vrah Blvd.,

Sofia 1407

Bulgaria

19<sup>th</sup> January 2016

Dear Sirs,

**JUVÉDERM Trademark**

Recently it has been brought to our attention that several of our customers in France received written communications regarding their allegedly unauthorized use of JUVEDERM.

We would like to point out that contrary to the incorrect and misleading allegations set forth within the aforementioned letters, neither Allergan nor the distributors, customers, clinics and medical professionals that use Allergan's JUVÉDERM products are under any obligation, legal or otherwise, to refrain from using Allergan's approved and trademarked product. To the contrary, Allergan and its distributors, customers, clinics and medical professionals are fully authorized to continue to utilize the JUVEDERM trademark.

In fact, Allergan's JUVÉDERM prescription products have been approved and widely used in a variety of countries around the world for many years. Furthermore, Allergan's JUVÉDERM product is protected by trademarks in many countries around the world, including in France – registration no 3061345 – and the EU by Community Trademarks registration nos. 5807169, 2196822, 13413406, 13541594, 6295638, 6547053, 6547277, 6547301, and 8792863, **all of which pre-date Dermavita's CTM application for JUVEDERM.** The rights stemming from many of Allergan's trademark registrations validate use, without interruption and in any manner, of the approved JUVÉDERM family of prescription products by Allergan and its distributors, customers, clinics and medical professionals.

# ALLERGAN

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Allergan Holdings Ltd, 1<sup>st</sup> Floor, Marlow International, Parkway, Marlow, Bucks SL7 1YL Tel:(01628) 494444 Facs:mile: (01628) 494449

Therefore, for at least the above mentioned reasons, Allergan demands that Dermavita immediately cease making incorrect and misleading allegations to Allergan's distributors, customers, clinics and medical professionals.

We are hopeful that we will be able to resolve this matter but please feel free to contact us with your comments, if any, no later than **25<sup>th</sup> January 2015**. In the event we do not hear from you by that date, we will assume that you have agreed to comply with our request.

Kind regards,

**Jose Leite da Costa**

**Legal Counsel - International Legal Department**



## VIA E-MAIL AND COURIER

### AESTHETIC SERVICES & DEVELOPMENT

47, Cherni vrah Blvd.

Sofia 1407

Bulgaria

21<sup>st</sup> January 2016

Dear Sirs,

### JUVÉDERM Trademark

Recently it has been brought to our attention that several of our customers in Belgium, the Netherlands and Luxembourg received written communications regarding their allegedly unauthorized use of JUVÉDERM.

We would like to point out that contrary to the incorrect and misleading allegations set forth within the aforementioned letters, neither Allergan nor the distributors, customers, clinics and medical professionals that use Allergan's JUVÉDERM products are under any obligation, legal or otherwise, to refrain from using Allergan's approved and trademarked product. To the contrary, Allergan and its distributors, customers, clinics and medical professionals are fully authorized to continue to utilize the JUVÉDERM trademark.

In fact, Allergan's JUVÉDERM prescription products have been approved and widely used in a variety of countries around the world for many years. Furthermore, Allergan's JUVÉDERM product is protected by trademarks in many countries around the world, including in the EU by Community Trademarks registration nos. 5807169, 2196822, 13413406, 13541594, 6295638, 6547053, 6547277, 6547301, and 8792863, all of which pre-date Dermavita's CTM application for JUVÉDERM. The rights stemming from many of Allergan's trademark registrations validate use, without interruption and in any manner, of the approved JUVÉDERM family of prescription products by Allergan and its distributors, customers, clinics and medical professionals.

# ALLERGAN

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Allergan Holdings Ltd, 1<sup>st</sup> Floor, Marlow International, Parkway, Marlow, Bucks SL7 1YL Tel:(01628) 494444 Facsimile: (01628) 494449

Therefore, for at least the above mentioned reasons, Allergan demands that Dermavita immediately cease making incorrect and misleading allegations to Allergan's distributors, customers, clinics and medical professionals.

We are hopeful that we will be able to resolve this matter but please feel free to contact us with your comments, if any, no later than **28<sup>th</sup> January 2015**. In the event we do not hear from you by that date, we will assume that you have agreed to comply with our request.

Kind regards,

**Jose Leite da Costa**

**Legal Counsel - International Legal Department**



DR RIKA RAKUS  
LONDON CLINIC  
34 Hans Road,  
Knightsbridge,  
London SW3 1RW

Date: 04-02-2016

Attention to Doctor RIKA RAKUS,

**Subject:** Unauthorized use of JUVEDERM trade mark with Registration number CTM 014016737, registered for classes 3, 35, 44, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Dear Sir, Dear Madam,

We, AESTHETIC SERVICES & DEVELOPMENT, are licensed for Europe for JUVEDERM Trade Mark, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS - a company, which has been present for years to the cosmetic products market and has strengthened its position among the consumers both by its being correct and by the quality of goods and services they offer.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS is a holder of a number of registered and stated trademarks in the territories where it performs its commercial activity, as one of those brands is JUVEDERM - registered as a brand of the Community (European trade mark) - valid for the territory of the whole EU.

**The brand has been registered for the following goods and services:**

**Class 3:**

Cosmetics for professional use and for use by the end consumer; Cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet and neck), oils for cosmetic purposes; Cosmetic kits, Cosmetic products and preparation for skin care; Cosmetic masks, Cosmetics, Cosmetic preparations for slimming purposes, Cosmetics for exfoliation, cosmetic peelings, Cosmetics for smoothing the skin; Cosmetics for hair conditioning and care of the hair and scalp; Cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); Cosmetic preparations for skin whitening, Skin whitening creams, Bleaching preparations (decolorants) for cosmetic purposes, Cosmetics for lightening the skin, cosmetics for perfecting the complexion; Anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, Cosmetic preparations for skin hydration, Cosmetics for toning the skin; Essential oils and aromatic extracts; Toiletries; Cleaning and fragrancng preparations.

**Class 35:**

Advertising, marketing and promotional services; Commercial trading and consumer information services; Business analysis, research and information services.

**Class 44:**

Human hygiene and beauty care; Hygienic and beauty care; Human hygiene and beauty care.

To our dissatisfaction and great surprise, we found out that you, exercises unauthorized use of a mark that is identical with the brand owned by us, and in particular: **JUVEDERM** to identify offered by you at your website cosmetic procedures (the "hygiene and beauty care for humans" service included in **class 44**).

Since you use the name in your trade activity to advertise the services offered by you, however you are not buying products from DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, we would hereby like to inform you that the use of the brand JUVEDERM or similar to it by third parties is in fact a infringement of the rights of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS in their capacity of an owner of the above quoted trademark for the above said goods and services on the territory of the European Union.

**With regard to what is stated above, we ask you to immediately terminate the use the signification of Juvederm, for the purpose of advertising of the services you offer of which is similar to the registered by DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS.**

**Within a period of ten days as of receiving this invitation, we expect you to inform us in written to the address hereinafter, for the steps, taken by you in order to cease the infringement , this including termination of any use (including advertising) of the signification of Juvederm:**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail: [info@dermavita.net](mailto:info@dermavita.net)  
E-mail: [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

We hope to receive understanding and cooperation from you, as we hope that the use of misleading for the consumers signification in your advertisements and in relation to your services is a misunderstanding, but not a deliberate action.

In case you did not satisfy our request, we would be forced to defend our rights before the competent authorities – Commission on Protection of Competition, the Commission on Trade and Consumers' Protection, as well as the legal authorities.

Regards,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Assen Miladinov

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VISAGE  
61 Miller Street  
Glasgow  
G1 1EB

Date: 04-02-2016

Attention to VISAGE

**Subject:** Unauthorized use of JUVEDERM trade mark with Registration number CTM 014016737, registered for classes 3, 35, 44, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Dear Sir, Dear Madam,

We, AESTHETIC SERVICES & DEVELOPMENT, are licensed for Europe for JUVEDERM Trade Mark, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS - a company, which has been present for years to the cosmetic products market and has strengthened its position among the consumers both by its being correct and by the quality of goods and services they offer.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS is a holder of a number of registered and stated trademarks in the territories where it performs its commercial activity, as one of those brands is JUVEDERM – registered as a brand of the Community (European trade mark) – valid for the territory of the whole EU.

**The brand has been registered for the following goods and services:**

**Class 3:**

Cosmetics for professional use and for use by the end consumer; Cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet and neck), oils for cosmetic purposes; Cosmetic kits, Cosmetic products and preparation for skin care; Cosmetic masks, Cosmetics, Cosmetic preparations for slimming purposes, Cosmetics for exfoliation, cosmetic peelings, Cosmetics for smoothing the skin; Cosmetics for hair conditioning and care of the hair and scalp; Cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); Cosmetic preparations for skin whitening, Skin whitening creams, Bleaching preparations (decolorants) for cosmetic purposes, Cosmetics for lightening the skin, cosmetics for perfecting the complexion; Anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, Cosmetic preparations for skin hydration, Cosmetics for toning the skin; Essential oils and aromatic extracts; Toiletries; Cleaning and fragancing preparations.

**Class 35:**

Advertising, marketing and promotional services; Commercial trading and consumer information services; Business analysis, research and information services.

**Class 44:**

Human hygiene and beauty care; Hygienic and beauty care; Human hygiene and beauty care.

To our dissatisfaction and great surprise, we found out that you, exercises unauthorized use of a mark that is identical with the brand owned by us, and in particular: **JUVEDERM** to identify offered by you at your website cosmetic procedures (the "hygiene and beauty care for humans" service included in **class 44**).

Since you use the name in your trade activity to advertise the services offered by you, however you are not buying products from DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, we would hereby like to inform you that the use of the brand JUVEDERM or similar to it by third parties is in fact a infringement of the rights of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS in their capacity of an owner of the above quoted trademark for the above said goods and services on the territory of the European Union.

**With regard to what is stated above, we ask you to immediately terminate the use the signification of Juvederm, for the purpose of advertising of the services you offer of which is similar to the registered by DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS.**

**Within a period of ten days as of receiving this invitation, we expect you to inform us in written to the address hereinafter, for the steps, taken by you in order to cease the infringement, this including termination of any use (including advertising) of the signification of Juvederm:**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail: [info@dermavita.net](mailto:info@dermavita.net)  
E-mail: [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

We hope to receive understanding and cooperation from you, as we hope that the use of misleading for the consumers signification in your advertisements and in relation to your services is a misunderstanding, but not a deliberate action.

In case you did not satisfy our request, we would be forced to defend our rights before the competent authorities – Commission on Protection of Competition, the Commission on Trade and Consumers' Protection, as well as the legal authorities.

Regards,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Assen Miladinov

**ДО**  
**ЕСТЕ КЛИНИК БЮТИ ЕООД**  
ЕИК: 203390931  
гр. София 1700  
район р-н Студентски  
бул. „Г.М. Димитров” No 75,  
хотел „ВЕГА“ – Медицински център ЕСТЕ КЛИНИК

**На вниманието на: РАДИНА СТОЯНОВА ДЕНКОВА**

**Относно: неправомерно използванена търговска марка JUVEDERM с  
регистров номер СТМ 014016737, регистрирана за класове 3, 35, 44,  
собственост на DERMAVITA COMPANY (LIMITED PARTNERSHIP)  
PARSEGHIAN & PARTNERS, Lebanon**

**Дата: 05.02.2016г.**

УВАЖАЕМА ГОСПОЖО ДЕНКОВА,

Във връзка с Ваше писмо от 12.01.2016г. бихме искали да Ви уведоми, че:

1. DERMAVITA COMPANY - не оспорва марките на ALLERGAN.
2. фактът, че дружесвата от групата ALLERGAN са притежатели на марки, съдържащи означението JUVEDERM по никакъв начин не оправдава неоснователно и некоректното му използване от трети лица, с което използване - те реално нарушават чужди марки - както е във Вашия случай.

Предвид цитираните от Вас марки на ALLERGAN - приемаме, че сте добре запозната с обхвата на закрила на марките, а именно специфични стоки в клас 5 и клас 10.

Както Ви уведомихме единствено дружество DERMAVITA COMPANY притежава марка JUVEDERM в клас 3 - "козметика" и клас 44 "грижа за красотата".

