

TRADEMARK CEASE AND DESIST LETTER

[SENDER S FULL LEGAL NAME RIGHTS] [SENDER S ADDRESS]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND ELECTRONIC MAIL

[RECIPIENT S NAME PERSON ENTITY TO] [RECIPIENT S ADDRESS]

Re: Cease and Desist — Trademark Infringement, False Designation of Origin, and Unfair Competition

Dear [RECIPIENT S NAME PERSON ENTITY TO]:

This firm/this office represents [SENDER S FULL LEGAL NAME RIGHTS] ("Owner") in connection with Owner's trademark rights. This letter constitutes formal notice and demand that you **immediately cease and desist** from the infringing conduct described below.

1. Owner's Trademark Rights

[SENDER S FULL LEGAL NAME RIGHTS] is the owner of valuable trademark rights. Owner has used its mark(s) in interstate commerce continuously and extensively, and has invested substantial resources in advertising, promoting, and building consumer goodwill in the mark(s). As a result, the mark(s) are distinctive, serve as a source identifier for Owner's goods and services, and are associated exclusively with Owner in the minds of consumers and the trade.

2. Your Infringing Conduct

Owner has recently become aware of the following conduct by you:

| *[DESCRIBE THE SPECIFIC WRONGFUL ACTIVITY FACTS]*

Such use of Owner's mark (or a confusingly similar designation) is unauthorized. Owner has never licensed, authorized, or consented to your use, and no such license or consent exists.

3. Legal Basis — Lanham Act and State Law

Your conduct constitutes:

- **Trademark infringement** under Section 32 of the Lanham Act, 15 U.S.C. §1114, with respect to federally registered marks;
- **False designation of origin, false or misleading representation of fact, and unfair competition** under Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a);

- **Trademark dilution by blurring and/or tarnishment** under Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c), where applicable; and
- **Common-law trademark infringement and unfair competition** under the laws of the State of [STATE], together with statutory unfair and deceptive trade practices claims.

Your use is likely to cause confusion, mistake, or deception as to the source, sponsorship, affiliation, connection, or approval of your goods or services, in violation of the foregoing.

Remedies. Remedies available to [SENDER S FULL LEGAL NAME RIGHTS] include, without limitation: (i) preliminary and permanent injunctive relief under 15 U.S.C. §1116; (ii) recovery of Owner's actual damages, disgorgement of your profits attributable to the infringement, and costs of the action under 15 U.S.C. §1117(a); (iii) **treble damages** for willful infringement and, in counterfeiting cases, statutory damages up to **\$2,000,000 per counterfeit mark per type of goods or services** under 15 U.S.C. §1117(b)–(c); (iv) seizure, forfeiture, and destruction of infringing articles under 15 U.S.C. §1118; and (v) an award of **attorneys' fees** in exceptional cases under 15 U.S.C. §1117(a).

4. Demand

You are hereby demanded, within **10 days** of receipt of this letter, to take each of the following actions:

[SPECIFIC ACTIONS DEMANDED CEASE USE DESTROY]

Without limiting the foregoing, Owner further demands that you:

(a) immediately and permanently cease all manufacture, distribution, advertising, marketing, promotion, offering for sale, and sale of any goods or services bearing Owner's mark or any confusingly similar designation; (b) remove all references to Owner's mark (or any confusingly similar designation) from all websites, domain names, social-media accounts, search-engine keywords, meta-tags, packaging, signage, and marketing materials under your ownership or control; (c) transfer or abandon any conflicting domain name, social-media handle, trademark application, or registration; (d) deliver to Owner, or destroy under oath, all infringing inventory, packaging, labels, signs, prints, advertisements, and promotional materials in your possession, custody, or control; (e) provide a full written accounting of all sales, revenues, and profits derived from the infringing conduct; and (f) provide written confirmation, signed under penalty of perjury, of your compliance with each of the foregoing.

5. Notice and Willfulness

This letter constitutes **actual notice** of Owner's rights in its mark(s). Any continued use after receipt of this letter will be deemed **willful** and will support enhanced damages, an award of attorneys' fees, and other enhanced remedies.

6. Preservation of Evidence

You are directed to **preserve** all documents, communications, electronic records, accounting records, sales and shipping data, customer lists, and physical items relating to the matters described in this letter. Spoliation of such evidence will be brought to the attention of the court and may result in sanctions and adverse inferences.

7. Reservation of Rights

Nothing in this letter shall be construed as a waiver or release of any claim, right, or remedy available to Owner, all of which are expressly reserved. This letter is not a complete statement of the facts or the law, and is not an offer of settlement or compromise. Rule 408 of the Federal Rules of Evidence and analogous state rules are not invoked.

8. Consequences of Non-Compliance

If you fail to comply fully with the demands above within 10 days of receipt, Owner will, without further notice, pursue all available legal and equitable remedies, including filing suit for preliminary and permanent injunctive relief, actual damages, disgorgement of your profits, treble damages, statutory damages, and attorneys' fees and costs.

Govern yourself accordingly.

Sincerely,

[SENDER S FULL LEGAL NAME RIGHTS]

PRINTED NAME

SIGNATURE

DATE