

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED),
ELECTRONIC MAIL & SMS

Our Matter No.: HV-2026-0042
Privileged & Confidential

May 18, 2026

Mr. Richard Roe
Roe & Co. / "Doe Design Co."
1147 Tanglewood Trail
Austin, Texas 78704
r.roe@example.com

RE: NOTICE OF CEASE AND DESIST — UNAUTHORIZED USE OF THE DOE DESIGN STUDIO® MARK

Trademark Infringement & Unfair Competition (15 U.S.C. §§ 1114, 1125(a)) — U.S. Reg. No. 5,842,196

Our Client: Doe Design Studio, LLC

Dear Mr. Roe:

This attorney-supervised correspondence is submitted on behalf of, and together with, our client, **Doe Design Studio, LLC** ("Doe Design Studio"), the owner of the federally registered trademark **DOE DESIGN STUDIO®**. We write concerning your unauthorized and unlawful use of that mark — and of names and designations confusingly similar to it — in direct competition with our client.

Demand is hereby made that you **immediately CEASE AND DESIST** from this conduct. This is a formal legal notice. You are urged to read it carefully, in its entirety, and to take it seriously.

I. OUR CLIENT AND ITS DOE DESIGN STUDIO® MARK

Doe Design Studio is a New York-based design studio that has continuously used the DOE DESIGN STUDIO mark in interstate commerce **since 2014** in connection with interior design and related services. Our client owns all right, title, and interest in the mark, including **U.S. Trademark Registration No. 5,842,196**, on the Principal Register of the United States Patent and Trademark Office (Int'l Class 042), registered September 17, 2019. That registration is valid, subsisting, and now **incontestable** under 15 U.S.C. § 1065; it is conclusive evidence of our client's exclusive right to use the DOE DESIGN STUDIO mark nationwide, and it affords you nationwide constructive notice of those rights under 15 U.S.C. § 1072.

II. YOUR UNLAWFUL USE OF THE MARK

You are a **former independent contractor of Doe Design Studio** (2021–2024) and are intimately familiar with our client's brand, goodwill, and rights. Notwithstanding, on or about February 2026 you launched a competing interior-design venture trading as "**Doe Design Co.**" and "**Doe Interiors,**" which you promote through a website and social-media profiles. You have adopted our client's DOE DESIGN STUDIO mark — together with a logo, color palette, and presentation calculated to evoke our client's brand — to market identical services to the very same clientele.

Your conduct has already caused **actual confusion**: no fewer than three prospective clients have contacted Doe Design Studio in the mistaken belief that your projects are our client's, and at least one vendor has misdirected an invoice intended for your venture to our client. This is precisely the harm the trademark laws exist to prevent.

III. YOUR CONDUCT CONSTITUTES TRADEMARK INFRINGEMENT

Your use of the DOE DESIGN STUDIO mark constitutes, among other things, (i) infringement of a federally registered trademark under Section 32 of the Lanham Act, **15 U.S.C. § 1114**; and (ii) false designation of origin, false association, and unfair competition under Section 43(a) of the Lanham Act, **15 U.S.C. § 1125(a)**. Your use of an *identical* mark, for *identical* services, marketed through the *same* channels to the *same* consumers, is virtually certain to cause confusion, mistake, or deception as to the source, sponsorship, or affiliation of your services — the touchstone of liability — and, as noted, such confusion has already occurred.

Because you adopted the mark with **full knowledge** of our client's superior, registered rights, your infringement is **willful and deliberate**. Willful infringement exposes you to the most severe remedies the law affords, including an award of **treble damages** and our client's **attorneys' fees**. By this letter, you are now indisputably on notice; any continued use compounds the willfulness of your conduct with each passing day.

IV. DEMANDS

To avoid litigation, you must comply with **each** of the following demands, in full, on or before **May 28, 2026**:

- 1 IMMEDIATELY AND PERMANENTLY CEASE AND DESIST** all use of DOE DESIGN STUDIO, and of any name, mark, logo, domain, handle, or designation confusingly similar to it, in connection with any goods or services;
- 2 PERMANENTLY REMOVE** the DOE DESIGN STUDIO mark from every medium and platform, including your website, all social-media accounts, advertising, directories, business listings, signage, and printed materials;
- 3 TRANSFER OR RELINQUISH** to our client any domain name, social-media handle, or business listing incorporating DOE DESIGN STUDIO, and cease registering any such designation;
- 4 ACCOUNT IN WRITING** for all revenues and profits derived from your use of the mark;
- 5 DELIVER UP FOR DESTRUCTION** all infringing materials in your possession, custody, or control, pursuant to 15 U.S.C. § 1118;
- 6 PRESERVE ALL RELEVANT EVIDENCE** as set forth in Section V below; and
- 7 PROVIDE A SIGNED, WRITTEN UNDERTAKING** — in a form approved in advance by this office — confirming your full compliance and your agreement never again to use the DOE DESIGN STUDIO mark, delivered on or before the deadline stated above.

V. LITIGATION HOLD — PRESERVATION OF EVIDENCE

You are hereby directed to **preserve**, and not to delete, alter, discard, or destroy, any and all documents, communications, and electronically stored information (“ESI”) relating in any way to your use of the DOE DESIGN STUDIO mark — including the website, accounts, and profiles identified above, all sales and financial records, advertising and design files, vendor and client communications, and associated metadata. The destruction or alteration of such evidence constitutes **spoliation** and may result in court-imposed sanctions and an adverse-inference instruction against you.

VI. CONSEQUENCES OF NON-COMPLIANCE

Should you fail to comply fully and timely with each demand above, our client is prepared to commence a civil action against you in the **United States District Court without further notice**, and to seek every remedy available under the Lanham Act and applicable law, including: preliminary and permanent **injunctive relief** (15 U.S.C. § 1116); **disgorgement of your profits**, our client's actual damages, and the costs of the action (15 U.S.C. § 1117(a)); an award of up to **three times** those damages, together with our client's **reasonable attorneys' fees**, this being an exceptional case of willful infringement (15 U.S.C. § 1117(a)); and the **destruction** of all infringing materials (15 U.S.C. § 1118). This letter, together with proof of its delivery, will be submitted to the court as evidence of the knowing and willful character of your conduct.

VII. RESERVATION OF RIGHTS

Nothing in this letter constitutes a waiver, release, or limitation of any of our client's rights, claims, or remedies, all of which are **expressly and fully reserved**. This letter is not, and shall not be construed as, a complete recitation of the relevant facts or governing law.

This is a serious legal matter with serious legal consequences. Govern yourself accordingly.

Very truly yours,

John Doe

JOHN DOE

Founder & Principal, Doe Design Studio, LLC
Sender & Rights Holder

Adrian M. Caldwell

ADRIAN M. CALDWELL, ESQ.

Reviewing & Co-Signing Attorney — IP & Commercial Litigation
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via Verum Attorney Review

ATTORNEY REVIEW CERTIFICATION

The foregoing correspondence has been reviewed and approved as to form and legal sufficiency by the undersigned attorney, duly licensed and in good standing in the State of New York, pursuant to **Verum's Attorney Review** service. This review does not create a general or continuing attorney-client relationship beyond its stated scope.



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Matter HV-2026-0042
Issued May 18, 2026

Specimen notice. This is a sample cease-and-desist letter populated with fictitious data for demonstration purposes; the parties, addresses, registration numbers, and identifiers shown are illustrative and do not refer to any real person, business, or matter.

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