

2. As a globally acclaimed brand, Plaintiff Shezan International has a reputation which is strongly guarded by awards, certifications, titles and numerous other outstanding achievements

3. Plaintiff Shezan International's products include: beverages, fruit juices, syrups, jams, jellies, marmalade, ketchup and sauces, Chinese sauces, vinegar, pickles, chutney, and canned fruits and vegetables.

4. Plaintiff Shezan International exports its products worldwide to over 25 countries, including significant imports into the U.S. going back decades.

5. Defendants have fraudulently registered Plaintiff Shezan Services' trademarks in the United States, have fraudulently recorded these registrations with U.S. Customs and Border Protection ("CBP"), and have recently used these fraudulently obtained "rights" to unlawfully cause CBP to detain and potentially seize Plaintiffs' shipments of its authentic goods coming into the Port of Houston.

6. Plaintiffs seek immediate preliminary injunctive relief from this Court to prevent irreparable harm to plaintiffs due to the CBP detentions and fraudulently obtained trademark registrations and CBP recordations.

7. By way of further introduction, Plaintiff Shezan Services owns all rights in its famous SHEZAN trademark and copyrighted Shezan logo trademark for its well-known line of Pakistani food and beverage products ("the SHEZAN Products"). Since 1964 Shezan Services' related company, Shezan International, has served as the exclusive authority to produce and distribute these SHEZAN Products worldwide, and Shezan International has been selling authentic SHEZAN Products into the United States since at least as early as November 25, 1985.

8. In January 1999, Plaintiff Shezan Services contracted with Defendant Intershez (formed in 1996) to serve as its distributor in the United States. In 2004, unbeknownst to Shezan International or Shezan Services until recently, Intershez fraudulently obtained registration of Shezan Services' Shezan Logo and Shezan Wordmark trademarks in the U.S. Patent & Trademark Office ("USPTO").

9. In particular, Defendant Intershez applied for and obtained, and Defendant Shezan, LLC is the current assignee of, U.S. Trademark Registration No. 2793463 for the word mark "SHEZAN" (the "Shezan Wordmark") as further set forth in Exhibit 1, Shezen Wordmark Registration No 2793463.

10. Defendant Intershez applied for and obtained, and Defendant Shezan, LLC is the current assignee of, U.S. Trademark Registration No. 2745640 for the logo/mark below (the "Shezan Logo") as further set forth in Exhibit 2:



11. These two registered marks of the Defendants are referred to herein as the SHEZAN MARKS and their underlying registrations as the SHEZAN Trademark Registrations.

12. Furthermore, Intershez had its corporate charter irreversibly dissolved on June 20, 2008 (Exhibit 3, Intershez Corporate Records, page 13), and Intershez never timely sought reinstatement nor did it ever advise Shezan International or the USPTO of this dissolution, instead, continuing to secretly hold itself out as "Intershez Corporation" to present and to fraudulently maintain and renew the SHEZAN Trademark Registrations in its name.

13. Also unknown to Shezan Services or Shezan International until recently is the fact that on October 15, 2020, defendants Ahsan Raja and Ali Raja, the principals of the defunct Intershez formed Shezan, LLC and then immediately transferred the SHEZAN Trademark Registrations from Intershez to Ahsan Raja, and then into Shezan, LLC as set forth in Exhibit 4, Intershez to Ahsan Raja TM Assignments and Exhibit 5, Ahsan Raja to Shezan, LLC TM Assignments.

14. A year later in 2021, also unknown at that time to plaintiffs, Shezan, LLC fraudulently recorded the SHEZAN Trademark Registrations with U.S. Customs and Border Protection (“CBP”) as set forth in Customs Recordation Nos. TMK 21-00321 (attached as Exhibit 8) and TMK 21-00322 (attached as Exhibit 9).

