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Perplexity Solved Solutions, Inc.

10

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

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14 Perplexity Solved Solutions Inc.,
15 Plaintiff,

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v.

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18 Perplexity AI, Inc.,
19 Defendant.

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CASE NO. _____

COMPLAINT FOR:

- 1. **TRADEMARK INFRINGEMENT**
- 2. **UNFAIR COMPETITION/FALSE DESIGNATION OF ORIGIN**
- 3. **CYBERSQUATTING**
- 4. **UNFAIR BUSINESS PRACTICES**
- 5. **COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**
- 6. **DECLARATORY JUDGMENT REGARDING DEFENDANT'S PENDING APPLICATIONS**

DEMAND FOR JURY TRIAL

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1 Plaintiff Perplexity Solved Solutions Inc. (“Perplexity”), by its undersigned
2 attorneys, Mitchell Silberberg & Knupp LLP, complains and alleges against
3 Defendant Perplexity AI, Inc. (“Defendant”) as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for an injunction, damages, and other appropriate relief
6 arising out of, *inter alia*, Defendant’s violations of the Lanham Act, 15 U.S.C. § 1051
7 *et seq.*, and unfair competition with a small, military spouse- and woman-owned
8 business that offers innovative software solutions to individuals, small businesses,
9 government entities, and veteran-owned organizations.

10 2. Since 2017, Perplexity’s owner and founder, Dawn Gallman Mobley,
11 has worked tirelessly to build a successful business and brand under the name
12 PERPLEXITY and variations thereof (collectively, the “PERPLEXITY Mark”).
13 Through her efforts, Perplexity has earned the trust of a loyal customer base and
14 established a reputation for integrity and reliability in the software industry. To
15 protect its name and brand, Perplexity applied to register the PERPLEXITY Mark
16 (with design) with the United States Patent and Trademark Office (“USPTO”) in
17 October 2021. By November 2022, Perplexity had secured a registration, and was
18 promoting its offerings online, including on its website <https://perplexityonline.com>.

19 3. Founded in 2022 by former employees from “big tech” companies such
20 as OpenAI and Meta, Defendant is a rapidly-growing, well-funded software company
21 based in San Francisco. With full knowledge of Perplexity’s prior rights, Defendant
22 decided to use and is using the PERPLEXITY Mark in connection with highly similar
23 software-related goods and services, overwhelming Perplexity’s use in the
24 marketplace and sowing confusion among consumers as to the parties’ affiliation and
25 the source of their respective goods and services. The hard-earned goodwill and
26 reputation that Perplexity has built over the years have suffered—and are still now at
27 risk—because Defendant refuses to respect the law or play fair.

1 8. This Court has personal jurisdiction over Defendant because, upon
2 information and belief, Defendant has a principal place of business in California, and
3 has committed unlawful acts within California that have caused and/or will cause
4 injury to the consuming public in California.

5 9. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b)
6 because Defendant is subject to personal jurisdiction in this judicial district and/or
7 because a substantial part of the events giving rise to this action occurred in this
8 judicial district.

9 **FACTS COMMON TO ALL CLAIMS**

10 **A. Perplexity’s Well-Established Use of the PERPLEXITY Mark**

11 10. Founded in 2017, Perplexity is a military spouse- and woman-owned
12 tech company that delivers innovative software solutions aimed at simplifying
13 complex business needs through data analytics, artificial intelligence (“AI”), and
14 enhancing communication and collaboration among teams.

15 11. Over the years, Perplexity has continuously and exclusively used the
16 PERPLEXITY Mark in commerce in connection with its software solutions, and has
17 invested substantial resources in developing and promoting its business. Among its
18 offerings is “Perplexity Meet,” a comprehensive software platform featuring video
19 conferencing, integrated messaging, data analytics, and other AI-powered tools which
20 empowers businesses and other organizations to “enhance collaboration.”¹

21 12. Perplexity owns and operates the websites <https://perplexityonline.com>
22 and <https://perplexitymeet.com>, which prominently feature the PERPLEXITY Mark
23 and through which Perplexity offers and promotes its PERPLEXITY-branded goods
24 and services. Perplexity registered the domain name <https://perplexityonline.com> in
25 or around May 2021 and launched its website at that domain name in or around
26 August 2021.

