

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

GULLIVER’S TAVERN, INC.,
Plaintiff,

v.

FRANK’S OF BROCKTON, INC.,
Defendant.

Civil Action No. 22-CV-10653

MOTION TO DISMISS COUNTERCLAIM

Plaintiff/Defendant-in-Counterclaim Gulliver’s Tavern, Inc., hereby moves this Honorable Court dismiss Defendant/Plaintiff-in-Counterclaim Frank’s of Brockton, Inc.’s Counterclaims (Dkt. No. 15) pursuant to Fed. R. Civ. P. 12(b)(6).

The Counterclaims do not state plausible causes of action. The 1999 Oral Agreement was valid. It was not a naked license. There are no plausible allegations of failure to police. And, there was no fraud on the Patent & Trademark Office. Frank’s cannot escape its liability to Gulliver’s for its years of use of the “Foxy Lady” trademark without payment.

In support hereof, Plaintiff refers this Court to the accompanying memorandum in support filed herewith.

REQUEST FOR ORAL ARGUMENT

Pursuant to L.R. 7.1(d), Plaintiff hereby requests oral argument, as it believes oral argument will assist the Court. As this involves a counterclaim and competing allegations, as well as multiple counts, oral argument will assist the Court in ensuring each issue is properly addressed.

WHEREFORE Plaintiff respectfully requests this Honorable Court dismiss this action with prejudice.

Dated: July 13, 2022.

Respectfully Submitted,

/s/ Marc J. Randazza
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CERTIFICATE OF CONFERRAL

Pursuant to L.R. 7.1, I hereby certify that on July 13, 2022, attorneys for the parties conferred via telephone and have attempted in good faith to resolve or narrow the issue.

/s/ Marc J. Randazza
Marc J. Randazza

Civil Action No. 22-CV-10653

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all parties this day by the Court's CM/ECF system.

Dated: July 13, 2022.

/s/ Marc J. Randazza

Marc J. Randazza

**UNITED STATES DISTRICT COURT
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GULLIVER’S TAVERN, INC.,
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**MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS COUNTERCLAIM**

RANDAZZA | LEGAL GROUP

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Plaintiff/Defendant-in-Counterclaim Gulliver’s Tavern, Inc., hereby submits this memorandum in support of its motion to dismiss Defendant/Plaintiff-in-Counterclaim Frank’s of Brockton, Inc.’s Counterclaims (Doc. No. 15) pursuant to Fed. R. Civ. P. 12(b)(6).

MEMORANDUM OF POINTS AND AUTHORITIES

1.0 PROCEDURAL HISTORY

On May 2, 2022, Plaintiff/Defendant-in-Counterclaim Gulliver’s Tavern, Inc. (“Plaintiff” or “Gulliver’s”) filed its Complaint (Doc. No. 1), alleging breach of contract, breach of the implied covenant of good faith and fair dealing, trademark infringement (15 U.S.C. § 1114(1)), and state trademark infringement, against Defendant/Plaintiff-in-Counterclaim Frank’s of Brockton, Inc. (“Defendant” or “Frank’s”). As alleged therein, Gulliver’s obtained a federal registration of the mark “Foxy Lady” on February 3, 2004, for “Entertainment in the nature of live performances for an adult audience, namely exotic dance performances”, which it first used in 1979. *See* Doc. No. 1 at ¶ 7 and Doc. No. 1-3.¹ Two decades ago, prior to the registration, the parties entered into an agreement for the use of “Foxy Lady” for Frank’s adult entertainment club in Brockton, Massachusetts, with Frank’s paying Gulliver’s \$3,000 per week until March 20, 2020. *See* Doc. No. 1 at ¶¶ 10-12.² Plaintiff alleges that Frank’s continued to use the “Foxy Lady” mark without paying Plaintiff after this date, for at least 101 weeks, owing at least \$303,000, all the while profiting from the use of the mark. *See* Doc. No. 1 at ¶¶ 14, 16, 17, 20, & 21.

¹ Defendant admits this paragraph in its answer (Doc. No. 15), and that paragraph refers to the exhibit showing the registration at Doc. No. 1-3.