В този контекст, използването, което Вие реализирате на Вашия сайт излиза извън предлаганите от ALLERGAN продукти и извън обхвата на техните марки. Още повече се използват следните означения - Juvederm Smile, Juvederm 3, Juvederm 4, за които дружеството няма регистрирани марки.

При справка в сайта Ви означението JUVEDERM се използва в секция - "козметика", като се предлагат НЕ ПРОДУКТИ на ALLERGAN с марка JUVEDERM, а се предлагат ПРОЦЕДУРИ (козметична процедура, която е услуга в клас 42) - както е посочено "ЗА ПРОЦЕДУРАТА" / "СЛЕД ПРОЦЕДУРАТА" и са дадени цени НА ПРОЦЕДУРАТА, а не на ПРОДУКТИ на ALLERGAN (още повече в презентацията липсва гаранция или ори информация, че тези процедури се извършват с продукти на ALLERGAN, а продуктите на ALLERGAN, както следва да Ви е известно - не са козметични).

Предвид горното Вие използвате във Вашата търговска дейност за предлагани от Вас козметични процедури наименованието JUVEDERM по начин, който очевидно не го асоциира с дружествата ALLERGAN. Извършвайки тези действия - Вие нарушавате права на индустриална собственост на DERMAVITA COMPANY.

Уведомяваме Ви, че клиентът ни няма да толерира подобна злоупотреба и след настоящето писмо ще счита, че Вия я извършвате съзнателно и преднамерено.

С уважение:



адв. Аглика Иванова

пълномощник на DERMAVITA COMPANY

Dear Mrs. Denkova,

In relation to your letter dated 12.01.2016, we would like to inform you that:

1. DERMAVITA COMPANY does not challenge the trademarks of ALLERGAN
2. The fact that the companies from the ALLERGAN group own trademarks which contain the denotation JUVEDERM, in no way justifies the latter's ungrounded and incorrect use by third parties which – as in your case – constitutes a violation of some else's trademark rights

In view of the ALLERGAN's trademarks which were cited by you, we assume that you are well acquainted with the scope of the copyrights protection, namely the specific goods in class 5 and class 10

As we have already informed you only DERMAVITA COMPANY owns the JUVEDERM trademark in class 3 *Cosmetics* and class 44 *Beauty Care*.

In that context, the usage on your webpage goes beyond the products offered by ALLERGAN and beyond the scope of their trademarks. What is more, the following denotations are used – Juvederm Smile, Juvederm 3, Juvederm 4 – for which the company has no registered trademarks.

On your webpage, the JUVEDERM denotation is used in the *Cosmetics* section, however it is not THE ALLERGAN's PRODUCTS bearing the JUVEDERM trademark that is offered. On the contrary, it is PROCEDURES (cosmetic procedures which is service in class 42) what is being offered – and FOR THE PROCEDURE / AFTER THE PROCEDURE is stated, while prices are quoted FOR THE PROCEDURE and not FOR THE PRODUCTS of ALLERGAN (moreover, in the presentation, there is no any guarantee or even advice that these procedures are carried out using ALLERGAN products, and those products – as you should be well aware of – are not cosmetic products at all).

In view of the above mentioned, in your daily business activity of offering cosmetic procedures, you are using the JUVEDERM denotation in way that evidently is not associated with the ALLERGAN companies. By performing these actions, you are violating the trademarks which are property of DERMAVITA COMPANY.

We advise you that our client will not tolerate such a misuse and following the present letter will assume that it is deliberate and intentional.

Respectfully,

Aglia Ivanova,

Attorney-at-law,

Power of attorney for DERMAVITA COMPANY





DR ELISABETH HAUENSTEIN  
ASTHETISCHE MEDIZIN  
RICHARD-MULLER STR 3  
79206 BREISACH

Date: 11-02-2016

Attention to DR ELISABETH HAUENSTEIN,

**Subject:** Unauthorized use of JUVEDERM trade mark with Registration number CTM 014016737, registered for classes 3, 35, 44, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

Dear Doctor,

We, AESTHETIC SERVICES & DEVELOPMENT, are licensed for Europe for JUVEDERM Trade Mark, property of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS - a company, which has been present for years to the cosmetic products market and has strengthened its position among the consumers both by its being correct and by the quality of goods and services they offer.

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS is a holder of a number of registered and stated trademarks in the territories where it performs its commercial activity, as one of those brands is JUVEDERM - registered as a brand of the Community (European trade mark) - valid for the territory of the whole EU.

**The brand has been registered for the following goods and services:**

**Class 3:**

Cosmetics for professional use and for use by the end consumer; Cosmetic creams, emulsions, lotions, liquids, solutions, milks, gels and oils for the skin (of the face, body, hands, feet and neck), oils for cosmetic purposes; Cosmetic kits, Cosmetic products and preparation for skin care; Cosmetic masks, Cosmetics, Cosmetic preparations for slimming purposes, Cosmetics for exfoliation, cosmetic peelings, Cosmetics for smoothing the skin; Cosmetics for hair conditioning and care of the hair and scalp; Cosmetic sunscreen products and preparations (emulsions, lotions, milks, gels, oils, liquids); Cosmetic preparations for skin whitening, Skin whitening creams, Bleaching preparations (decolorants) for cosmetic purposes, Cosmetics for lightening the skin, cosmetics for perfecting the complexion; Anti-wrinkle cosmetics, skin rejuvenation cosmetics, skin lightening cosmetics, Cosmetic preparations for skin hydration, Cosmetics for toning the skin; Essential oils and aromatic extracts; Toiletries; Cleaning and fragrancing preparations.

**Class 35:**

Advertising, marketing and promotional services; Commercial trading and consumer information services; Business analysis, research and information services.

**Class 44:**

Human hygiene and beauty care; Hygienic and beauty care; Human hygiene and beauty care.

To our dissatisfaction and great surprise, we found out that you, exercises unauthorized use of a mark that is identical with the brand owned by us, and in particular: **JUVEDERM** to identify offered by you at your website cosmetic procedures (the "hygiene and beauty care for humans" service included in **class 44**).

Since you use the name in your trade activity to advertise the services offered by you, however you are not buying products from DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS, we would hereby like to inform you that the use of the brand JUVEDERM or similar to it by third parties is in fact a infringement of the rights of DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS in their capacity of an owner of the above quoted trademark for the above said goods and services on the territory of the European Union.

**With regard to what is stated above, we ask you to immediately terminate the use the signification of Juvederm, for the purpose of advertising of the services you offer of which is similar to the registered by DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS.**

**Within a period of ten days as of receiving this invitation, we expect you to inform us in written to the address hereinafter, for the steps, taken by you in order to cease the infringement, this including termination of any use (including advertising) of the signification of Juvederm:**

**AESTHETIC SERVICES & DEVELOPMENT,  
47, Cherni vrah Blvd., 1407 Sofia, BULGARIA  
E-mail: [info@dermavita.net](mailto:info@dermavita.net)  
E-mail: [info@aestheticservicesanddevelopment.com](mailto:info@aestheticservicesanddevelopment.com)**

We hope to receive understanding and cooperation from you, as we hope that the use of misleading for the consumers signification in your advertisements and in relation to your services is a misunderstanding, but not a deliberate action.

In case you did not satisfy our request, we would be forced to defend our rights before the competent authorities - Commission on Protection of Competition, the Commission on Trade and Consumers' Protection, as well as the legal authorities.

Regards,

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS  
Mr. Houssam Tawil

AESTHETIC SERVICES & DEVELOPMENT  
Assen Miladinov

MAZEN HOUSSAMI  
*Avocat à la cour*

53 Rue Spears – Imm. de l'Union  
Nationale – Bureau 69 – Sanayeh  
B.P. 2466/116, Beyrouth, LIBAN  
Tel: 961 (01) 345700 - 354700  
Fax: 961 (01) 740820

**To** : Allergan Inc., 2525 Dupont Drive, Irvine, POBox 19534,  
CA 92623-9534, USA  
**Attention** : Mr. Matthew Brady (associate vice president)  
**Cc (by email)** : Mr. Alexander Kent, Ms. Dana Kang  
**Date** : November 10, 2015  
**Subject** : Reply to your letter dated September 21, 2015

**SENT BY EMAIL**  
**ORIGINAL SENT BY REGISTERED POST**

Dear Sirs,

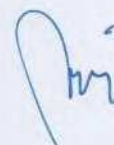
I am the general counsel of Dermavita, a Lebanese company that owns the trademark registrations of JUVEDERM and SURGIDERM in class 5 in Lebanon, as well as the trademark registration for JUVEDERM in classes 3, 35 and 44 in the European Union, in addition to trademark registrations under all or some of the classes above in many other countries including without limitation some countries of the MENA region, South America and Asia.

I have received your letter dated September 21, 2015 and below is my initial reply to your letter :

Dermavita has gained proprietary rights over the trademarks « JUVEDERM » and « SURGIDERM » through substantial and uninterrupted use, promotion, manufacture and sales since 1999 to this date.

As you know, Dermavita has obtained an irrevocable and final judgement by the competent courts of Lebanon, whose jurisdiction was chosen by your company, following a 7 year litigation brought by Allergan Inc. against Dermavita, where Allergan Inc. has been duly represented. This judgement confirms and protects the rights of Dermavita over the trademarks in the designated class and allows Dermavita to request the radiation of Allergan Inc. registration for both trademarks. Your letter omits intentionally any mention of this long litigation history in a clear illegal attempt from your side to veil important facts thus jeopardizing the interests of Dermavita.

Finally, Dermavita has been manufacturing, promoting and selling a wide range of cosmetic products in many countries around the world and mainly in Europe, the MENA region and parts of South America and Asia, and recently in the USA.



Dermavita products are all government approved and licensed both for production and manufacturing, as well as for the sale and distribution in all the countries where Dermavita has an activity. Dermavita follows rigorous procedures and applies high quality standards that make its products perfectly and extremely safe and risk free for the use by beauty and aesthetic experts and professionals, and directly by consumers.

Dermavita products are different from, and cannot be confused with any other products, notably with Allergan products since they are of different natures, composition and sources, and they are addressed to a different client base and it is easy for any regular consumer (let aside a physician) to differentiate between them. The alleged risk of confusion between Dermavita products and Allergan products mentioned in your letter dated September 21, 2015, cannot exist and is merely an attempt by Allergan to benefit from the successful development of Dermavita products in the cosmetic field where Allergan does not have any activity or products on any market. In fact, Allergan produces dermic implant (filler) composed of hyaluronic acid and the « Juvéderm » trademark is registered specifically for this type of products under a sub-class of class 10, while Dermavita produces a wide range of cosmetic products falling under classes 3 and 5. Moreover, the composition of Dermavita products and the manufacturer are clearly mentioned on every product unlike Allergan products for which Allergan Group companies tend illegally to conceal such information with a clear intention to deceive the consumers.

In light of the above, I have to say that the receipt and the contents of your letter dated September 21, 2015 came as a surprise, especially with regard to the allegations it contains which are not only inaccurate, erroneous and inconsistent, but also defamatory, slanderous and illegal in many ways. It should be noted that your letter intentionally omits to clarify the names of the various companies that own trademark registrations that include the word «Juvéderm» with an aim to generalize and address this subject in a superficial manner, while this matter requires extreme prudence and diligence to avoid any illegal practices that could be very harmful to Dermavita. In fact, your unfounded allegations have been followed by series of illegal, slanderous and deeply harmful actions by other Allergan Group companies that are currently being reviewed by our team and will be subject to claims before the competent courts. Your persistence in those practices will compel Dermavita to seek proper compensation to all the damages sustained through adequate legal means.

As a result of the above, your letter and its contents are rejected and you are requested immediately:

- a) to abstain from all the competitive and illegal practices that Allergan Inc and the other Allergan Group companies have been pursuing,
- b) to withdraw any filing and applications for the registration of «Juvéderm» trademarks in the European Union and other countries in any classes,
- c) to restrict your registration to the sub-class under class 10 voluntarily used by Allergan in all its previous registrations as «injectable hyaluronic acid derma filler for wrinkles treatment and hydratation», and
- d) to limit the use of «Juvéderm» trademark strictly to your hyaluronic acid derma fillers, bearing in mind that Dermavita has already initiated and/or completed the registration of «JUVEDERM» trademark in various classes excluding the sub-class



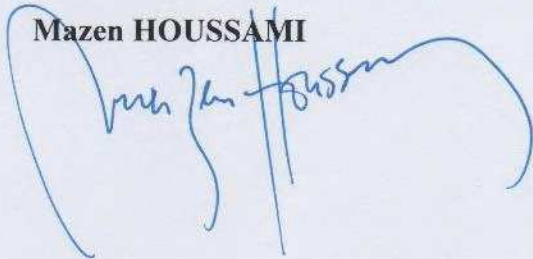
used by Allergan for its trademarks registrations, and has developed products and initiated promotion and sales activities under the registered trademark.