27 _____
28 ¹ See <https://www.perplexitymeet.com/> (last accessed January 16, 2025).

1 13. Perplexity also promotes its goods and services through its various
2 PERPLEXITY-branded social media accounts, including, but not limited to, on
3 Facebook (“Perplexity Meet,” <https://www.facebook.com/Perplexitymeet/>),
4 LinkedIn (“Perplexity HQ,” <https://www.linkedin.com/company/perplexityhq/>), and
5 X (“Perplexity HQ,” <https://x.com/PerplexityHQ>), and YouTube (“Perplexity HQ,”
6 <http://www.youtube.com/@Perplexity-HQ>).

7 14. As a result of Perplexity’s longstanding and extensive use of the
8 PERPLEXITY Mark, Perplexity has developed considerable goodwill in the
9 PERPLEXITY Mark. Consumers recognize the PERPLEXITY Mark as identifying
10 and/or referring to Perplexity and its high-quality goods and services.

11 15. The PERPLEXITY Mark is highly distinctive. The term
12 “PERPLEXITY” is arbitrary and thus conceptually strong in relation to Perplexity’s
13 goods and services.

14 16. For years, Perplexity has engaged in substantially exclusive use of the
15 PERPLEXITY Mark. Upon information and belief, no parties—other than Perplexity
16 and now Defendant—have used or are using the term “PERPLEXITY” commercially
17 in connection with software or related goods and/or services. In fact, the only third-
18 party trademark on the federal registry that contains the term “PERPLEXITY” is for
19 entirely unrelated products, *i.e.*, “wines” (U.S. Reg. No. 3,592,997).

20 17. To protect its valuable name and brand, on October 25, 2021, Perplexity
21 filed an application with the USPTO for the mark PERPLEXITY (with design) based,
22 pursuant to Section 1(a) of the Lanham Act, on use in commerce—commencing at
23 least as early as March 1, 2021—for “software as a service (SAAS) services featuring
24 software for data analytics and UI Testing” in Class 42 (U.S. Reg. No. 6,906,290).
25 Plaintiff obtained a registration therefor, U.S. Registration No. 6,906,290, on
26 November 22, 2022. Such registration is valid, subsisting, unrevoked, and
27 uncanceled.

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1 **B. Defendant’s Subsequent Adoption and Confusingly Similar Use of**
2 **Identical Mark.**

3 18. Upon information and belief, Defendant is a San Francisco-based
4 software company, founded in 2022, that offers, among other things, a conversational
5 AI-powered answer engine. Defendant has raised millions of dollars from a range of
6 investors, including Jeff Bezos and Nvidia Corp. According to a *Business Insider*
7 article dated December 18, 2024, Defendant recently “closed a \$500 million funding
8 round ..., pushing its valuation to \$9 billion.”²

9 19. Notwithstanding Perplexity’s prior rights in the PERPLEXITY Mark,
10 upon information and belief, in or around August 2022, Defendant started using the
11 PERPLEXITY Mark and confusingly similar variants—including, but not limited to,
12 “Perplexity,” “Perplexity AI,” and a stylized mark featuring the term “Perplexity”—
13 to market, promote, and offer its AI-powered answer engine and related software
14 products (the “Infringing Goods and Services”).

15 20. Defendant’s Infringing Goods and Services include, but are not limited
16 to: (1) “Perplexity,” which is described as “a free AI search engine” that, when a user
17 “[a]sk[s] any question, [] searches the internet to give [the user] an accessible,
18 conversational, and verifiable answer;”³ (2) “Perplexity Enterprise Pro,” which is
19 described as a “B2B [business-to-business] offering” that “helps [the business’s]
20 employees get fast, up-to-date, and reliable answers to their most complex
21 questions;”⁴ and (3) “Perplexity Spaces,” which is described as an “AI-powered
22 collaboration hub[]” that “gives [users] a place to work together to get things done.”⁵

23
24 ² See <https://www.businessinsider.com/perplexity-ai-valuation-funding-500-million-9-billion-2024-12> (last accessed January 16, 2025).

25 ³ See <https://www.perplexity.ai/hub/faq/what-is-perplexity> (last accessed January 16,
26 2025).

27 ⁴ See <https://www.perplexity.ai/enterprise> (last accessed January 16, 2025).