² Defendant admits it operates the club and that it paid \$3,000 per week for more than twenty years, but denies the terms of the agreement as alleged by Plaintiff. (Doc. No. 15 at ¶¶ 10-12).

In response, Defendant filed an Answer and Counterclaims on June 16, 2022 (Doc. No. 15). Those counterclaims raise four counts: 1) Cancellation of the Registration – Naked License; 2) Cancellation of the Registration – Abandonment by Failure to Police; 3) Cancellation of the Registration – Fraud on the Patent and Trademark Office; and 4) Invalidation of the 1999 Oral Agreement. Gulliver’s now moves to dismiss the Counterclaims for failure to state a claim.

2.0 FACTUAL BACKGROUND

As alleged in the Counterclaims,³ Frank’s agreed to pay Gulliver’s \$3,000 per week under a 1999 Oral Agreement so long as Frank’s was “using the name ‘Foxy Lady’” for a club to be used as an adult entertainment venue.⁴ Counterclaims at ¶¶ 7-8. Frank’s made payments to Gulliver’s for at least twenty years, paying over \$3 million. *Id.* at ¶ 13. Frank’s asserts the agreement had no other terms, such as monitoring use, establishing and policing quality control measures, goodwill inuring to Gulliver’s benefit, or termination provisions. *Id.* at ¶¶ 8-11. Frank’s alleges it had no knowledge of the trademark application or registration, but admits that Gulliver’s applied in 2002 and received the registration in 2004. *Id.* at ¶¶ 12 & 14.

Frank’s alleges that Gulliver’s took no measures to control Frank’s operation of the club or use of the name until March 2019, when a new License Agreement was proposed.⁵ *Id.* at ¶¶ 15-18. Frank’s admits it continued to use the name at least “through August 2021”.⁶ *Id.* at ¶¶ 20 & 23. However, it stopped making payments after March 20, 2020. Answer (Doc. No. 15) at ¶ 12.

³By stating the Defendant’s allegations herein, Plaintiff does not admit them as facts; it should be interpreted that every sentence be read with the preamble “as alleged in the Counterclaims”.

⁴ Gulliver’s alleges it was a license of the “Foxy Lady” mark to Frank’s “for use in connection with advertising, marketing, promotion and sale of services at” Frank’s club, in exchange for \$3,000 per week. Doc. No. 1 at ¶ 11.

⁵ Frank’s asserts that it rejected the 1999 proposal. Counterclaims at ¶ 19. Gulliver’s reserves the right to contest that issue should the counterclaims survive this motion.

⁶ This is false. *See* Complaint at ¶¶ 16-17 & Doc. Nos. 1-5, 1-6 & 1-7.

Frank’s alleges “on information and belief” that other establishments use or have used the “Foxy Lady” mark without license, with actual or constructive knowledge of Gulliver’s, and without action taken to cease usage. Counterclaims at ¶¶ 30-33. Frank’s also alleges that Gulliver’s made knowingly false statements in its trademark application and renewal because Frank’s had used the mark and specimens shown included usage by Frank’s. *Id.* at ¶¶ 34-45.

3.0 LEGAL STANDARD

In determining whether to dismiss for failure to state a claim under Fed. R. Civ. P. 12(b)(6), the Court must “accept the factual allegations in the plaintiff’s complaint as true, construe reasonable inferences in its favor, and ‘determine whether the factual allegations in the plaintiff’s complaint set forth a plausible claim upon which relief may be granted.’” *Project Veritas Action Fund v. Conley*, 244 F. Supp. 3d 256, 260-61 (D. Mass. 2017) quoting *Foley v. Wells Fargo Bank, N.A.*, 772 F.3d 63, 71 (1st Cir. 2014).

Plaintiff’s complaint must “state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* at 678 (citing *Twombly*, 550 U.S. at 556). Such allegations must be “more than merely possible.” *Schatz v. Repub. State Leadership Comm.*, 669 F.3d 50, 55 (1st Cir. 2012).

A complaint should be dismissed when the “factual allegations, either direct or inferential, respecting each material element necessary to sustain recovery under some actionable legal theory.” *Berner v. Delahanty*, 129 F.3d 20, 25 (1st Cir. 1997) (quoting *Gooley v. Mobil Oil Corp.*, 851 F.2d 513, 515 (1st Cir. 1988)). None of Defendant’s allegations give rise to a plausible claim.