15. Shezan, LLC has recently used such fraudulently obtained CBP Trademark Recordations to cause CBP to detain two cargo shipments in the Port of Houston containing authentic SHEZAN Products sent from Shezan International to Lajuna, Inc. d/b/a Famous Food Products (“Famous Food”). These fraudulently obtained SHEZAN Trademark Registrations and CBP Trademark Recordations are causing immediate and irreparable harm to Plaintiffs.

PARTIES

16. Plaintiff Shezan Services (Private) Limited (“Shezan Services”) is a company incorporated in Pakistan and has its registered office at 19, West Wharf, Dockyard Road, Karachi, Pakistan

17. Plaintiff Shezan International Limited (“Shezan International”) is a company incorporated in Pakistan and has its registered office at 56, Band Road Lahore, Pakistan.

18. Defendant Intershez Corporation (“Intershez”) is an administratively dissolved corporation formed and domiciled in Indiana.

19. Defendant Shezan, LLC (“Shezan, LLC”) is a limited liability company formed in Indiana with a principal place of business at 500 East 96th Street, Suite 100, Indianapolis, IN 462240.

JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction over this declaratory judgment action pursuant to at least 28 U.S.C. § 2201–2202; the Trademark Laws of the United States, 15 USC § 1051, et seq. (the “Trademark Act”); and 15 U.S.C. §1125, et seq. (the “Lanham Act”).

21. An actual case and controversy exists between Plaintiffs and Defendants by virtue of at least the new and conflicting Madrid protocol trademark application filings recently made by Plaintiff Shezan Services, set forth in Exhibit 6, which will in due course mature into U.S. federal trademark applications. Thus, Plaintiff Shezan Services seeks to register the Shezan Wordmark contrary to Defendants’ registrations. The USPTO will reject Plaintiff’s conflicting application(s) unless the Defendants’ registrations are canceled.

22. An actual, present, and justiciable controversy exists by way of Defendants enforcement of the SHEZAN MARKS via CBP Detention against goods imported into the United States by Plaintiffs.

23. An actual, present, and justiciable controversy exists by way of Defendants enforcement of the SHEZAN MARKS via a demand letter sent to Plaintiffs’ customers as further set forth in Exhibit 10, Defendant Shezan, LLC’s Demand Letter to Famous Foods, which accuses Plaintiffs’ goods sold to Plaintiffs’ customer as having infringing trademarks.

24. This Court also has original jurisdiction over this matter for Plaintiffs’ trademark related claims pursuant to 28 U.S.C. §§ 1331 and 1338.

25. This Court also has original diversity jurisdiction pursuant to at least 28 U.S.C. § 1332(a)(2) because Plaintiffs are not residents of the state in which this Court resides.

26. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, because, without limitation, at least \$43,000 of goods have been detained by the CBP, exclusive of CBP fines and penalties, if any, due to the Defendants' action and additional \$500,000 of annual future anticipated annual imports (based on the past two prior year imports in excess of \$500,000) into the USA which are jeopardized by the Defendants' actions.

27. The Court has personal jurisdiction over each of the Defendants because they are each incorporated in the State of Indiana.

28. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because all the Defendants are residents of the State of Indiana.

BACKGROUND FACTS

29. In or around 1964, Plaintiff Shezan International began its authorized use of various Shezan trademarks, including the SHEZAN MARKS which are owned by Plaintiff Shezan Services.

30. At least as early as November 25, 1985, Shezan International began selling its Shezan Products into U.S. commerce and/or importing its Shezan branded products into the U.S.

31. On or around October 1, 1996, Defendant Intershez Corporation was formed in Indiana. Defendant Ahsan Raja served as Intershez's President and as a Director. His son Defendant Ali Raja served as Intershez's Vice President.

32. On or around January 29, 1999, Defendant Intershez entered into a written distributorship agreement with Shezan International (the "Distributorship Agreement") attached as Exhibit 11. The Distributorship Agreement did not give Defendant Intershez any ownership

rights in the SHEZAN trademarks. At all times, Intershez Corporation was simply a distributor for Shezan International's authentic SHEZAN products and had no authorization to register Shezan Services' SHEZAN trademarks in the United States.