28 ⁵ See <https://www.perplexity.ai/hub/blog/introducing-internal-knowledge-search-and-spaces> (last accessed January 16, 2025).

1 21. The Infringing Goods and Services are highly similar to those offered by
2 Perplexity and appeal to a similar customer-base. For example, Perplexity’s
3 “Perplexity Meet” and Defendant’s “Perplexity Spaces” both are software platforms
4 that facilitate communication and collaboration among colleagues in businesses and
5 other organizations.

6 22. Upon information and belief, on or about July 8, 2022, Defendant
7 registered a domain name that incorporates the PERPLEXITY Mark in its entirety,
8 particularly, <https://www.perplexity.ai/> (the “Infringing Domain Name”). The
9 website currently located at the Infringing Domain Name prominently features the
10 PERPLEXITY Mark.

11 23. Defendant also has launched social media accounts that incorporate the
12 PERPLEXITY Mark in its entirety, including on Instagram (@perplexity.ai), X
13 (@perplexity_ai), Facebook (<https://www.facebook.com/perplexityofficial/>), and
14 LinkedIn (<https://www.linkedin.com/company/perplexity-ai>), for the purpose of
15 marketing, promoting, and/or soliciting potential customers for the Infringing Goods
16 and Services.

17 24. Defendant has saturated the market with its PERPLEXITY-branded
18 Infringing Goods and Services, overwhelming the hard-earned marketplace power
19 and value of Perplexity’s PERPLEXITY Mark. For example, Defendant now
20 dominates the results of a Google search for “PERPLEXITY.” Defendant’s website
21 now even appears at the top of the search results for terms specific to Perplexity, such
22 as “Perplexity online” (*i.e.*, the terms in Perplexity’s domain name) and “Perplexity
23 Meet” (*i.e.*, the name of one of Perplexity’s products).

24 25. On February 9, 2024, Defendant filed U.S. Application Serial Nos.
25 98/400,215, 98/400,216, and 98/437,227 (collectively, “Pending Applications”) for
26 marks comprising or consisting of the term “PERPLEXITY” (collectively,
27 “Defendant’s Marks”). The most pertinent details of the Pending Applications are set
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1 forth in the chart below.

Mark	App. No./Date	Goods and/or Services
PERPLEXITY AI	No. 98/400,215 Feb. 9, 2024	Class 9: Downloadable computer application software for mobile phones, handheld computers, electronic tablets, chatbot software using artificial intelligence for simulating real time conversations, question-answering systems, searching and retrieving information, and providing citations, reference materials and other resources available on computer networks; Downloadable chatbot software for simulating conversations.
PERPLEXITY	No. 98/400,216 Feb. 9, 2024	Class 9: Downloadable computer application software for mobile phones, handheld computers, electronic tablets, chatbot software using artificial intelligence for simulating real time conversations, question-answering systems, searching and retrieving information, and providing citations, reference materials and other resources available on computer networks; Downloadable chatbot software for simulating conversations.
PERPLEXITY	No. 98/437,227 March 6, 2024	Class 41: Entertainment services, namely, providing podcasts in the field of technology, science and culture.

19 26. Upon information and belief, Defendant decided to use and is continuing
20 to use the PERPLEXITY Mark in connection with the Infringing Goods and Services
21 with full knowledge and in willful disregard of Perplexity's prior rights in the
22 PERPLEXITY Mark and the risk of confusion as to the source of the parties' goods
23 and services, intending to push Perplexity out of the market.

24 27. In or around September 2023, counsel for Defendant contacted
25 Perplexity by phone to inquire about purchasing the PERPLEXITY Mark. Perplexity
26 declined to sell. Despite clearly having full knowledge of Perplexity's prior rights at
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1 that point, Defendant continued to use—and even launched new products under⁶—
2 the PERPLEXITY Mark thereafter.

3 28. On October 14, 2024, counsel for Perplexity sent a letter to Defendant’s
4 counsel demanding, among other things, that Defendant cease and desist from using
5 the PERPLEXITY Mark and confusingly similar variants and also abandon the
6 Pending Applications. As of the date of this Complaint, Defendant has not complied
7 with any of Perplexity’s demands.