4.0 ARGUMENT

4.1 There Was No Naked License

Frank’s claims that the registration for the “Foxy Lady” mark should be canceled pursuant to 15 U.S.C. §§ 1064 & 1119 as a so-called “naked license”. Counterclaims, Doc. No. 15 at ¶¶ 48-51. As explained by Judge Young:

Naked licensing refers to the abandonment of a mark “by allowing others to use the mark without exercising ‘reasonable control over the nature and quality of the goods, services, or business on which the [mark] is used by the licensee.’” *Eva’s Bridal Ltd. v. Halanick Enters., Inc.*, 639 F.3d 788, 789 (7th Cir. 2011) (quoting Restatement (Third) of Unfair Competition § 33 (1995)); see *Rey v. Lafferty*, 990 F.2d 1379, 1392 n.10 (1st Cir. 1993). “To be a valid license, the licensor must adequately control the quality of the goods and services provided by the licensee under the mark.” *Boathouse Grp., Inc. v. TigerLogic Corp.*, 777 F. Supp. 2d 243, 250 (D. Mass. 2011) (Gorton, J.). “[F]ailure to control the quality of licensed goods can constitute an abrogation of the licensor’s duty to protect the informational value of the mark,” and the trademark holder may lose protection of the mark. *Rey*, 990 F.2d at 1392 n.10 (citations omitted).

...

Non-federally registered trademarks are still protected under common law, *Volkswagenwerk Aktiengesellschaft v. Wheeler*, 814 F.2d 812, 820 (1st Cir. 1987), thus they may be licensed through implied or oral license agreements, *Watec Co., Ltd. v. Liu*, 403 F.3d 645, 652 (9th Cir. 2005); *Hogar CREA, Inc. v. Hogar CREA Int’l of Conn., Inc.*, No. 08-1547 (BJM), 2011 U.S. Dist. LEXIS 117620, 2011 WL 4852313, at *11-12 (D.P.R. Sept. 6, 2011).

Blake v. Prof’l Coin Grading Serv., 898 F. Supp. 2d 365, 385 n.13 (D. Mass. 2012). Gulliver’s exercised control.

Evidence outside the four corners of the counterclaim would show the Court that Gulliver’s exercised control over the use of the mark during the first twenty years. However, even taking the allegations in the counterclaims as true, Frank’s admits that, in 2019, Gulliver’s made efforts to solidify the terms of the license, in a writing (the 2019 Proposal), that included control over quality and use of the mark. Counterclaims, Doc. No. 15 at ¶¶ 17-18 & Doc. No. 15-1. Naked-license abandonment is not available here, as:

the abandonment defense, which requires strict proof, is only available in the very limited and unusual situation where a trademark has lost all significance, *i.e.* the mark no longer represents the brand. *Exxon Corp. v. Oxxford Clothes, Inc.*, 109 F.3d 1070, 1080 (5th Cir. 1997) (“[A]bsent an ultimate showing of loss of trade significance, subsection 1127(b)(and the incorporated doctrine of naked licensing) is not available as a defense against an infringement suit brought by that trademark owner”). Courts have refused to find abandonment even where a party admitted several years of naked licensing. *United States Jaycees v. Philadelphia Jaycees*, 639 F.2d 134, 139-40 (3rd Cir. 1981) (delay of several years before enforcing standards and pressing trademark infringement claims is insufficient to constitute abandonment)[.]

Bennigan’s Franchising Co., L.P. v. Sweet Onion, Civil Action No. 08-CV-2132-F, 2009 U.S. Dist. LEXIS 147783, at *6 (N.D. Tex. Apr. 1, 2009). Here, Frank’s does not assert “Foxy Lady” has lost all significance and no longer represents Gulliver’s brand. Gulliver’s has been undertaking since at least 2019 to control the mark and it cannot be deemed an involuntary trademark abandonment.