Finally, Dermavita, reserves its rights against Allergan Inc as well as all the other Allergan Group companies with regard to the above facts, notably with regard to the illegal practices committed by Allergan Group companies, some of which are of a criminal nature.

Your immediate compliance to Dermavita requests will allow to avoid unnecessary legal actions and claims that Dermavita cannot withhold itself from pursuing anymore, should your failure to comply persist, such actions to include without limitation the publishing of the judgments protecting Dermavita rights in the international and specialized press thus putting an end to all your unfounded allegations, without prejudice to seeking any other remedy or compensation.

Under all reserves

**Mazen HOUSSAMI**

A handwritten signature in blue ink, appearing to read 'Mazen Houssami', is written over the printed name. The signature is stylized and includes a large loop on the left side.



ВЕДОМСТВО ЗА ХАРМОНИЗАЦИЯ НА ВЪТРЕШНИЯ ПАЗАР  
(ТЪРГОВСКИ МАРКИ И ДИЗАЙНИ)

Заявка за марка на Общността

Дата на писмо за потвърждение за получаване (ДД/ММ/ГГГГ) 30/04/2015	Брой на страниците (включително настоящата) 3
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<b>Език</b>		<b>Вашата референция:</b>
Първи език	Български	
Втори език:	Английски	
Желая да получавам цялата кореспонденция на втория език: <input type="checkbox"/>		
Ще предоставя превод на отказа от права, описанието и списъка със стоки и услуги на втория език: <input type="checkbox"/>		

<b>Заявител(и)</b>	<b>Номер на заявител 1</b>	<b>ID на заявител ОНІМ</b>	692368
Вид заявител:	Дружество		
Име:	DERMAVITA		
Правна форма:	??		
Държава на регистрация:	ЛИВАН		
Адрес:	Spears str., Al Itihad building. Floor 6, Mussaitbeh, Al Sanayeh		
Град:	Beirut		
Държава/област:			
Пощенски код:			
Държава:	ЛИВАН		
Пощенски адрес:	DERMAVITA Spears str., Al Itihad building. Floor 6, Mussaitbeh, Al Sanayeh Beirut ЛИВАН		
Телефон:			
Номер на факс:			
Имейл адрес:			
Уебсайт:			

<b>Представител(и)</b>	<b>Представител № 1</b>	<b>ID на регистриран в ОНІМ представител</b>	37031
Вид на представител:	Данни за професионален представител пред ОНІМ		
Име:	Ivan Nikolov Ivanov		
Държава на регистрация:	БЪЛГАРИЯ		
Националност	БЪЛГАРИЯ		
Адрес:	IP Consulting Ltd. 6-8, Mitropolit Kiril Vidinski Str., vh. 8, floor 2, office 2		
Град:	Sofia		
Държава/област:			
Пощенски код:	1164		
Държава:	БЪЛГАРИЯ		



**ВЕДОМСТВО ЗА ХАРМОНИЗАЦИЯ НА ВЪТРЕШНИЯ ПАЗАР  
(ТЪРГОВСКИ МАРКИ И ДИЗАЙНИ)**

**Заявка за марка на Общността**

<b>Представител(и)</b>	
Пощенски адрес:	Ivan Nikolov Ivanov IP Consulting Ltd. 6-8, Mitropolit Kiril Vidinski Str., vh. 8, floor 2, office 2 1164 Sofia БЪЛГАРИЯ
Телефон:	00 359-28162060
Номер на факс:	00 359-29633061
Имейл адрес:	ivanivanov@ipconsulting.eu
Уебсайт:	http://www.ipconsulting.eu

<b>Марка</b>	
Вид на марката:	Словна марка
Представяне на марка:	JUVEDERM
Отказ от права:	<input type="checkbox"/>
Колективна марка на Общността	<input type="checkbox"/>

<b>Списък със стоки и услуги</b>		
Клас	Стоки и услуги	Език
3	Козметични продукти за професионална употреба и употреба от крайни консуматори; Козметични кремове, емулсии, лосиони, течности, разтвори, млека, гелове и масла за кожата (на лицето, на тялото, на ръцете, на краката, на деколтето), масла за козметични цели; Козметични комплекти, Козметични продукти и препарати за грижи за кожата; Козметични маски, Козметични средства, Козметични препарати за отслабване, Козметични продукти за ексфолиация, козметични пилинги, Козметични продукти за изглаждане на кожата; Козметични продукти за поддържане на косата, грижи за косата и скалпа; Козметични слънцезащитни продукти и препарати (емулсии, лосиони, млека, гелове, масла, течности); Козметични продукти за избелване на кожата, Избелващи кремове за кожа, Избелващи препарати за козметични цели, Козметични продукти за изсветляване на кожата, Козметични продукти за изравняване на тена на кожата; Козметични продукти против бръчици и бръчки, Козметични продукти за подмладяване на кожата, Козметични продукти за блясък на кожата, Козметични продукти за хидратиране на кожата, Козметични продукти за тонизиране на кожата; Етерични масла и ароматни екстракти; Козметични тоалетни принадлежности; Почистващи и ароматизиращи препарати.	BG



**ВЕДОМСТВО ЗА ХАРМОНИЗАЦИЯ НА ВЪТРЕШНИЯ ПАЗАР  
(ТЪРГОВСКИ МАРКИ И ДИЗАЙНИ)**

**Заявка за марка на Общността**

**Списък със стоки и услуги**

Клас	Стоки и услуги	Език
35	Рекламни, маркетингови и промоционални услуги; Търговски и потребителски информационни услуги; Бизнес анализи, бизнес проучвания и бизнес информационни услуги.	BG

Клас	Стоки и услуги	Език
44	Грижи за хигиената и красотата за хора; Грижи за хигиената и красотата; Грижа за хигиената и красотата на хората.	BG

**Такса**

Плащане чрез:	Банков превод
Основна такса	900,00
Такса за търсене	
Такса за допълнителен клас	
Общо:	900,00

**Подпис**

Собствено име и фамилия	Правомощия на подписващия
Иван Николов Иванов	Данни за професионален представител пред ОНИМ





**ВЕДОМСТВО ЗА ХАРМОНИЗАЦИЯ НА ВЪТРЕШНИЯ  
ПАЗАР**

**(ТЪРГОВСКИ МАРКИ И ДИЗАЙНИ)**

Отдел „Операции“

L106a

**Известие за пропуски във формалните изисквания  
съгласно правило 9, параграф 3 от Регламента за прилагане на  
Регламента относно марката на Общността (“РПРМО”)**

Аликанте, 11/05/2015

Ivan Nikolov Ivanov  
IP Consulting Ltd.  
6-8, Mitropolit Kiril Vidinski Str., vh. 8, floor 2,  
office 2  
1164 Sofia  
BULGARIA

**Заявка №: 014016737**

**Ваш референтен номер:**

**Марка: JUVEDERM**

**Вид на марката: Word mark**

**Заявител: DERMAVITA  
Spears str., Al Itihad building. Floor 6,  
Mussaitbeh, Al Sanayeh  
Beirut  
LÍBANO**

При извършената проверка на заявката беше отбелязан следният пропуск:

- правната форма на заявителя липсва.

Този пропуск трябва да бъде отстранен в срок до два месеца от получаване на настоящото уведомление. Ако не бъде отстранен заявката се отхвърля.

**Ivanka IVANOVA**

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Patents • Utility Models • Trade Marks • Geographical Indications • Industrial Design • Copyright • Plant Variety Protection  
Enforcement • Litigation • Unfair Competition • Border Control

**To**  
**Office for harmonization in the internal market**  
**(Trademark department)**

**Subject:**  
**CTM 014016737 JUVEDERM, filing date 30/04/2015**

**Date: 21.01.2014**

**УВАЖАЕМИ ЕКСПЕРТИ,**

**Във връзка с Ваше писмо Ви уведомяваме, че правната форма на дружество**  
**ДЕРМАВИТА / DERMAVITA е:**

**1. Командитно дружество / Limited partnership**

**Молим да ни уведомите, ако са необходими допълнителни корекции.**

**With best regards,**



**Ivan Ivanov - European trademark attorney**

**Translation of OHIM's notice of 11th May 2015**

Upon inspection of the application we note the following omission:

- The legal form of the applicant is missing.

This omission must be corrected within two months of receipt of this notice. If the omission is not corrected then the application will be rejected.

**Translation of the applicant's reply of 28th May 2015**

The correct legal form of the applicant, DERMAVITA, is:

1. Limited Partnership



---

Patents • Utility Models • Trade Marks • Geographical Indications • Industrial Design • Copyright • Plant Variety Protection  
Enforcement • Litigation • Unfair Competition • Border Control

**TO**

**OFFICE FOR HARMONIZATION  
IN THE INTERNAL MARKET**

**communication: by fax**

**Subject: CHANGE IN THE NAME OF OWNER WITH ID 692368**

**CTM 14016737 and RCD 002689687-0001 and 002689687-0002**

Dear Experts,

Please find enclosed an extract from the trade register showing that the name of the owner with ID in the OHIM database 692368 at present is:

**DERMAVITA COMPANY (LIMITED PARTNERSHIP) PAREGHIAN & PARTNERS**

Please correct the name of the legal entity accordingly in the OHIM database.

With regards,

Ivan Ivanov – European Trademark Attorney



**NOON Center for Translation & Typing**

Judicial Translation - Legalization - Typing  
Beirut - Corniche Al-Mazraa  
Colombia Center - Block B - Ground Floor  
Phone : 01/705167 - 03/838471

**مركز نون للترجمة والطباعة**

ترجمة قانونية - مصادقات - طباعة  
بيروت - كورنيش المزرجة  
كولومبيا سنتر - بلوك ب - الطابق الأرضي  
هاتف : ٠١/٧٠٥١٦٧ - ٠٣/٨٣٨٤٧١

**Republic of Lebanon  
Ministry of Justice**

No. 1006635

**REGISTRATION CERTIFICATE OF  
A COMMERCIAL COMPANY**

The Head Clerk of the Court of First Instance in Beirut (Register of Commerce) does hereby confirm that the Commercial Company known under the name of :

**DERMAVITA COMPANY  
(LIMITED PARTNERSHIP)  
PARSEGHIAN & PARTNERS**

Was registered in the Register of Commerce on March 02, 2007 under no. 1006635 R.C. in accordance with both articles no. 26 and 49 of the Code of Commerce.

In testimony whereof, and upon request of M/S Sevag PARSEGHIAN , the present certificate has been delivered to be used in accordance with the laws in effect.

True Copy delivered on March 05, 2007  
Chief Clerk of the Commercial Register in Beirut  
Youssef Yassine  
Signature & Seal

\* True translation of the Arabic text enclosed herewith.

*Youssef Yassine*

**NOON Center for Translation & Typing**

Judicial Translation – Legalization – Typing  
 Beirut - Corniche Al-Mazraa  
 Colombia Center - Block B - Ground Floor  
 Phone : 01/705167 – 03/838471

**مركز نون للترجمة والطباعة**

ترجمة قانونية - مصادقات - طباعة  
 بيروت - كورنيش المزعة  
 كولومبيا سنتر - بلوك ب - الطابق الأرضي  
 هاتف : ٠١/٧-٥١٦٧ - ٠٣/٨٣٨٤٧١

**Republic of Lebanon**  
 Ministry of Finance

**Registration Certificate  
 of a Company**

Name of the company : Dermavita Company – Parseghian & Partners  
 Commercial name : ----  
 Legal Form : Limited Partnership

**Headquarters:**

Province	: Beirut	Street	: Spears	Tel.	03/752 550
Area	: Mussaitbeh	Building	: Al Itihad	Fax	---
Quarter	: Al Sanayeh	Floor	: /06/	P.O. Box:	---
Area	: ----				

**Registration number : 1670882**

Delivered on 22/02/2008

**Chief of the Revenues Department**  
**Louay Hajj Chchade**  
 Signature and seal

\* True translation of the Arabic text herein attached.