8 29. On November 11, 2024, and again on December 12, 2024, Perplexity
9 requested to extend the deadlines to oppose Defendant’s Pending Applications before
10 the United States Patent and Trademark Office Trademark Trial and Appeal Board.
11 The requests were granted.⁷ As of the date of this Complaint, Defendant has not
12 withdrawn the Pending Applications.

13 30. Defendant’s complete disregard for Perplexity’s trademark rights is
14 consistent with Defendant’s pattern and practice of copying and/or unfairly
15 capitalizing on others’ creativity and hard work. In fact, two companies—namely,
16 Dow Jones & Company, Inc. and NYP Holdings, Inc.—recently filed a lawsuit
17 against Defendant alleging that Perplexity’s “core business model involves engaging
18 in massive freeriding on [the plaintiffs’] protected content.” *Dow Jones & Co., Inc.,*
19 *et ano. v. Perplexity AI, Inc.*, Case No. 1:24-cv-079840-KPF, Dkt. No. 36 (S.D.N.Y.
20 Dec. 11, 2024).

21 31. Defendant is not now, nor has it ever been, affiliated, connected, or
22 associated with Perplexity, and Perplexity has never authorized or otherwise
23 permitted Defendant to use the PERPLEXITY Mark in any way.

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25 ⁶ For example, according to information on Defendant’s website, in or around April
26 2024, Defendant launched “Perplexity Enterprise Pro.” See
<https://www.perplexity.ai/hub/blog/perplexity-launches-enterprise-pro> (last accessed
January 16, 2025).

27 ⁷ Perplexity intends to file a Notice of Opposition against Defendant’s Pending
28 Applications before the current deadline expires.

1 32. In light of all of the foregoing, Defendant’s use of the PERPLEXITY
2 Mark in conjunction with the Infringing Goods and Services is likely to cause
3 confusion, mistake, or deception as to the source of the parties’ respective goods and
4 services, in that consumers are likely to erroneously believe that one party’s goods
5 and services originate with and/or emanate from the other party, are authorized,
6 licensed, sponsored, or approved by the other party, and/or are otherwise affiliated,
7 connected, or associated with the other party.

8 33. In fact, upon information and belief, consumers already have been
9 confused. For example, on numerous occasions, social media users have “tagged”
10 Perplexity in their posts about Defendant’s Infringing Goods and Services.

11 **FIRST CLAIM FOR RELIEF**

12 **(Trademark Infringement in Violation of Section 32(1) of the Lanham Act)**

13 34. Perplexity realleges and incorporates by reference each and every
14 allegation contained in each of the preceding paragraphs of the Complaint with the
15 same force and effect as if fully set forth at length herein.

16 35. Perplexity owns all rights, title, and interest in and to a valid, subsisting,
17 unrevoked, and uncanceled federal registration for the PERPLEXITY Mark (with
18 design) (U.S. Registration No. 6,906,290).

19 36. Perplexity has been using the PERPLEXITY Mark in commerce long
20 before Defendant commenced the infringing use alleged herein

21 37. Defendant’s unauthorized use of the PERPLEXITY Mark and
22 confusingly similar variants in the aforesaid manner, including in the sale and
23 distribution of the Infringing Goods and Services, is likely to cause confusion and/or
24 mistake in the minds of the public as to the source of the parties’ goods and services,
25 leading the public to believe that one party’s products emanate or originate from the
26 other, or that one party has approved, sponsored, or otherwise is associated itself with
27 the other.

1 38. Defendant's actions constitute an infringement of Perplexity's rights in
2 the PERPLEXITY Mark in violation of Section 32 of the Lanham Act, 15 U.S.C.
3 § 1114(1).

4 39. Upon information and belief, Defendant has intentionally and willfully
5 used the PERPLEXITY Mark in commerce with knowledge of Perplexity's prior
6 exclusive rights in the PERPLEXITY Mark and with deliberate intention to cause
7 mistake and confuse or deceive the general public as to the affiliation, connection, or
8 association of Defendant, or the Infringing Goods and Services, with Perplexity.

9 40. Upon information and belief, Defendant has made and will continue to
10 make substantial profits to which they are not entitled to in law or in equity.