Further, Frank’s allegations assert that, around 4.5 years or so after Gulliver’s originally proposed licensure, Frank’s “made” the oral agreement at issue. Counterclaims at ¶¶ 7-8. Frank’s, having been the drafter, “may not become the beneficiary of what it now argues is a fatal omission, created by itself! To accept this argument by the defendant would produce the ludicrous result that” a naked license would be created “due to its own self-serving draftsmanship.” *Blackstone Potato Chip Co. v. Mr. Popper, Inc. (In re Blackstone Potato Chip Co.)*, 109 B.R. 557, 561 (Bankr. D.R.I. 1990)(rejecting claim of naked license). Count I of the Counterclaim should be dismissed.

4.2 There Was No Failure to Police

In Count II, Frank’s claims that the registration for the “Foxy Lady” mark should be canceled pursuant to 15 U.S.C. §§ 1064 & 1119 for alleged failure to police. Counterclaims, Doc.

No. 15 at ¶¶ 53-58. In this claim, Frank’s asserts there are at least nine other establishments⁷ using “Foxy Lady” in their name and reasserts “on information and belief” that there was no license, that Gulliver’s had actual or constructive knowledge, and failed to prevent unlicensed usage.

To establish the defense of abandonment by failure to police a trademark, “it is necessary to show either the owner’s intent to abandon the mark, or a course of conduct on the part of the owner causing the mark to become generic or lose its significance as a mark.” *Hermes Int’l v. Lederer de Paris Fifth Avenue, Inc.*, 219 F.3d 104, 110 (2d Cir. 2000). Frank’s offers no allegation of intent to abandon the mark. Neither are their allegations as to the mark becoming generic or losing its significance. Instead, Frank’s makes the conclusory statement that the alleged failure to prevent unlicensed usage automatically means it has lost its significance, without any factual allegations in support. Counterclaims Doc. No. 15 at ¶ 57. “[W]holly conclusory” allegations are insufficient to survive [] motions to dismiss.” *Dickey v. NFL*, Civil Action No. 17-cv-12295-IT, 2018 U.S. Dist. LEXIS 164934, at *20 (D. Mass. Sep. 26, 2018)(Talwani, U.S.D.J.)

Even under Frank’s allegations, there cannot be abandonment for mere failure to sue, as it would “undermine the well-settled rule that a trademark owner’s failure to sue potential infringers does not constitute abandonment.” *Neo4j, Inc. v. Purethink, LLC*, 480 F. Supp. 3d 1071, 1078 (N.D. Cal. 2020) (citing *San Diego Comic Convention v. Dan Farr Prods.*, No. 14-CV-1865 AJB (JMA), 2017 U.S. Dist. LEXIS 155681, 2017 WL 4227000, at *12 (S.D. Cal. Sept. 22, 2017) (“despite Defendants’ attempt to argue abandonment through third party use or failure to police,

⁷ To the extent Frank’s suggests its own use contributes to the alleged failure to police, “use of a mark by a person while such person was a licensee builds up no rights in the mark as against the licensor.” *Twentieth Century Fox Film Corp. v. Marvel Enterprises, Inc.*, 277 F.3d 253, 259 (2d Cir. 2002) (citation omitted).

these arguments are unquestionably meritless as Defendants have not proven that Plaintiff’s mark is generic”) aff’d, 807 F. App’x 674 (9th Cir. 2020)).

Moreover, “allegations based upon “information and belief” survive an analysis under *Twombly* where (1) the facts are peculiarly within the possession and control of the defendant, or (2) the belief is based on factual information that makes the inference of culpability plausible.” *JT IP Holding, LLC v. Florence*, Civil Action No. 20-cv-10433-IT, 2020 U.S. Dist. LEXIS 158328 (D. Mass. Sep. 1, 2020) (Talwani, U.S.D.J.)(dismissing Lanham Act claim where facts were not peculiarly within possession and control of defendant and where there was no plausible inference of culpability). These allegations are not within Gulliver’s peculiar knowledge and there is no factual information provided to make such inference plausible. Thus, Count II of the counterclaims must be dismissed.

4.3 There Was No Fraud

In Count III, Frank’s claims that the registration for the “Foxy Lady” mark should be canceled pursuant to 15 U.S.C. §§ 1064 & 1119 for alleged fraud on the U.S. Patent and Trademark Office. Counterclaims, Doc. No. 15 at ¶¶ 60-65. Specifically, Frank’s alleges that the application was filed without mention of Frank’s use of the mark under agreement and that declarations of use showed specimens of Frank’s use of the mark. *Id.* at ¶¶ 61 & 64. There was no fraud and cancellation is not warranted.