33. On or around March 6, 2000, without authorization from Plaintiff Shezan Services, Defendant Intershez filed the Shezan Wordmark U.S. trademark application in its name. This application was void the moment it was filed with the USPTO as Intershez was not the legal owner of the mark at the time of filing, and has never been a lawful owner of any Shezan trademarks, and did not have the right to claim for itself use of the mark at any time, including in 1985.

34. On or around March 20, 2000, also without authorization, Defendant Intershez filed the Shezan Logo U.S. trademark application in its name. This application was void the moment it was filed with the USPTO as Intershez was not the legal owner of the mark at the time of filing, and has never been a lawful owner of any Shezan trademarks, and did not have the right to claim for itself use of the mark at any time, including in 1985.

35. At one point, both Shezan trademark applications became abandoned requiring Defendant Intershez to file Petitions to Revive each. In each Petition to Revive, on or around June 22, 2001, Defendant Ahsan Raja, as President of Intershez, declared under penalty of perjury that "Since 1996, Petitioner [Intershez] has been actively distributing SHEZAN fruit juices and other SHEZAN food products throughout the United States in interstate commerce and will continue to do so." Exhibit 12, Petition to Revive Shezan Logo Application; Ex. 13, Petition to Revive Shezan Wordmark Application.

36. On or around August 5, 2003, the Shezan Logo U.S. Trademark Reg. No. 2745640 issued to Defendant Intershez as shown in Exhibit 1. This registration is void because it was based on a void application. This defect is incurable rendering this registration unenforceable.

37. On or around December 16, 2003, the Shezan Wordmark U.S. Trademark Reg. No. 2793463 issued to Defendant Intershez as shown in Exhibit 2. This registration is void because it was based on a void application. This defect is incurable rendering this registration unenforceable.

38. On or around June 20, 2008, Defendant Intershez was administratively dissolved and/or its Certificate of Authority was revoked by the Indiana Secretary of State's Office per Exhibit 3. After this date, Intershez lacked capacity to act as a corporation and lacked capacity to subsequently make any further maintenance and renewal filings in the USPTO under its name as to the two Shezan Trademark Registrations.

39. On or around August 6, 2009, Defendant Intershez filed a Section 8 Declaration of Continued Use and Section 15 Declaration of Incontestability in the Shezan Logo U.S. Trademark Reg. No. 2745640. In these filings, Intershez submitted specimens of use (set forth in Exhibit 14, Shezan Logo 2009 Specimens) clearly showing that the SHEZAN branded products were from Plaintiff Shezan International.

40. On or around December 14, 2009, Defendant Intershez filed Section 8 Declaration of Continued Use and Section 15 Declaration of Incontestability in the Shezan Wordmark U.S. Trademark Reg. No. 2793463. These filings again submitted specimens of use (set forth in Exhibit 15, Shezan Wordmark 2009 Specimens) clearly showing that the SHEZAN branded products were from Plaintiff Shezan International.

41. On or around July 12, 2013, Defendant Intershez Corporation filed Section 8 Declaration of Continued Use and Section 9 Renewal Application in Shezan Wordmark U.S. Trademark Reg. No. 2793463 and Shezan Logo U.S. Trademark Reg. No. 2745640. These filings again submitted specimens of use (set forth in Exhibit 16, Shezan Logo 2013 Specimens and

Exhibit 17, Shezan Wordmark 2013 Specimens) clearly showing that the SHEZAN branded products were from Plaintiff Shezan International and that Intershez was a distributor.

42. On or around October 15, 2020, Defendant Shezan, LLC was formed in Indiana.

43. On information and belief, both Defendants Ahsan Raja and Ali Raja own, control, operate, are employed by, and/or act on behalf of Shezan, LLC.

44. On or around October 19, 2020, Defendant Intershez Corporation assigns all rights in the two Shezan Trademark Registrations to Defendant Ahsan Raja. Defendant Ali Raja signed on behalf of Intershez. These assignments are set forth in Exhibit 4.