11 41. Defendant's infringing conduct has caused and, unless restrained by this
12 Court, will continue to cause, Perplexity to suffer damages and irreparable harm and
13 injury, including to the goodwill, reputation, and business associated with the
14 PERPLEXITY Mark, for which Perplexity has no adequate remedy at law.

15 **SECOND CLAIM FOR RELIEF**

16 **(Unfair Competition and False Designation of Origin in Violation of Section**
17 **43(a) of the Lanham Act)**

18 42. Perplexity realleges and incorporates by reference each and every
19 allegation contained in each of the preceding paragraphs of the Complaint with the
20 same force and effect as if fully set forth at length herein.

21 43. Perplexity owns valid and protectable trademark rights in the
22 PERPLEXITY Mark, including all common law trademark rights and all rights, title,
23 and interest in and to U.S. Registration No. 6,906,290.

24 44. Defendant's unauthorized use of the PERPLEXITY Mark and
25 confusingly similar variants in the aforesaid manner, including in the sale and
26 distribution of the Infringing Goods and Services, falsely suggests, and is likely to
27 cause confusion, or to cause mistake, or to deceive the general public into erroneously
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1 believing, that one party’s PERPLEXITY-branded goods and/or services originate
2 with or emanate from the other party, are authorized, licensed, sponsored, or endorsed
3 by the other party, and/or are otherwise affiliated, connected, or associated with the
4 other party.

5 45. Defendant’s conduct constitutes unfair competition and false designation
6 of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

7 46. Upon information and belief, Defendant intentionally and willfully used
8 the PERPLEXITY Mark in commerce with knowledge of Perplexity’s prior rights in
9 the PERPLEXITY Mark, and in willful disregard of the risk of that Defendant’s use
10 would cause confusion, mistake, and/or deception as to the parties’ affiliation and the
11 source of their goods and services, and also diminish the goodwill and recognition
12 associated with the PERPLEXITY Mark.

13 47. Defendant’s aforesaid acts have caused, and unless restrained by this
14 Court, will continue to cause, Perplexity to suffer damages and irreparable harm and
15 injury, including to the goodwill, reputation, and business associated with the
16 PERPLEXITY Mark, for which Perplexity has no adequate remedy at law.

17 **THIRD CLAIM FOR RELIEF**

18 **(Cybersquatting in Violation of Section 43(d) of the Lanham Act)**

19 48. Perplexity realleges and incorporates by reference each and every
20 allegation contained in each of the preceding paragraphs of the Complaint with the
21 same force and effect as if fully set forth at length herein.

22 49. Perplexity owns valid and protectable trademark rights in the
23 PERPLEXITY Mark, including all common law trademark rights and all rights, title,
24 and interest in and to U.S. Registration No. 6,906,290.

25 50. Upon information and belief, Defendant registered on July 8, 2022 and
26 is continuing to use, without Perplexity’s consent or authorization, the confusingly
27 similar domain name <https://www.perplexity.ai/> (the “Infringing Domain Name”),
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1 which incorporates the PERPLEXITY Mark in its entirety and also is confusingly
2 similar to Perplexity's domain names <https://perplexityonline.com> and
3 <https://perplexitymeet.com>.

4 51. The Infringing Domain Name resolves to a website which prominently
5 features the PERPLEXITY Mark, and is used by Defendant to offer, market, promote,
6 and solicit potential customers for the Infringing Goods and Services.

7 52. Upon information and belief, Defendant registered and/or is using the
8 Infringing Domain Name in bad faith, with knowledge of Perplexity's prior rights in
9 the PERPLEXITY Mark and an intent to overwhelm and divert traffic from
10 Perplexity's websites.

11 53. Defendant's aforesaid acts constitute a violation of Section 43(d) of the
12 Lanham Act, 15 U.S.C. § 1125(d).

13 54. Defendant's aforesaid acts have caused, and unless restrained by this
14 Court, will continue to cause, Perplexity to suffer damages and irreparable harm and
15 injury, including to the goodwill, reputation, and business associated with the
16 PERPLEXITY Mark, for which Perplexity has no adequate remedy at law.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Unfair Business Practices in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*)**

19 55. Perplexity realleges and incorporates by reference each and every
20 allegation contained in each of the preceding paragraphs of the Complaint with the
21 same force and effect as if fully set forth at length herein.