---

Patents • Utility Models • Trade Marks • Geographical Indications • Industrial Design • Copyright • Plant Variety Protection  
Enforcement • Litigation • Unfair Competition • Border Control

**TO**

**OFFICE FOR HARMONIZATION  
IN THE INTERNAL MARKET**

**communication: by fax**

**Subject: CHANGE IN THE NAME OF OWNER WITH ID 692368**

**CTM 14016737 and RCD 002689687-0001 and 002689687-0002**

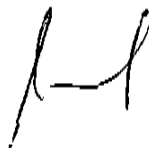
Dear Experts,

Please find enclosed an extract from the trade register showing that the name of the owner with ID in the OHIM database 692368 at present is:

**DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS**

Please correct the name of the legal entity accordingly in the OHIM database.

With regards,



Ivan Ivanov – European Trademark Attorney



BEFORE THE CANCELLATION  
DIVISION OF THE OFFICE FOR  
HARMONIZATION IN THE  
INTERNAL MARKET

BETWEEN

ALLERGAN HOLDINGS FRANCE SAS

(APPLICANT FOR INVALIDITY)

AND

DERMAVITA COMPANY (LIMITED PARTNERSHIP) PARSEGHIAN & PARTNERS

(REGISTERED PROPRIETOR)

---

WITNESS STATEMENT OF CATHERINE CURUTCHET

---

I, Catherine Curutchet, of 12 Place de la Defense, 4eme etage, 92400, Courbevoie, France, state as follows:

**A. INTRODUCTION**

1. I am the President of Allergan Holdings France SAS and have held this role since May 2015. Prior to this role, I was Allergan's Country Manager for France (between June 2013 and May 2015), and Allergan's Business Unit Director for Ophthalmology (between June 2009 and June 2013).
2. I am authorised to make this witness statement on behalf of Allergan Holdings France SAS, the Applicant for Invalidity.
3. For the purposes of this statement, I will use the name "Allergan" to refer generally to the Allergan business and entities within the Allergan group, including Allergan, Inc. Allergan Holdings France SAS and Allergan, Inc. are related entities insofar as they are both wholly owned subsidiaries of Allergan plc.
4. I certify that the JUVÉDERM® trade mark, which is the subject of various European Community trade mark ("CTM") registrations in the name of Allergan Holdings France SAS, including CTM 005807169, has been used continuously in the European Union since at least as early as 2004, and from 2007 to the present day by Allergan. All such past and current use by Allergan was, is and continues to be with the permission of Allergan Holdings France SAS. Prior to that, the date of first use of JUVÉDERM® anywhere in the world was 2001.
5. The matters set out below are within my own knowledge and/or the records of my company, and are stated to the best of my information or belief.

## **B. THE ALLERGAN BUSINESS**

### **Introduction**

6. Allergan is a global pharmaceutical business that researches, develops, manufactures, markets and sells pharmaceutical and other products for the ophthalmic, neurological, medical aesthetics, medical dermatological and other specialty industries. We supply our products in over 100 countries. Headquartered in Dublin, Ireland and having United States administrative headquarters in Parsippany, New Jersey, Allergan has more than 30,000 employees in more than 100 commercial locations worldwide. This includes research and development facilities in the UK, Ireland, Belgium, France, Italy, Romania, and Bulgaria. In addition, we manufacture the majority of our products in our own state-of-the-art plants, including a plant in Ireland.

### **Allergan's beginnings**

7. The origin of the Allergan business traces back to a small laboratory annexed to a Los Angeles pharmacy owned by Gavin Herbert Sr, who in 1949 was approached by a chemist friend with an idea for an anti-allergy nose drop. They set up the laboratory and produced and introduced the nasal drop to the Los Angeles market through the company Allergan Pharmaceuticals, Inc. in 1950. The company had originally been incorporated in California in 1948 under the name Child Institute Inc., and the new company name was inspired by the anti-allergy product. An ophthalmologist friend then suggested that they reformulate the nasal drop as an eye drop to treat allergic conjunctivitis. The product was launched in 1952 as the first antihistamine eye drop in the US. This gave birth to Allergan's ophthalmic pharmaceuticals business, which was driven from the late 1950s by Gavin Herbert Jr, the current Chairman Emeritus of Allergan, Inc. and son of the founder.
8. Allergan's eye care business grew gradually from its humble beginnings to a leading global market force. Allergan Pharmaceuticals, Inc. became a US public company in 1970, and was reincorporated in Delaware in 1977. Allergan was acquired by SmithKline Beecham plc (then known as SmithKline Corporation) in 1980, and operated as a wholly owned subsidiary of SmithKline until 1989, when Allergan again became a stand-alone public company, having also changed its name from Allergan Pharmaceuticals, Inc. to Allergan, Inc. in 1986.

### **Allergan's current business**

9. Our ophthalmic business now includes a wide range of prescription and non-prescription products for the treatment of diseases and disorders of the eye, including glaucoma (currently one of the world's leading causes of blindness), dry eye, inflammation, infection and allergy.
10. In addition to being a world leader in the eye care industry, Allergan is pre-eminent in the neurological and medical aesthetics fields. The BOTOX® product is one of Allergan's key products in these areas and is one of the world's most versatile medicines. Since its launch twenty years ago, it has improved the lives of millions of patients suffering from a range of therapeutic disorders and has been at the forefront of the market in facial aesthetics for the reduction of facial lines and wrinkles.
11. Allergan's dermatological business includes treatments for acne and psoriasis (a skin disease characterised by dry red patches) and the SKINMEDICA® physician-dispensed, non-prescription aesthetic products.

12. In March 2006 and January 2007, Allergan acquired respectively Inamed Corporation and Groupe Corneal Laboratoires, which had distributed JUVÉDERM® in some European markets since 2004, thus adding to our worldwide portfolio of businesses in the fields of medical aesthetics, dermatology and plastic surgery. JUVÉDERM® dermal fillers are a key part of this new product range, which also includes dermal fillers for the reduction of facial lines and wrinkles, such as HYDRAFILL® and SURGIDERM®, and breast augmentation and reconstruction products.
13. In June 2006, JUVÉDERM® was approved for sale in the United States for use on wrinkle and fold correction. Allergan began selling follow-on products JUVÉDERM® ULTRA and JUVÉDERM® ULTRA PLUS in January 2007 following the completion of a trial with dermatologists, plastic and reconstructive surgeons and aesthetic specialty physicians. We began selling JUVÉDERM® ULTRA 3, containing lidocaine, an anaesthetic that alleviates pain during injections, in Europe in January 2008.
14. We market various formulations of JUVÉDERM® for wrinkle and fold augmentation, as well as JUVÉDERM VOLUMA® to correct age-related volume loss in the mid-face. In 2011, JUVÉDERM VOLIFT® and JUVÉDERM VOLBELLA® were granted a CE mark and launched JUVÉDERM VOLUMA® with lidocaine in Europe. The JUVÉDERM® dermal filler family of products are currently approved or under review in approximately 90 countries, including all major world markets.

#### **Research and development**

15. As of the year end 2015, Allergan employed approximately 30,000 people in its pioneering research and development efforts in the above fields. Allergan's approximate research and development expenditure per year for the years 2001 to 2015 (to September 30th) is set out in **Table 1** below:

**Table 1**

<b>Year end 31 December</b>	<b>R&amp;D Expenditure</b>
2001	\$227.5 million
2002	\$233.1 million
2003	\$763.5 million
2004	\$345.6 million
2005	\$391 million
2006	\$1,055.1 million
2007	\$718.1 million
2008	\$797.9 million
2009	\$706.0 million

2010	\$804.6 million
2011	\$902.8 million
2012	\$977.3 million
2013	\$1,042.3 million
2014	\$1,191.6 million
2015 (to September 30)	\$ 1,927.9 million

### Worldwide sales

16. The Allergan total global product net sales for the years 2001 – 2015 (to September 30) are set out in **Table 2** below:

**Table 2**

Year end 31 December	Total Net sales	European Net sales
2001	\$1,142.1 million	
2002	\$1,385 million	
2003	\$1,755.4 million	\$272.5 million
2004	\$2,045.6 million	\$334.6 million
2005	\$2,319.2 million	\$395 million
2006	\$3,010.1 million	\$550 million
2007	\$3,879 million	\$755 million
2008	\$4,339.7 million	\$752.9 million
2009	\$4,447.6 million	\$784.3 million
2010	\$4,819.6 million	\$882.6 million
2011	\$5,347.1 million	\$981.2 million
2012	\$5,549.3 million	\$1,121.4 million
2013	\$6,197.5 million	\$ 1,258.8 million
2014	\$7,126.1 million	\$ 1,408.9 million

Year end 31 December	Total Net sales	European Net sales
2015 (to September 30)	\$10,873.5 million	\$967.9 million

### C. JUVÉDERM®

#### The JUVÉDERM® product

##### The nature of the JUVÉDERM® products

17. The JUVÉDERM® family of products are injectable gel fillers containing hyaluronic acid that are used to smooth facial wrinkles and to add volume to areas of the face where the skin sags.

##### Approved uses, Safety and efficacy of the JUVÉDERM® products

18. For more than 10 years, the safety and effectiveness of JUVÉDERM® formulations have been studied in at least 16 clinical trials with nearly 3000 clinical trial subjects treated worldwide, beginning with JUVÉDERM® Ultra, which was FDA-approved in 2006. Key US studies include: Juvederm registration trial, Skin of Color, Pivotal Trial with Severe fold subanalysis and 1 year duration, Juvederm Ultra Plus vs. Perlane, Juvederm lip pivotal trial, as well as many publications on the in vitro and in vivo characteristics of the products (lift capacity, in-lab duration, tissue integration, moldability).
19. By way of illustration of Allergan's commitment to the safety and effectiveness of its JUVÉDERM® preparations, I enclose as **Exhibit CC1** a Declaration of Conformity signed on behalf of Allergan to declare that the products listed in the Declaration are manufactured in conformity with the ISO 13485 : 2003/EN ISO 13485 : 2012 standard, the dispositions of the Annex II (Full Quality Assurance System) of the 93/42/EEC Directive (June 14th 1993) and its amendments and the dispositions of the French Public Health Code applicable to medical devices.
20. I enclose as **Exhibit CC2.i-iv** copies of the European Conformity certificates for JUVÉDERM products.
21. JUVÉDERM® has product approval in the all 28 EU Member States (as well as in many other countries worldwide):

i. Austria	xi. Germany	xxi. Poland
ii. Belgium	xii. Greece	xxii. Portugal
iii. Bulgaria	xiii. Hungary	xxiii. Romania
iv. Croatia	xiv. Ireland	xxiv. Slovakia
v. Cyprus	xv. Italy	xxv. Slovenia
vi. Czech Republic	xvi. Latvia	xxvi. Spain
vii. Denmark	xvii. Lithuania	xxvii. Sweden
viii. Estonia	xviii. Luxembourg	xxviii. UK
ix. Finland	xix. Malta	
x. France	xx. Netherlands	

Research & Development

22. Allergan's research and development relating to the JUVÉDERM® product family is carried out at the Allergan site in Pringy, France. I enclose as **Exhibit CC3** a copy of an R&D report about the Pringy site. The report sets out the company's R&D priorities in relation to the JUVÉDERM® products, and states that around 28 million syringes were produced at the site between 2000 and the date of the report.
23. Allergan has invested in many studies to support the JUVÉDERM® collection of products. From 2010 through to the end of 2015, Allergan has expended over \$11 million on the research and development of the JUVÉDERM® products in relation to therapeutic and cosmetic treatments, including undertaking analytical research and conducting pre-clinical and clinical studies.
24. I set out in **Table 3** below Allergan's annual R&D spend in relation to JUVÉDERM® products from the years 2006 (March onwards) to 2015.

**Table 3**

<b>Year end 31 December</b>	<b>JUVÉDERM® R&amp;D Expenditure</b>
2004	2,730,799
2005	4,268,703
2006	4,785,652
2007	6,165,404
2008	11,323,706
2009	8,867,686
2010	11,625,804
2011	22,980,787
2012	18,158,463
2013	25,160,902
2014	29,580,104
2015	~\$30,000,000

**The JUVÉDERM® trade mark**

JUVÉDERM® trade mark registrations

25. Allergan owns more than 220 trade mark registrations of and pending applications worldwide for the JUVÉDERM® trade mark and marks containing the JUVÉDERM name. These

registrations and applications cover a combination of Classes 3, 5, 10 and 44. I enclose as **Exhibit CC4** a schedule of these marks.