45. On or around October 19, 2020, Ahsan Raja assigns all rights in the two Shezan Trademark Registrations to Shezan, LLC. These assignments are set forth in Exhibit 5.

46. On or around March 25, 2021, Shezan, LLC (through Ali Raja) recorded the Shezan Logo U.S. Trademark Reg. No. 2745640 with the U.S. Customs and Border Protection (Customs Recordation No. TMK 21-00321 attached as Exhibit 8).

47. On or around March 29, 2021, Shezan, LLC (through Ali Raja) recorded the Shezan Wordmark U.S. Trademark Reg. No. 2793463 with the U.S. Customs and Border Protection (Customs Recordation Nos. TMK 21-00322 attached as Exhibit 9).

48. On or around June 9, 2022, Shezan, LLC obtained a Certificate of Assumed Business Name from the Indiana Secretary of State's Office indicating that its assumed name was "Intershez". This certificate is set forth in Exhibit 18, Shezan LLC Corporate Documents, page 6.

49. As of February 15, 2023, neither Plaintiff Shezan Services nor Plaintiff Shezan International were aware of the fact that Defendant Intershez had dissolved in 2008 and that Intershez's management later formed Defendant Shezan, LLC in Oct. 2020.

50. In 2022 and 2023, Plaintiff Shezan International was still sending invoices to, and receiving payments from, “Intershez Corporation”, one such paid order being invoiced as No. E-6/0711173 for shipments of authentic SHEZAN mango juice drinks from Shezan International to “Intershez Corporation” as set forth in Exhibit 19, Invoice for Order E-6_0711173 and paid as set forth in Exhibit 20, Invoice Payment for E-6_0711173. The Bill of Lading indicated Intershez Corporation, 11570 St. Andrews Lane, Carmel, Indiana 46032-8862 as the “Notify Party” for delivery to Oakland, CA as further set forth in Exhibit 21.

51. On or around March 15, 2023, Defendant Ali Raja, as Vice President of “Intershez Corp.” communicated with Plaintiff Shezan International to arrange payment of the above-referenced invoice # E-6/0711173, again holding itself out to be “Intershez Corp.” despite the fact that such corporation was dissolved in 2008. Exhibit 20, Invoice Payment for E-6_0711173.

52. On or around April 4, 2023, Shezan, LLC filed Section 8 Declaration of Continued Use and Section 9 Renewal application in the Shezan Logo U.S. Trademark Reg. No. 2745640. These filings again submitted specimens of use (set forth in Exhibit 22, Shezan Logo 2023 Specimens) clearly showing that the SHEZAN branded products were from Shezan International.

53. On or around February 21, 2023, Defendant Shezan, LLC filed a Section 8 Declaration of Continued Use and Section 9 Renewal application in the Shezan Wordmark U.S. Trademark Reg. No. 2793463. These filings again submitted specimens of use (set forth in Exhibit 23, Shezan Wordmark 2023 Specimens) clearly showing that the SHEZAN branded products were from Shezan International and that Intershez was a distributor.

54. In April of 2023, Defendants utilized the U.S. Customs and Border Protection (“CBP”) and its fraudulently obtained trademark “rights” to unlawfully cause CBP to detain and potentially seize Plaintiffs’ shipments of its authentic goods coming into the Port of Houston.

55. Those detentions are Detention Number FY23-0332, Issued 4/10/2023 and Detention Number FY23-0343, Issued 4/13/2023.

56. Defendants have refused to instruct CBP to release the unlawfully detained goods.

**COUNT I – DECLARATORY JUDGMENT OF
NON-INFRINGEMENT OF DEFENDANTS’ TRADEMARKS**

57. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

58. Plaintiff seeks a declaratory judgment of non-infringement of Defendants’ trademark rights both statutory and at common law for all states and/or federal jurisdictions in the United States.

59. Plaintiffs are entitled to declaratory judgment that they are not infringing, have not infringed, and are not liable for infringing the SHEZAN MARKS or any other mark of the Defendants.