22 56. Defendant has engaged in unlawful, unfair, or fraudulent business
23 practices or acts, as described above, that have injured and will continue to injure
24 Perplexity and its business and property.

25 57. Upon information and belief, Defendant has acted in bad faith, including
26 insofar Defendant adopted and is using the PERPLEXITY Mark with full knowledge
27 and in willful disregard of Perplexity's prior rights, even after Perplexity requested
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1 that Defendant cease and desist, and intending to use its financial strength to push
2 Perplexity out of the market.

3 58. Defendant’s aforesaid acts constitute a violation of California Business
4 and Professions Code §§ 17200 *et seq.*

5 59. Defendant’s aforesaid acts have caused, and unless restrained by this
6 Court, will continue to cause, irreparable harm and injury to Perplexity, including to
7 the goodwill, reputation, and business associated with the PERPLEXITY Mark, for
8 which Perplexity have no adequate remedy at law.

9 **FIFTH CLAIM FOR RELIEF**

10 **(Common Law Trademark Infringement and Unfair Competition)**

11 60. Perplexity realleges and incorporates by reference each and every
12 allegation contained in each of the preceding paragraphs of the Complaint with the
13 same force and effect as if fully set forth at length herein.

14 61. Perplexity owns all rights, title, and interest in and to the distinctive and
15 well-known PERPLEXITY Mark, including all common law rights in such mark.

16 62. Defendant has used and continues to use in commerce, without
17 Perplexity’s consent or authorization, the PERPLEXITY Mark and confusingly
18 similar variants—including, stylized marks featuring the PERPLEXITY Mark—to
19 market, promote, and offer and/or sell the Infringing Goods and Services, which are
20 highly similar to the goods and services offered by Perplexity under the
21 PERPLEXITY Mark.

22 63. Defendant’s unauthorized use of the PERPLEXITY Mark in the
23 aforesaid manner is likely to cause confusion, or to cause mistake, or to deceive the
24 general public into erroneously believing that one party’s goods and services emanate
25 from the other party, are authorized, licensed, sponsored, or endorsed by the other
26 party, and/or are otherwise affiliated, connected, or associated with the other party.

27 64. Upon information and belief, Defendant’s unauthorized use of the
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1 PERPLEXITY Mark has been with knowledge of Perplexity’s prior rights, and in
2 willful disregard of the risk that Defendant’s use would cause confusion, mistake, or
3 deception to the general public as to the parties’ affiliation and the source of their
4 goods and services, and also diminish the goodwill and recognition associated with
5 the PERPLEXITY Mark.

6 65. Defendant’s aforesaid acts constitute trademark infringement and unfair
7 competition in violation of California common law.

8 66. Defendant’s aforesaid acts have caused, and unless restrained by this
9 Court, will continue to cause, Perplexity to suffer damages and irreparable harm and
10 injury, including to the goodwill, reputation, and business associated with the
11 PERPLEXITY Mark, for which Perplexity have no adequate remedy at law.

12 **SIXTH CLAIM FOR RELIEF**

13 **(Declaratory Judgment Regarding Defendant’s Pending Applications)**

14 67. Perplexity realleges and incorporates by reference each and every
15 allegation contained in each of the preceding paragraphs of the Complaint with the
16 same force and effect as if fully set forth at length herein.

17 68. Perplexity’s rights in the PERPLEXITY Mark predate any rights that
18 may be asserted or relied upon by Defendant in connection with Defendant’s Marks
19 in the Pending Applications.

20 69. Defendant’s Marks so resemble the PERPLEXITY Mark as to be likely,
21 when used in conjunction with the goods and/or services identified in Defendant’s
22 Pending Applications, to cause confusion, cause mistake, or to deceive consumers
23 into believing that such goods and/or services originate from and/or are endorsed,
24 sponsored, or approved by or otherwise associated with Perplexity, with consequent
25 injury to Perplexity and the consuming public.

26 70. Accordingly, Perplexity requests a declaratory judgment and order that
27 the Pending Applications for Defendant’s Marks should be refused registration based
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1 on a likelihood of confusion with Perplexity’s PERPLEXITY Mark, in violation of
2 Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Perplexity respectfully requests that this Court enter judgment
5 against Defendant as follows:

6 A. That the Court find that Defendant has engaged in (i) trademark
7 infringement in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1);
8 (ii) false designation of origin (in violation of Section 43(a) of the Lanham Act, 15
9 U.S.C. § 1125(a); (iii) wrongful domain name registration in violation of Section
10 43(d) of the Lanham Act, 15 U.S.C. § 1125(d); (iv) unfair business practices in
11 violation of California Business and Professions Code §§ 17200 *et seq.*; and (v)
12 trademark infringement and unfair competition in violation of California common
13 law.