26. I set out in **Table 4** below the JUVÉDERM® trade mark registrations and applications owned by Allergan in the European Union.

**Table 4**

Trade mark	Trade mark office	Application number / Registration number	Nice classes	Application date	Registration date
JUVÉDERM VYBRANCE	EM	013541594 / 013541594	5	10-12-2014	25-03-2015
JUVEDERM	EM	002196822 / 002196822	10	18-04-2001	25-06-2002
JUVEDERM ULTRA SMILE	EM	008792863 / 008792863	5,10,44	05-01-2010	22-06-2010
JUVÉDERM REFINE	EM	006547277 / 006547277	5,10	31-12-2007	04-12-2008
JUVÉDERM VOLUMA	EM	006547301 / 006547301	5,10	31-12-2007	11-12-2008
JUVEDERM ULTRA	EM	006295638 / 006295638	5,10	20-09-2007	21-08-2008
JUVÉDERM FORMA	EM	006547053 / 006547053	5,10	31-12-2007	04-12-2008
JUVÉDERM VOLITE	EM	013413406 / 013413406	5	29-10-2014	23-03-2015

JUVÉDERM	EM	014460067 / 014460067	3,5,10	12-08-2015	Pending
JUVÉDERM	EM	005807169 / 005807169	5	03-04-2007	13-03-2008
JUVEDERM	FR	3061345	10	30-10-2000	30-10-2000
JUVEDERM	WO International (Madrid) Trademark, designated in JP,CZ,SG,CU,A U,SK,TR,HU,PL, UA,RS,CH,RU,E G,CN	810018 / 810018	5,10	23-05-2003	23-05-2003

Enforcement of the JUVÉDERM® trade marks

27. The JUVÉDERM® marks are carefully policed and enforced by Allergan. By way of relevant examples of policing and enforcement, Allergan has successfully opposed the following applications on the basis of its rights in JUVÉDERM®:

- (a) UK Trade Mark Application No. 2623692 REJUVADERM for goods in Classes 3 & 5;
- (b) CTM Application No. 009921909 JUVEFILL for goods in Classes 3 & 5;
- (c) CTM Application No. 011634086 DERMAJUVE for goods in Class 3.

I attach as **Exhibit CC5.i-iv** evidence of the successful outcomes of these opposition proceedings.

28. Allergan has also applied to invalidate UK Registration No. 2634644 DERMAJUVE for goods in class 3 (corresponding to CTM Application No. 002213885 DERMAJUVE referenced above). These proceedings remain pending at the time of this statement. I attach as **Exhibit CC6** a copy of the details of this registration as they appear on the UK IPO's database showing Allergan Holdings France SAS as the cancellation applicant.

JUVÉDERM® domain names

29. Allergan owns almost 300 domain name registrations that either consist of, contain, and/or automatically forward to a site whose name consists of or contains, the JUVÉDERM® trade mark.

30. I attach as **Exhibit CC7** a schedule of the JUVÉDERM® domain names and the dates on which they were registered. The spreadsheet indicates which of the domains are primary domains, and which are forwarding addresses. If they are forwarding addresses, the spreadsheet also indicates the site to which they redirect.

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JUVÉDERM® packaging

31. I enclose as **Exhibit CC8** a selection of photographs of JUVÉDERM® packaging, namely, boxes and carrier bags bearing the JUVÉDERM® trade mark. These serve to demonstrate the way in which the mark appears in use.
32. I also enclose as **Exhibit CC9** a document setting out the way in which JUVÉDERM® packaging has evolved since 2009.

**Use of JUVÉDERM®**

33. The JUVÉDERM® trade mark has been used continuously since 2001 around the world. In the EU, it has been used intensively in respect of the goods for which it is registered from 2004 to the present day.

Supply of the JUVÉDERM® product by Allergan

34. Allergan's JUVÉDERM® products can only be legally prescribed and administered to patients by trained and qualified physicians and medical practitioners, or under their supervision.
35. We supply JUVÉDERM® to practitioners and/or their clinics directly, or to wholesale pharmacies that then sell the product on to physicians or clinics. Where Allergan supplies practitioners and/or their clinics directly, we do so only after a thorough investigation has been performed to ensure, amongst other things, that they have a valid qualification and that the licence permits us to supply to them. We do not supply the product to any physician who is not appropriately qualified, nor do we supply any clinic that is not managed by a practitioner who is not appropriately qualified. This is a very strict requirement on our part, and we would take disciplinary action against anyone who did not comply with it.

Information and training services regarding the JUVÉDERM® product

36. Allergan is committed to providing ongoing training for physicians about our products, including the JUVÉDERM® range. I set out in **Table 5** details of training sessions run by Allergan and covering JUVÉDERM® products.

**Table 5**

Details of training sessions held	ALLERGAN MEDICAL INSTITUTE (2013-present)	MEDICAL AESTHETIC ACADEMY (2010 to 2013)	ALLERGAN ACADEMY (2006 to 2010 - taken over from Inamed Academy)
Frequency	4 major events per year (AMWC, BTS, IMCAS Symposia and Train the Trainer event) We have 1040 physicians attending Allergan Medical	Same as Allergan Medical Institute, which is an updated brand image for a similar program Large standalone	Same as Allergan Medical Institute, which is an updated brand image for a similar program

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	Institute meeting in London next week.  Smaller training events on a country by country basis are held every week, from 5 up to 300 physicians.	meeting held in Berlin in Sep 2012.	
Location	Implemented in all EU markets. Major events are: IMCAS (Paris), AMWC (Monaco), BTS (Stockholm)	Implemented in all EU markets. Major events are: IMCAS (Paris), AMWC (Monaco), BTS (Stockholm)	Implemented in all EU markets. Major events are: IMCAS (Paris), AMWC (Monaco), BTS (Stockholm)
Number Of Attendees	<ul style="list-style-type: none"> <li>• 22,000 (2013)</li> <li>• 28,000 (2014)</li> <li>• 31,500 (2015)</li> </ul>	Not available	Not available
What Is Covered	Anatomy, consultation, treatment planning, injection skills, patient care, product science/data	Anatomy, injection skills, patient care, product science/data	Anatomy, injection skills, patient care, product science/data

37. I enclose as **Exhibit CC10.i-viii** details of a selection of external training courses featuring JUVÉDERM® in the United Kingdom, France and Benelux.

*Use by clinics and physicians of the JUVÉDERM® product as a dermal filler*

38. I set out in **Table 6** below the number of JUVÉDERM® accounts (i.e. physicians and clinics authorised to provide treatments using JUVÉDERM® products) in several Member States of the European Union.

**Table 6**

Country	Account Numbers
Austria	407
Belgium	935
Bulgaria	200
Croatia	115
Czech Republic	141
Denmark	58
Estonia	90
Finland	1
France	3241
Germany	3835

Greece	500
Hungary	120
Ireland	157
Italy	1659
Latvia	250
Lithuania	250
Luxembourg	29
Malta	27
Netherlands	318
Poland	1004
Portugal	25
Romania	200
Slovakia	34
Slovenia	57
Spain	2821
Sweden	311
United Kingdom	8031

39. I attach as **Exhibit CC11** for illustrative purposes a pricelist from one of our authorised accounts in the United Kingdom. Prices for JUVÉDERM® treatments are shown on page 3 and 4 of the document under the "Allergan" headings.

**Sales of JUVÉDERM® products**

40. JUVÉDERM® sold over \$171 million worldwide in 2009, representing 42.6% of the global filler market. The global filler market was estimated to be \$401million and JUVÉDERM® held the market leadership position. In 2015, the global filler market is estimated to be \$682million. JUVÉDERM® family sales combine for \$224.4 million (31% growth over 2009).

41. I set out in **Table 7** below estimated total sales made within the EU for the JUVÉDERM® family of products for dermal filler products from 2004 to 2015.

**Table 7**

Year	Estimated Total EU JUVÉDERM® sales (USD)
2004	\$29,100,000
2005	\$28,600,000
2006	\$24,600,000

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2007	\$54,400,000
2008	\$56,800,000
2009	\$53,300,000
2010	\$62,700,000
2011	\$88,600,000
2012	\$100,800,000
2013	\$128,500,000
2014	\$167,000,000
2015	\$146,200,000

42. I attach as **Exhibit CC12.i-xlvi** illustrative invoices for the sale of JUVÉDERM® products to authorised users in the following 25 EU member states:

- |                   |                   |                     |
|-------------------|-------------------|---------------------|
| i. Austria        | x. Greece         | xix. Portugal       |
| ii. Belgium       | xi. Hungary       | xx. Romania         |
| iii. Bulgaria     | xii. Ireland      | xxi. Slovakia       |
| iv. Croatia       | xiii. Italy       | xxii. Slovenia      |
| v. Czech Republic | xiv. Latvia       | xxiii. Spain        |
| vi. Denmark       | xv. Luxembourg    | xxiv. Sweden        |
| vii. Finland      | xvi. Malta        | xxv. United Kingdom |
| viii. France      | xvii. Netherlands |                     |
| ix. Germany       | xviii. Poland     |                     |

### **Marketing and promotion of JUVÉDERM® products**

#### Introduction

43. The JUVÉDERM® trade mark has been heavily marketed throughout the Member States in respect of dermal fillers since 2007. Over time, the marketing of the JUVÉDERM® mark in the EU has taken a variety of forms: these include internet advertisements and websites dedicated to JUVÉDERM® products, outdoor advertisements (e.g. posters), and printed media advertisements, posters in clinics located within the Members States which offer cosmetic treatments, trade exhibitions and conferences in the Member States, consumer information leaflets and brochures, product information leaflets, promotional carry-bags, note pads for physicians and consumers. These materials are produced in all of the major European languages.

Examples of marketing materials

44. I attach as **Exhibit CC13** a selection of marketing materials for the JUVÉDERM® products in several Member States of the European Union. I set out below a brief explanation of each document. The evidence set out in relation to the selected Member States is typical and representative of the marketing and promotion of JUVÉDERM® products throughout the wider European Union, i.e. the marketing material will be essentially the same in the Member States where there are sales but which are not specifically covered by the materials below.

i. EU General – aimed at clinics and physicians

i. **Exhibit CC13-1 (28th January 2008)**

This is an example of the type of letter that Allergan sends clinics and physicians to promote the introduction of new product ranges. This letter was sent to promote the introduction of the JUVÉDERM® ULTRA range.

ii. **Exhibit CC13-2 (November 2008)**

This is an example of the type of brochure the Allergan sends to clinics and physicians to promote its products.

iii. **Exhibit CC13-3 (2010)**

I enclose a montage showing highlights of media coverage relating to the JUVÉDERM® range of products in trade publications in the year 2010. The montage shows non-exhaustive examples of media coverage aimed at the trade in a several large European languages, namely, English, French, and German.

iv. **Exhibit CC13-4 (March 2012)**

This brochure promotes the new size of JUVÉDERM® syringe available at the time.

v. **Exhibit CC13-5.i-ii (19th-31st March 2012)**

I enclose two photographs of Allergan's exhibit at the Aesthetic & Anti-Aging Medicine World Congress held in Monte-Carlo, Monaco in March 2012. This trade show is attended by trade professionals from the European Union and around the world. The JUVÉDERM® branding is clearly shown to feature on Allergan's booth.

vi. **Exhibit CC13-6 (July 2013)**

This is a further example of the type of brochure produced by Allergan to promote its products. This particular brochure promoted the JUVÉDERM® VYCROSS® collection.

vii. **Exhibit CC13-7 (3th-5th April 2014)**

I enclose a photograph taken of Allergan's exhibit at the Aesthetic & Anti-Aging Medicine World Congress held in Monte-Carlo, Monaco in April 2014. As mentioned above, this trade show is attended by trade professionals from the European Union and around the world. The JUVÉDERM® VOLBELLA® packaging was displayed as a feature on Allergan's booth.

viii. **Exhibit CC13-8.i-v (26th-28th March 2015)**

I enclose several photographs taken of Allergan's exhibit at the Aesthetic & Anti-Aging Medicine World Congress held in Monte-Carlo, Monaco in March 2015. As mentioned above, this trade show is attended by trade professionals from the European Union and around the world. The photograph of the exterior of the conference centre shows the JUVÉDERM® expressive faces campaign displayed on the front of the building.

ii. EU General – aimed at the end consumer

i. Exhibit CC13-9 (2012)

I enclose a montage of Allergan's PR-generated media coverage in the European Union during the year 2012. This contains non-exhaustive examples of the PR-generated media coverage received by Allergan's BOTOX® and JUVÉDERM® in the year 2012.