This Court has laid out the standard for cancellation on the basis of alleged fraud as follows:

As the Federal Circuit explained in *In re Bose Corp.*, “[a] third party may petition to cancel a registered trademark on the ground that the “registration was obtained fraudulently.” 580 F.3d 1240, 1243 (Fed. Cir. 2009) (quoting 15 U.S.C. § 1064(3)). “In order to establish a claim of fraud in the procurement of a federal registration, plaintiff must prove the following by clear and convincing evidence: (1) that defendant made a false representation to the PTO regarding a material fact; (2) that defendant knew that the representation was false; (3) that defendant intended to induce the PTO to act in reliance on the misrepresentation; and (4) the PTO was

thereby deceived into registering the mark.” *Bay State Sav. Bank v. Baystate Fin. Servs., LLC*, 484 F. Supp. 2d 205, 220 (D. Mass. 2007). In making this showing, “[t]here is no room for speculation, inference or surmise and, obviously, any doubt must be resolved against the charging party.” *In re Bose Corp.*, 580 F.3d at 1243 (quoting *Smith Int’l, Inc. v. Olin Corp.*, 1981 TTAB LEXIS 47, 209 USPQ 1033, 1044 (T.T.A.B. 1981)).

SoClean, Inc. v. Sunset Healthcare Sols., Inc., 554 F. Supp. 3d 284, 295 (D. Mass. 2021)(Talwani, U.S.D.J.). Frank’s cannot meet these elements.

First, as to the assertion that “no other person, firm, corporation, or association has the right” to use the mark, this was not a false representation. Although the answer and counterclaims appear to dance around the term “license”, an agreement to pay \$3,000 per week for the ability to use the mark is a *license*. “A license is not a right but is a personal privilege. A license is generally revocable at the pleasure of the grantor. The distinctive characteristic of a license is that it is, in its very nature, necessarily revocable at will.” *Johnston v. Tampa Sports Auth.*, 530 F.3d 1320, 1326 n.7 (11th Cir. 2008)(cleaned up, internal citations omitted). A license is “permission, usually revocable, to commit some act that would otherwise be unlawful[.]” *Stuart v. A.I.G. Domestic Claims, Inc.*, No. 05-1765, 2008 Mass. Super. LEXIS 89, at *8 (Mar. 21, 2008) (quoting Black’s Law Dictionary (8th ed. 2004)). At the time the application was filed, Frank’s had no right to the mark, it merely had an oral license. The statement in the application was not false.

Even if a license conferred a right, which it does not (and assignments must be in writing per 15 U.S.C. § 1060), Frank’s makes no allegation that Gulliver’s would know that the license actually conferred a right, rather than revocable permission. As a result, Frank’s cannot meet the first two elements of its fraud in the application claim.

Neither is showing Frank’s licensed use of the mark as the specimens for use sufficient to meet either of those two prongs. The Lanham Act and the implementing regulations have no requirement that the specimen be of the mark owner’s direct use, rather than licensed. *See* 15

U.S.C. § 1051; 37 C.F.R. 2.56. Courts take into account a licensee’s use of a mark *vis a vis* a specimen. *See, e.g., Edge Games, Inc. v. Elec. Arts, Inc.*, 745 F. Supp. 2d 1101, 1109-10 (N.D. Cal. 2010). And, the PTO itself has adapted its application to clarify that the use may be that by a licensee. *See, e.g., Thermolife Int’l, LLC v. Hi-Tech Pharm., Inc.*, No. 1:15-CV-00892-ELR, 2018 U.S. Dist. LEXIS 223732, at *17-18 (N.D. Ga. Oct. 30, 2018); TMEP § 1201.03 (citing 15 U.S.C. §§ 1055 & 1127, noting that use by a related company, *i.e.* a company where the mark owner controls use of the mark, does not affect the validity or registration of a mark). As a result, the submission was not false (nor was it material, since it would not have changed the outcome) and there are no facts alleged that Gulliver’s had reason to know it could not submit the licensed use of the mark. Thus, Count III must be dismissed.