14 B. That the Court issue an injunction providing that, pursuant to 15 U.S.C.
15 § 1116(a), Defendant and its agents, employees, representatives, partners, joint
16 venturers, and/or anyone acting on behalf of or in concert with Defendant, jointly and
17 severally, be enjoined through the world during the pendency of this action and
18 permanently thereafter from:

- 19 i. Using the PERPLEXITY Mark, or any confusingly similar variations
20 thereof, including, without limitation, “Perplexity,” “Perplexity AI,”
21 and any stylized marks comprising or containing the term
22 “Perplexity,” in connection with Defendant’s Infringing Goods and
23 Services and any other goods and/or services competitive with or
24 otherwise related to Perplexity’s goods and services, including in any
25 domain name or social media account name;
- 26 ii. Using any false designation, description, or representation, or
27 otherwise engaging in conduct that is likely to create an erroneous
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1 impression that one party is affiliated, connected, or associated with
2 the other party, and/or that one party's goods and/or services originate
3 with, or are sponsored or approved by, the other party; and

4 iii. Doing any act or thing likely to induce the belief that one party's
5 goods and/or services are in any way legitimately sponsored or
6 approved by, or affiliated, connected, or associated with, the other
7 party.

8 C. That the Court issue an order requiring Defendant to pay to Perplexity,
9 for Defendant's violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1),
10 either (i) all such actual damages and profits attributable to the infringements of the
11 PERPLEXITY Mark by Defendant and those acting in concert with Defendant in an
12 amount to be proven at trial; or (ii) in the alternative, statutory damages pursuant to
13 Section 35(c) of the Lanham Act, 15 U.S.C. § 1117(c), of up to \$2,000,000 for each
14 trademark that Defendant have counterfeited and infringed.

15 D. That the Court issue an order requiring Defendant to pay to Perplexity,
16 for Defendant's violation of Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d),
17 either (i) all such actual damages and profits attributable to the infringements of the
18 PERPLEXITY Mark by Defendant and those acting in concert with Defendant in an
19 amount to be proven at trial; or (ii) in the alternative, statutory damages pursuant to
20 Section 35(d) of the Lanham Act, 15 U.S.C. § 1117(d), in an amount of up to
21 \$100,000.

22 E. That the Court issue an order requiring Defendant to transfer to
23 Perplexity, at Defendant's expense, the Infringing Domain Name,
24 <https://www.perplexity.ai/>, and any other domain names owned, operated, and/or
25 controlled by Defendant that consist of, incorporate, or contain the PERPLEXITY
26 Mark, or any confusingly similar variation thereof.

27 F. That the Court issue an order requiring Defendant to pay to Perplexity
28

1 such other and further damages as may be available in accord with California common
2 law and California Business and Professions Code §§ 17200 *et seq.*;

3 G. That the Court issue an order, certified by the Court to the Director of
4 the USPTO, declaring that Defendant's Pending Applications violate Section 2(d) of
5 the Lanham Act, 15 U.S.C. § 1052(d), and should be refused registration;

6 H. That the Court award Perplexity interest, including all pre-judgment
7 interest, on all damages awarded by the Court;

8 I. That the Court award Perplexity exemplary and punitive damages to
9 deter further willful infringement;

10 J. That the Court award Perplexity their costs in this action, including
11 reasonable attorneys' fees, pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. §
12 1117(a);

13 K. That the Court award such other and further relief as the court deems just
14 and proper.

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Perplexity
17 hereby demands a trial by jury on all issues so triable.

18
19 Dated: January 30, 2025

MITCHELL SILBERBERG & KNUPP LLP

20
21 By: /s/ Eleanor M. Lackman
22 Eleanor M. Lackman
23 Marissa B. Lewis
24 *Attorneys for Plaintiff Perplexity Solved*
25 *Solutions, Inc.*
26
27
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