As is evident from the montage, Allergan's products featured in a number of well-known and widely read publications, such as *ELLE*, *Santé*, *Donna*, *the Daily Express*, and *Red*. Moreover, the montage demonstrates that media coverage was published in a number of the most widely spoken languages of the European Union, namely, English, French, German, Spanish, and Italian.

The document contains total circulation figures for PR-generated coverage in the year 2012). For ease of reference, I set these out in **Table 8** below. By way of comparison I include the figures for BOTOX®/VISTABEL® as well as the figures for JUVÉDERM®.

**Table 8**

Product range	Circulation figures for PR generated coverage (2012)
BOTOX®/VISTABEL®	69 million +
<b>JUVÉDERM® range</b>	<b>571 million +</b>

ii. Exhibit CC13-10 (7th September 2012)

I enclose excerpts from a copy of Allergan's internal PR & Communication report on Media Highlights To Date (as of 7th September 2012). Namely, I enclose the front and back covers, and any pages within the report on which the JUVÉDERM® brand is mentioned. This document sets out Allergan's objectives and results with regard to promotion of its JUVÉDERM® products. It also includes an overview of EU PR-generated coverage from the beginning of 2012 to 7th September 2012.

iii. Exhibit CC13-11 (March 2012)

This is an example of the type of brochure produced by Allergan for the end consumer. This particular brochure promotes the JUVÉDERM® VOLUMA dermal filler, and directs consumers to [www.juvedermultra.eu](http://www.juvedermultra.eu) for further information.

iv. Exhibit CC13-12 (April 2015)

This document contains screenshots of interactive promotional material of the JUVÉDERM® product family to general consumers. It provides information about the different JUVÉDERM® treatments available.

v. **Exhibit CC13-13 (April 2015)**

This brochure promotes the JUVÉDERM® product family to general consumers. It provides information about the different JUVÉDERM® treatments available. This brochure was adapted for and circulated throughout the European, African and Middle Eastern regions.

vi. **Exhibit CC13-14 (June 2014)**

This presentation contains information for practitioners about the JUVÉDERM® products and patient consultations.

vii. **Exhibit CC13-15 (November 2009)**

This brochure promotes JUVÉDERM® ULTRA SMILE® treatments to consumers.

iii. United Kingdom

i. **Exhibit CC13-16 (November 2009)**

This poster from 2009 promotes JUVÉDERM® ULTRA treatments in the United Kingdom. Potential consumers are directed to [www.juvedermultra.co.uk](http://www.juvedermultra.co.uk).

ii. **Exhibit CC13-17 (December 2010)**

This brochure promotes the JUVÉDERM® range. It includes a visual aid showing which products and treatments are best suited for which area of the face. It also includes details of the specification of each product alongside a picture of the package for each.

iii. **Exhibit CC13-18 (2011 – precise date unknown)**

I enclose a copy of an advertorial in *Red* magazine to promote the JUVÉDERM® range of dermal fillers. The advertorial includes an endorsement from Dr Jonquille Chantrey, who appears on the television show *Embarrassing Bodies* on the UK's Channel 4. Readers are directed to [www.juvedermultra.co.uk](http://www.juvedermultra.co.uk) for further information. They are also informed that there is a free JUVÉDERM® mobile app available to download from the iTunes store.

iv. **Exhibit CC13-19 (2011 – precise date unknown)**

I enclose a copy of an advertorial in *Tatler* magazine to promote the JUVÉDERM® ULTRA SMILE lip filler treatments. Readers are directed to [www.juvedermultra.co.uk](http://www.juvedermultra.co.uk) for further information. They are also informed that there is a free JUVÉDERM® mobile app available to download from the iTunes store.

v. **Exhibit CC13-20 (July 2013)**

I enclose a sheet containing six posters promoting the JUVÉDERM® brand.

vi. **Exhibit CC13-21 (31st October 2013)**

I enclose a screenshot from the Internet Archive's Way Back Machine of Allergan's JUVÉDERM Treatment Visualizer app for iPhone and iPad as the page appeared on 31st October 2013 on the iTunes online store.

vii. **Exhibit CC13-22 (February 2015)**

This feature appeared in *Woman* magazine in February 2015. Directed at end consumers, it discusses women's preferences for natural looking rather than extreme treatments. JUVÉDERM® is mentioned on page 2 of the exhibit.

viii. **Exhibit CC13-23 (March 2015)**

This feature appeared in *Body Language - The UK & International Journal of Medical Aesthetics and Anti-Ageing* in March 2015. It publicises the introduction of a new product to the JUVÉDERM® family of dermal fillers - JUVÉDERM® VOLIFT™.

ix. **Exhibit CC13-24 (April 2015)**

This feature on JUVÉDERM® dermal fillers appeared in the UK magazine *instyle* in April 2015.

x. **Exhibit CC13-25 (July 2015)**

This four-page advertorial appeared in *Marie Claire's* July 2015 UK edition (monthly circulation 198420). It contains a written feature on JUVÉDERM® dermal fillers (mentioning Allergan by name), questions and answers about facial fillers, and mini profiles on women who have used JUVÉDERM® dermal fillers in the past. It also refers readers to [juvederm.co.uk](http://juvederm.co.uk) to find out more information or to find an aesthetic practitioner.

xi. **Exhibit CC13-26 (July 2015)**

This two-page advertorial appeared in *Red* magazine in July 2015 (monthly circulation 192437). It consists of a written feature on the writer's experience of having JUVÉDERM® dermal fillers.

xii. **Exhibit CC13-27 (July 2015)**

This commercial feature appeared in *The Times [Raconteur]* (monthly circulation 389409) on Thursday 30th July 2015. It includes a written feature on JUVÉDERM® dermal fillers, along with questions and answers about the products, information specifically about JUVÉDERM® dermal fillers compared to other brands of dermal fillers, and a short case study. Readers are directed to [www.juvederm.co.uk](http://www.juvederm.co.uk) to find a practitioner.

iv. **Bulgaria**

i. **Exhibit CC13-28 (December 2013)**

I enclose a copy of an informational brochure about the JUVÉDERM® range of dermal fillers aimed at Bulgarian end consumers. The brochure contains information about hyaluronic acid, skin composition, non-surgical aesthetic facial procedures, and before and after pictures.

ii. **Exhibit CC13-19**

This brochure promotes different JUVÉDERM® treatments in Bulgarian.



iii. **Exhibit CC13-30**

This is an example of the JUVÉDERM® beauty passport that is issued to consumers to help them keep a record of their JUVÉDERM® treatments.

v. Italy

i. **Exhibit CC13-31 (August 2010)**

This is an informational brochure containing guidelines for doctors relating to the JUVÉDERM® HYDRATE™ product.

ii. **Exhibit CC13-32 (November 2011)**

This brochure promotes and provides information about the JUVÉDERM® products and treatments. It is aimed at practitioners, and includes technical details about the products and treatments.

iii. **Exhibit CC13-33 (March 2012)**

This brochure promotes the JUVÉDERM® ULTRA SMILE range.

iv. **Exhibit CC13-34 (April 2012)**

This brochure promotes the JUVÉDERM® HYDRATE treatment. It includes a picture of the product packaging bearing the JUVÉDERM® trade mark.

v. **Exhibit CC13-35 (April 2012)**

I enclose a copy of an advert aimed at physicians and promoting the JUVÉDERM® ULTRA range.

vi. **Exhibit CC13-36 (January 2013)**

This is an informational brochure aimed at practitioner providing details about the specifications of the different products in the JUVÉDERM® VYXCROSS™ collection.

vii. **Exhibit CC13-37 (March 2013)**

This brochure promotes the range of JUVÉDERM® products and treatments to physicians. It includes pictures of packaging for each JUVÉDERM® product as well as technical information.

viii. **Exhibit CC13-38 (May 2013)**

This brochure aimed at consumers promotes JUVÉDERM® lip treatments in Italian.

ix. **Exhibit CC13-39 (May 2013)**

This brochure promotes JUVÉDERM® VOLBELLA® lip treatments. It includes pictures of after care products bearing the JUVÉDERM® trade mark.

x. **Exhibit CC13-40 (July 2013)**

This brochure aimed at consumers promotes a range of JUVÉDERM® treatments in Italian.

xi. **Exhibit CC13-41 (July 2013)**

This brochure aimed at consumers provides information in Italian about after-care following JUVÉDERM® treatments.

xii. **Exhibit CC13-42 (July 2013)**

This shows an Italian-language version of the Beauty Passport used by consumers in order to keep track of their JUVÉDERM® treatments. The JUVÉDERM® trade mark appears both on the front cover and within the Passport.

xiii. **Exhibit CC13-43 (July 2013)**

This is a promotional poster for JUVÉDERM®.

xiv. **Exhibit CC13-44 (Date prior to 2014)**

This brochure promotes JUVÉDERM® ULTRA to end consumers. It includes descriptions of the different types of treatments available as part of the JUVÉDERM® ULTRA product family, and shows pictures of the packaging for each of these products.

xv. **Exhibit CC13-45 (Date prior to 2014)**

This is a promotional poster for JUVÉDERM®.

xvi. **Exhibit CC13-46 (Date prior to 2014)**

This is a promotional poster for JUVÉDERM®.

xvii. **Exhibit CC13-47**

I enclose a copy of a banner promoting the full range of JUVÉDERM® dermal fillers and showing pictures of the product packaging for each of the fillers in the range.

xviii. **Exhibit CC13-48**

I enclose a copy of a promotional JUVÉDERM® poster.

xix. **Exhibit CC13-49 (July 2014)**

I enclose an advertisement for trade magazines promoting the JUVÉDERM® VYROSS™ range, encompassing the JUVÉDERM® VOLBELLA®, JUVÉDERM® VOLIFT® and JUVÉDERM® VOLUMA® products.

xx. **Exhibit CC13-50 (April 2015)**

This brochure aimed at consumers provides information in Italian about JUVÉDERM® treatments and maintaining natural "look".

vi. **Benelux**

i. **Exhibit CC13-51 (January 2010)**

This is an appointment card providing advice for patients following a JUVÉDERM® ULTRA treatment.

ii. **Exhibit CC13-52 (April 2010)**

This brochure promotes the JUVÉDERM® HYDRATE product. It includes a picture of the packaging alongside other visual and written aids.

- iii. **Exhibit CC13-53 (December 2010)**  
This brochure from 2010 promotes the JUVÉDERM® VOLUMA® product. It includes a picture of the packaging alongside other visual and written aids.
- iv. **Exhibit CC13-54 (December 2010)**  
This pamphlet provides information about Allergan's Easyflow injection system. It provides technical details about the way in which the syringes work. On page 6, it lists the JUVÉDERM® ULTRA range of products with which the system is used, and shows pictures of the JUVÉDERM® ULTRA product packaging.
- v. **Exhibit CC13-55 (November 2011)**  
This brochure from 2011 promotes and provides details about the JUVÉDERM® VOLUMA® product
- vi. **Exhibit CC13-56 (July 2012)**  
This brochure from 2012 promotes the JUVÉDERM® VOLUMA® product. It includes a picture of the packaging alongside other visual and written aids.
- vii. **Exhibit CC13-57 (April 2013)**  
This brochure promotes the JUVÉDERM® VOLBELLA treatment.
- viii. **Exhibit CC13-58 (April 2013)**  
This brochure promotes and provides details of the specifications of products in Allergan's facial aesthetics range, including a number of the JUVÉDERM® products. Photos of the packaging of each product are shown.
- ix. **Exhibit CC13-59 (September-October 2013)**  
This is an advertisement aimed at the trade which appeared in edition No. 138 (September-October 2013) of the trade magazine *DERM ACTU – Dermatologie Actualité*. As well as a visual advert, the feature includes written feedback from dermatologist Docteur Patricia GOLSTEIN, and Pierre Lebreton, Director of R&D, Biomaterials & Fillers at Allergan, Inc.
- x. **Exhibit CC13-60 (September 2013)**  
This promotional banner appeared on the Dutch JUVÉDERM® website in September 2013.
- xi. **Exhibit CC13-61 (Date prior to 2014)**  
This brochure promotes JUVÉDERM® ULTRA to end consumers. It includes descriptions of the different types of treatments available as part of the JUVÉDERM® ULTRA product family, and shows pictures of the packaging for each of these products.

vii. France

- i. **Exhibit CC13-62.i-iv (2014 or earlier)**  
I attach three promotional brochures and one treatment record log in French. These are aimed at the end consumer and date from 2014 or earlier.