4.4 The 1999 Agreement is Valid

In Count IV, Frank’s seeks to invalidate the 1999 Oral Agreement on the purported basis of lack of goodwill inuring to Gulliver’s, lack of provision for control, lack of ability for Gulliver’s to affect Frank’s operations, failure to exert control, failure to obtain an assignment of goodwill, and failure to control the quality of Frank’s services. Counterclaims, Doc. No. 15 at ¶¶ 67-72. There is no basis to invalidate the agreement.

State law governs licensing and contractual disputes, even though this matter regards a federal trademark. *Compare In re XMH Corp.*, 647 F.3d 690, 2011 WL 3084926, at *2 (7th Cir. 2011) (Posner, J.) (“Suits over assignments of trademark licenses are deemed to arise under state rather than federal law, even when the trademark is federally registered.”) (citations omitted); *Dow Chem. Co. v. Exxon Corp.*, 139 F.3d 1470, 1478 (Fed. Cir. 1998)(“As we have recognized with regard to licensing agreements, it is generally state law, not federal patent law, that governs contractual disputes even when patent issues must be adjudicated because patents are involved in

the subject matter of those contracts.”); *Lear, Inc. v. Adkins*, 395 U.S. 653, 661-62 (1969)(noting that state law governed construction of a patent licensing agreement).

Under Massachusetts law, “[i]t is axiomatic that to create an enforceable contract, there must be agreement between the parties on the material terms of that contract, and the parties must have a present intention to be bound by that agreement. It is not required that all terms of the agreement be precisely specified, and the presence of undefined or unspecified terms will not necessarily preclude the formation of a binding contract.” *Situation Mgmt. Sys. v. Malouf, Inc.*, 430 Mass. 875, 878 (2000)(citations omitted). As pleaded by Frank’s, the parties agreed to a contract whereby so long as Frank’s “used” the mark, Frank’s would pay Gulliver’s \$3,000 per week. Counterclaims, Doc. No. 15 at ¶ 8. Those were the agreed material terms and they both expressed an intent to be bound. None of the terms Frank’s claims are missing (which Gulliver’s would dispute were the matter to move forward) are material. As the contract meets the essential requirements, there is no reason for this Court to declare it invalid.⁸ This is simply a ploy by Frank’s to avoid abiding its obligations. It abided the agreement for 20 years without a peep, not even when Gulliver’s made the 2019 Proposal.⁹ Thus, Count IV should also be dismissed.

⁸ Frank’s pleads no common reason to void or invalidate the agreement, such as lack of capacity, duress, or violation of public policy, nor do any such reasons exist. To the extent Rhode Island law would apply, Frank’s fares no better, as “absent a public policy violation,” the Rhode Island Supreme Court would “perceive no reason why the expressed intent of the parties in a contract should not be effectuated.” *Rodrigues v. Depasquale Bldg. & Realty Co.*, 926 A.2d 616, 623 (R.I. 2007)(cleaned up).

⁹ Thus, even if Frank’s once had a basis to claim invalidity, that claim is barred by the doctrine of laches. “In general terms, the doctrine of laches restricts the assertion of claims or defenses by litigants who have slept upon their rights or prerogatives and, thus, have prejudiced opposing parties by or through their inexcusable delay.” *United States v. Letter from Alexander Hamilton to the Marquis De Lafayette*, 15 F.4th 515, 526 (1st Cir. 2021). Here, Frank’s slept on whatever rights it had for 20 years, and Gulliver’s is prejudiced by the years of non-payment, as it could have sought to bring a trademark action sooner if it knew Frank’s thought the agreement invalid.

5.0 CONCLUSION

The Counterclaims must be dismissed with prejudice. There was no abandonment, whether viewed as naked license or failure to police. There was no fraud in the application or renewals. The license agreement is valid. Frank's cannot state a claim and any amendment would be futile. The counterclaims should, therefore, be dismissed with prejudice.

Dated: July 13, 2022

Respectfully Submitted,

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Civil Action No. 22-CV-10653

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all parties this day by the Court's CM/ECF system.

Dated: July 13, 2022

/s/Marc J. Randazza

Marc J. Randazza

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