- ii. **Exhibit CC13-63**  
I enclose an advert promoting the JUVÉDERM® ULTRA SMILE treatment to French end consumers. The poster contains information about the JUVÉDERM® ULTRA SMILE treatment, along with a patient testimonial, and a picture of the JUVÉDERM® ULTRA SMILE packaging. The poster refers patients to [www.juvedermultra.fr](http://www.juvedermultra.fr) for further information. It also provides brief details of the rest of the JUVÉDERM® range.
- iii. **Exhibit CC13-64.i-ii**  
I enclose copies of two brochures promoting the JUVÉDERM® ULTRA range to physicians.
- iv. **Exhibit CC13-65**  
I enclose a copy of a brochure promoting the JUVÉDERM® VOLUMA® product. The brochure contains technical information about the product and treatments, along with a picture of the product packaging and written information about the benefits of the product.
- v. **Exhibit CC13-66**  
I attach a copy of a brochure aimed at physicians and promoting both JUVÉDERM® VOLUMA® and JUVÉDERM® ULTRA. The brochure includes patients' comments, statistics regarding the popularity of such treatments amongst French females aged 25-29 years old, and technical details about the products' specifications.
- vi. **Exhibit CC13-67**  
I enclose a copy of a promotional flyer showing the areas of the face best treated by different formulations of the JUVÉDERM® ULTRA product range.
- vii. **Exhibit CC13-68**  
I enclose a copy of a product catalogue featuring the JUVÉDERM® range.
- viii. **Exhibit CC13-69**  
I enclose a copy of an informational brochure about the JUVÉDERM® ULTRA range of dermal fillers. The brochure is aimed at end consumers, and contains information about hyaluronic acid, skin composition, non-surgical aesthetic facial procedures, and advice for before and after JUVÉDERM® ULTRA treatments.
- ix. **Exhibit CC13-70**  
I enclose a copy of a Beauty Passport for French end consumers of JUVÉDERM® ULTRA dermal filler treatments. The Beauty Passport enables patients to keep a log of their treatments. It also contains advice for before and after the treatment. The JUVÉDERM® trade mark appears at the footer of each page. Pictures of JUVÉDERM® ULTRA product packaging also feature on the inside front cover.
- x. **Exhibit CC13-71 (2007)**  
I enclose a copy of a brochure promoting the JUVÉDERM® ULTRA product range to the trade. The brochure includes technical details about the products

and information about the range available. Product packaging images are also included.

*x*i. **Exhibit CC13-72 (March 2009)**

I enclose a copy of a price list for Allergan products, including 4 different products from the JUVÉDERM® range.

*x*ii. **Exhibit CC13-73.i-ii**

I enclose a brochure promoting JUVÉDERM® ULTRA SMILE treatments to French end consumers. The brochure includes before and after photos, answers to frequently asked questions about the procedure, and a picture of the product packaging.

*x*iii. **Exhibit CC13-74 (Autumn 2011)**

I enclose an advert promoting the JUVÉDERM® ULTRA product to French end consumers. The poster contains information about the JUVÉDERM® ULTRA product and the different formulations available, along with a patient testimonial, and a picture of the JUVÉDERM® ULTRA packaging. The poster refers patients to [www.juvedermultra.fr](http://www.juvedermultra.fr) for further information. It also provides brief details of the rest of the JUVÉDERM® range.

viii. **Slovenia**

*i*. **Exhibit CC13-75 (October 2014)**

I enclose a pamphlet promoting the JUVÉDERM® range to Slovenian physicians and clinics. In particular, the range is promoted with regard to treatment around the eye area. The pamphlet indicates which JUVÉDERM® fillers are best suited to treating each area around the eye. It also includes of JUVÉDERM® products showing the specification of each and displaying a photograph of each product's packaging.

*ii*. **Exhibit CC13-76 (November 2014)**

I enclose a brochure promoting the JUVÉDERM® range to Slovenian end consumers.

*iii*. **Exhibit CC13-77 (November 2014)**

I enclose an example of a patient health questionnaire and signed consent form for Slovenian end consumers.

*iv*. **Exhibit CC13-78 (April 2015)**

I enclose an advertisement promoting JUVÉDERM® dermal fillers to Slovenian end consumers. This advertisement features before and after photos alongside promotional information.

*v*. **Exhibit CC13-79 (July 2015)**

I enclose copies of billboard posters promoting JUVÉDERM® dermal fillers to Slovenian end consumers.

*vi*. **Exhibit CC13-80.i-ii**

I enclose a selection of advertisements and brochures promoting JUVÉDERM® products to Slovenian end consumers.

ix. Slovakia

i. **Exhibit CC13-81**

This is an appointment card for patients in Slovakia referring to JUVÉDERM® ULTRA and VYCROSS and referring patients to [www.juvederm.eu](http://www.juvederm.eu).

x. Croatia

i. **Exhibit CC13-82 (2008)**

I enclose a copy of an informational brochure about the JUVÉDERM® range of dermal fillers aimed at Croatian end consumers. The brochure contains information about hyaluronic acid, skin composition, non-surgical aesthetic facial procedures, and advice for before and after JUVÉDERM® treatments. The brochure also contains real patient reviews and “case studies”.

ii. **Exhibit CC13-83 (May 2013)**

I enclose a brochure promoting the JUVÉDERM® range to Croatian end consumers and explaining what the JUVÉDERM product can do. The brochure includes information on treatment areas and before and after pictures.

iii. **Exhibit CC13-84 (2013)**

I enclose a pamphlet promoting, among other Allergan cosmetic aesthetics products, the JUVÉDERM® VYCROSS range (including JUVÉDERM® VOLUMA, JUVÉDERM® VOLIFT and JUVÉDERM® VOLBELLA) to Croatian practitioners. The pamphlet includes technical details about the products and treatments.

xi. Spain

i. **Exhibit CC13-85 (2009)**

I enclose a poster promoting JUVÉDERM® ULTRA. As well as showing a photograph of a model, the poster includes before and after photos of two JUVÉDERM® patients.

ii. **Exhibit CC13-86 (November 2009)**

This brochure promotes JUVÉDERM® ULTRA SMILE, a dermal filler for lip treatments, in the Spanish language. The brochure contains before and after photos, product specification details and pictures of packaging, and written promotional information.

iii. **Exhibit CC13-87 (December 2009)**

I enclose a brochure promoting JUVÉDERM® ULTRA SMILE lip treatments to Spanish end consumers. The brochure includes before and after photos, a description of each JUVÉDERM® ULTRA product, and a brief description of the different JUVÉDERM® ULTRA formulations along with pictures of the product packaging for each.

iv. **Exhibit CC13-88 (December 2009)**

I enclose a brochure promoting JUVÉDERM® ULTRA treatments to Spanish end consumers. The brochure includes before and after photos, answers to frequently asked questions about the procedure, and a picture of the product packaging.

v. **Exhibit CC13-89 (2010)**

I enclose a brochure introducing the JUVÉDERM® HYDRATE dermal filler. As well as containing pictures of product packaging, the brochure compares the specification of the JUVÉDERM® HYDRATE product to those of pre-existing members of the JUVÉDERM® range.

vi. **Exhibit CC13-90 (December 2011)**

I enclose an advert promoting JUVÉDERM® VOLUMA with Lidocaine to the trade. The advert includes some basic details and statistics as well as an image of the product packaging.

vii. **Exhibit CC13-91 (March 2012)**

This brochure promotes the new size of JUVÉDERM® syringe available at that time. The brochure includes an image of a JUVÉDERM®-branded syringe, as well as product packaging.

viii. **Exhibit CC13-92 (March 2012)**

I enclose an historic patient consent form and health questionnaire.

ix. **Exhibit CC13-93 (July 2012)**

I enclose a brochure promoting the JUVÉDERM® range, including product specification details and images of the packaging. The brochure also includes a diagram of where on the face the different formulations of JUVÉDERM® ULTRA are best suited to.

x. **Exhibit CC13-94 (February 2014)**

I enclose a copy of promotional material aimed at practitioners. The first page shows pictures of the packaging of five different JUVÉDERM® products. The second page contains a table showing details of the specification and uses of each of these products.

xii. **Portugal**

i. **Exhibit CC13-95 (2010)**

I enclose a brochure introducing the JUVÉDERM® HYDRATE dermal filler. As well as containing pictures of product packaging, the brochure compares the specification of the JUVÉDERM® HYDRATE product to those of pre-existing members of the JUVÉDERM® range.

ii. **Exhibit CC13-96 (2010)**

I enclose a brochure promoting JUVÉDERM® ULTRA treatments to Portuguese end consumers. The brochure includes before and after photos, answers to frequently asked questions about the procedure, and a picture of the product packaging.

iii. **Exhibit CC13-97 (March 2013)**

I enclose a copy of promotional material aimed at practitioners. The first page shows pictures of the packaging of three different JUVÉDERM® products. The second page contains a table showing details of the specification and uses of each of these products.

iv. **Exhibit CC13-98 (2013)**

I enclose a poster promoting JUVÉDERM® VOLUMA. As well as showing a photograph of a model, the poster includes before and after photos of a JUVÉDERM® patient.

v. **Exhibit CC13-99 (2013)**

This brochure aimed at consumers promotes JUVÉDERM® VOLBELLA lip treatments. It includes a picture of the packaging alongside other visual and written aids.

vi. **Exhibit CC13-100 (2013)**

I enclose a brochure promoting the JUVÉDERM® range, including product specification details and images of the packaging. The brochure is aimed at practitioners and includes a diagram of where on the face the different formulations of JUVÉDERM® ULTRA are best suited to.

vii. **Exhibit CC13-101 (April 2014)**

This brochure promotes and provides information about the JUVÉDERM® VOLBELLA, JUVÉDERM® VOLIFT and JUVÉDERM® VOLUMA products and treatments. It is aimed at practitioners, and includes technical details about the products and treatments.

viii. **Exhibit CC13-102 (March 2015)**

I enclose a brochure promoting the JUVÉDERM® range to Portuguese end consumers and explaining what the JUVÉDERM product can do. The brochure includes information on treatment areas and before and after pictures.

xiii. **Greece**

i. **Exhibit CC13-103 (December 2013)**

I enclose a brochure promoting the JUVÉDERM® range to Greek end consumers and explaining what the JUVÉDERM product can do. The brochure includes information on treatment areas and before and after pictures.

xiv. **Austria**

i. **Exhibit CC13-104 (January 2015)**

I enclose an order form for Allergan products in Austria, including 10 different JUVÉDERM® products.

ii. **Exhibit CC13-105 – abridged (2015)**

I enclose extracted pages from a training calendar sent by Allergan Medical Institute to physicians inviting them to participate in training for Allergan products.



JUVÉDERM® training is included in the Dermal Filler Workshop, the "Whole Face" Workshop, and the "Upper Face" Workshop.

xv. Germany

*i.* **Exhibit CC13-106 (May 2013)**

I enclose a selection of screenshots of the Visualiser tool on our German JUVÉDERM® website. This tool allows users to visualise the effect that JUVÉDERM® treatments would have on their face.

*ii.* **Exhibit CC13-107 (July 2013)**

I enclose an informational booklet promoting the JUVÉDERM® VYCROSS™ collection to German physicians. The booklet contains technical information about JUVÉDERM® products for physicians' purposes, along with details of the product specification and images of packaging.

*iii.* **Exhibit CC13-108 (September 2013)**

I enclose a promotional booklet in the German language about JUVÉDERM® treatments, and in particular lip treatments. The material is aimed at end consumers, who are directed to [www.juvedermultra.de](http://www.juvedermultra.de) for further information.

*iv.* **Exhibit CC13-109 (September 2013)**

I enclose a promotional booklet in the German language about JUVÉDERM® facial fillers. The material is aimed at end consumers, who are directed to [www.juvedermultra.de](http://www.juvedermultra.de) for further information.

*v.* **Exhibit CC13-110 (September 2013)**

I enclose a brochure in the German language containing information about post-care following JUVÉDERM® treatments. The material is aimed at end consumers, who are directed to [www.juvedermultra.de](http://www.juvedermultra.de) for further information.

*vi.* **Exhibit CC13-111 (April 2014)**

I enclose copies of JUVÉDERM® promotional banners aimed at German consumers.

*vii.* **Exhibit CC13-112 (June 2014)**

I enclose a copy of a poster promoting JUVÉDERM® treatments for the eye area. The JUVÉDERM® products that are the subject of this campaign are JUVÉDERM® VOLUMA®, JUVÉDERM® VOLIFT® and JUVÉDERM® VOLBELLA®, all with Lidocaine.

xvi. Sweden

*i.* **Exhibit CC13-113 (November 2013)**

I enclose a brochure in the Swedish language promoting the JUVÉDERM® range to Swedish end consumers and explaining what the JUVÉDERM product can do. The brochure includes information on treatment areas and before and after pictures. It directs readers to the Swedish website at [www.juvedermultra.se](http://www.juvedermultra.se) for further information.

xvii. Denmark

i. **Exhibit CC13-114 (October 2013)**

I enclose a brochure in the Danish language promoting the JUVÉDERM® range to Danish end consumers and explaining what the JUVÉDERM product can do. The brochure includes information on treatment areas and before and after pictures. It directs readers to the Danish website at [www.juvedermultra.dk](http://www.juvedermultra.dk).

Website

45. A dedicated JUVÉDERM® website at [www.juvederm.com](http://www.juvederm.com) is and has been in operation advertising JUVÉDERM® filler products to consumers since 2001. As discussed in **Paragraph 29** above, Allergan now owns almost 300 domain name registrations that either consist of or contain, and/or automatically forward to a site whose name consists of or contains, the JUVÉDERM® trade mark. These include several primary EU domain names, as well as national domain names in EU Member States, many of which forward to the [www.juvederm.eu](http://www.juvederm.eu) domain.
46. The home page at [www.juvederm.eu](http://www.juvederm.eu) invites consumers select their country of choice to click-through to a dedicated web-page containing information on treatments with JUVÉDERM® products in national languages of the Member States. Specific-language web pages are provided in Polish, French, English, German, Dutch, Danish, Swedish, and Finnish. I attach as **Exhibit CC14** a copy of the homepage at [www.juvederm.eu](http://www.juvederm.eu) as it presently appears.
47. I also enclose as **Exhibit CC15.i-xx** screenshots of the home pages of [www.juvederm.com](http://www.juvederm.com) and [www.juvederm.eu](http://www.juvederm.eu) from the years 2001 to 2015 (taken from the Internet archive at the "WayBackMachine" <http://archive.org/web/>), along with two historical screenshots from the Dutch JUVÉDERM® website.
48. The advertising through [www.juvederm.eu](http://www.juvederm.eu) is produced for and directed at the ultimate consumer, namely, adult members of the public within the Member States. For example, the website menu includes an option called "CONSULT A PHYSICIAN" which leads to a drop-down menu option entitled "physician locator" through which the consumer can locate the nearest physician or cosmetic treatment clinic to their place of residence offering treatment with JUVÉDERM® products, and arrange to have the treatment. The websites also include information about the different types of procedure, "frequently asked questions", and a "before and after" gallery.
49. The JUVÉDERM® websites receive significant traffic. I refer to **Exhibit CC7** which includes a column entitled "DNS Queries". This indicates all activity to the server for the specific domain between 4th December 2015 and 4th February 2016 including website traffic and mail record queries. The figures for this period are representative of typical traffic to the sites. I set out in **Table 9** below the number of DNS queries for several primary EU JUVÉDERM® domain names. For context, I also include in the **Table 9** the figures for [www.juvederm.com](http://www.juvederm.com).
50. **Table 9**

Domain name	DNS queries ( <u>not including</u> figures from forwarding domains)	DNS queries ( <u>additional</u> figures from forwarding domains)
juvederm.eu	35181	27870

CC

juvederm.co.uk	140892	28754
juvederm.fr	17838	9232
juvederm.nl	25316	16460
juvederm.de	48879	15002
<i>juvederm.com</i>	<i>892211</i>	<i>329091</i>

Marketing expenditure

51. I set out in **Table 10** below the total marketing expenditure figures within the EU for the JUVÉDERM® products between 2008 and 2015 (figures for before 2008 were not available):

**Table 10**

Year	Marketing expenditure (USD)
2008	\$2,314,197
2009	\$1,458,780
2010	\$2,677,955
2011	\$6,806,401
2012	\$5,583,322
2013	\$7,397,845
2014	\$14,165,148
2015	\$13,364,474

**Third party recognition of JUVÉDERM®**

52. I enclose as **Exhibit CC16** a selection of reviews, reports and endorsements by third parties of the JUVÉDERM® brand. I set out details of each exhibit below.

*i.* **Exhibit CC16-1 (8th February 2010)**

This feature in the UK's *Grazia* magazine speculates as to whether celebrity Cheryl Cole "has had the "Ultra Smile". The article then goes on to discuss the launch of JUVÉDERM® ULTRA SMILE in the United Kingdom.

*ii.* **Exhibit CC16-2 (April 2015)**

This mini-feature appeared in *Aesthetic Medicine* magazine in April 2015 (monthly circulation 15000). It publicises the introduction of a new product to the JUVÉDERM® family of dermal fillers - JUVÉDERM® VOLIFT™.

*iii.* **Exhibit CC16-3 (September 2015)**

This two-page advertorial appeared in *Aesthetic Medicine* magazine in September 2015 (monthly circulation 15000). It consists of an interview with Allergan's senior consumer marketing manager Sam Leese about communicating with women considering facial fillers. The JUVÉDERM® brand is named.

iv. **Exhibit CC16-4 (October 2015)**

This "best of the best" feature on anti-ageing products from *Harper's Bazaar* magazine (monthly circulation 106089) mentions JUVÉDERM® dermal fillers on the second page of the exhibit.

v. **Exhibit CC16-5 (May 2006)**

I enclose extracted pages from an independent report carried out by Millennium research group on the aesthetic market in Europe which references JUVÉDERM® as a Corneal brand prior to Allergan acquisition.

vi. **Exhibit CC16-6 (January 2009)**

This is a report from Medical Insight on the global aesthetics market. I enclose extracted pages on which the JUVÉDERM® brand and products are discussed.

1. Page 256 of the original document includes a table showing the "Top Injectable Dermal Fillers" as of December 2008; JUVÉDERM® is included.
2. On discussing JUVÉDERM® ULTRA on page 264 of the original document, the report states: "Many physicians believe this novel enhancement gives Juvéderm a significant advantage over other fillers and in fact, Juvéderm is quickly becoming the preferred filler product of many doctors and patients."

vii. **Exhibit CC16-7 (25th August 2010)**

I enclose a copy of a report resulting from a consumer awareness tracking project which Allergan commissioned regarding how many consumers are aware of the JUVÉDERM® brand name as a result of Allergan's advertising efforts. This study relates to the United Kingdom, France, and Germany.

E.g. brand communication awareness was measured against a key competitor brand, Restylane. When asked whether they had seen, heard or read anything about these brands anywhere recently, more consumers responded affirmatively with regard to JUVÉDERM® than Restylane in all three jurisdictions.

viii. **Exhibit CC16-8 (1st January 2011)**

I enclose a copy of a feature entitled "Beauty Barometer" in *EasyLiving* magazine (circulation: 190000) in which JUVÉDERM® HYDRATE is included as one of the "perfect products to help you survive the winter months". A picture of the product packaging is shown, and consumers are referred to [www.juvedermultra.co.uk](http://www.juvedermultra.co.uk).

ix. **Exhibit CC16-9 (June 2014)**

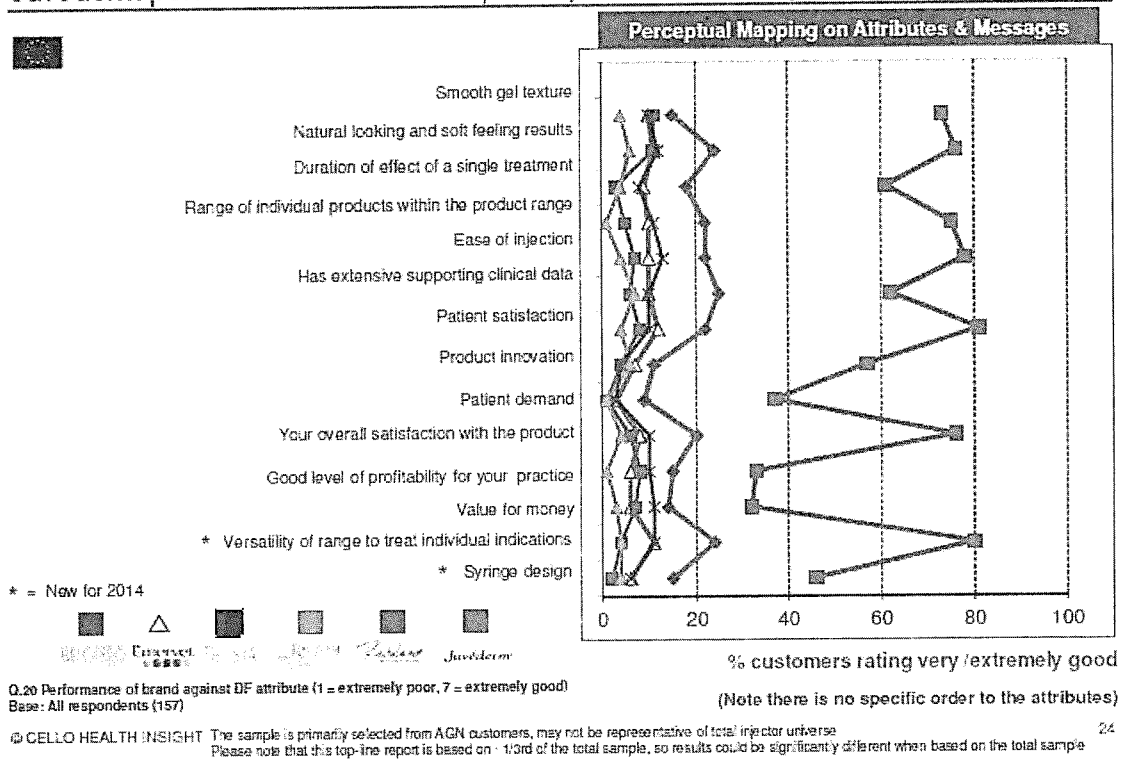
I enclose the relevant pages from a report prepared by Cello Health Insight for Allergan. The report provides details of use of the JUVÉDERM® brand in the EU (both overall and in selected Member States).

I copy below as **Figure 2** the final page of the report, which presents survey results that indicate that JUVÉDERM® products perform better than competing products on every factor (e.g. overall satisfaction, value for money, patient satisfaction).

**Figure 2**

INTERIM REPORT

Juvéderm performs better than competitor products on every factor

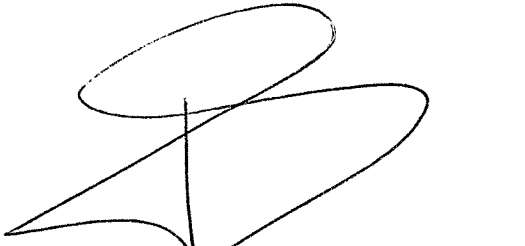


**D. CONCLUSION**

53. On the basis of the matters set out in this statement, the JUVÉDERM product is a leading cosmetic dermal filler in the European Union, and the JUVÉDERM brand is widely recognised by the trade and general public of the European Union in relation to treatments for reducing facial lines and wrinkles. The JUVÉDERM® trade mark serves the crucial function of distinguishing the JUVÉDERM product from other dermal fillers, thus ensuring that practitioners can provide safe and effective treatments to their patients.

I believe that the facts stated in this statement are true.

CC



CATHERINE CURUTCHET

Date: 18<sup>th</sup> February 2016