60. Plaintiffs are entitled to declaratory judgment that the Plaintiffs may freely import into the United States goods bearing the SHEZAN MARKS, and that the same are not subject to detention by virtue of the Defendants’ trademark registration and CBP recordations.

61. Plaintiffs are not infringers of the SHEZAN MARKS at least because Plaintiffs’ use of the SHEZAN MARKS on Plaintiffs products do not and are not likely to cause confusion, or to cause mistake, or to deceive because such marks truthfully and accurately identify the actual source of the goods, which actual source is the Plaintiffs.

62. Plaintiffs are not infringers of the SHEZAN MARKS (including any common law rights) at least because Shezan, LLC and the other Defendants do not actually have an ownership interest or any legal right (by common law or state/federal statute) in or to the SHEZAN MARKS.

63. Plaintiffs are not infringers of the SHEZAN MARKS at least because the registrations of the SHEZAN MARKS are invalid and/or unenforceable.

64. Accordingly, neither Plaintiffs nor its customers are liable for infringement of the SHEZAN MARKS.

**COUNT II – DECLARATORY JUDGMENT OF
INVALIDITY OF DEFENDANTS’ TRADEMARKS – FRAUD**

65. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

66. Plaintiff seeks declaratory judgment that the registrations for the SHEZAN MARKS are invalid because they were procured, maintained, and renewed by fraud and that the Court order their cancellation.

67. Defendants procured, maintained, and renewed (via Section 8 maintenance declarations and/or Section 9 renewals) the registrations for the SHEZAN MARKS by fraud, contrary to 15 U.S.C. § 1064(3), and as such, the SHEZAN Trademark Registrations should be cancelled.

68. In connection with their original applications, Section 8 maintenance declarations and Section 9 renewals, Defendants knew or should have known that they were not the owner of the SHEZAN MARKS.

69. In connection with their original applications, Section 8 maintenance declarations and Section 9 renewals, Defendants knew or should have known that they were not the manufacturer of the goods bearing the SHEZAN MARKS.

70. In connection with their original applications, Section 8 maintenance declarations and Section 9 renewals, Defendants knew or should have known that Plaintiff Shezan Services was the owner of the SHEZAN MARKS in the United States.

71. Defendants intentionally and repeatedly deceived the USPTO with their false statements of ownership and false statements as to the source of the goods bearing the SHEZAN MARKS, and intentionally deceived the USPTO by not disclosing that Plaintiff Shezan Services was the owner of the SHEZAN MARKS in the United States, and falsely representing to the USPTO that they were the owners of the websites www.shezan.com and www.sheza.pk.

72. Defendants intentionally deceived the USPTO in 2013 in connection with its registration renewals as to Intershez owning and/or using the SHEZAN MARKS in 2013 many years after Intershez was defunct and dissolved.

73. But for Defendants' fraudulent statements, the USPTO would not have issued the SHEZAN Trademark Registrations to the Defendants, or permitted them to be maintained or renewed.

74. But for Defendants' fraudulent statements to the USPTO, the CBP would not have issued trademark recordations based on SHEZAN Trademark Registrations and the CBP would not have detained Plaintiff Shezan International's goods.

75. Accordingly, the SHEZAN Trademark Registrations are invalid and the Court should order their cancellation.

**COUNT III – DECLARATORY JUDGMENT OF
INVALIDITY OF DEFENDANTS' TRADEMARKS – MISREPRESENTATION**

76. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

77. Plaintiff seeks declaratory judgment that the registrations for the SHEZAN MARKS are invalid because they have been and are currently being used by Shezan, LLC so as to misrepresent the source of the goods on which the mark is used contrary to 15 U.S.C. § 1064(3) and that the Court order their cancellation.

78. In particular, 15 U.S.C. § 1064(3) provides grounds for cancellation of a registration “if the registered mark is being used by ... the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.”

79. Defendant Shezan, LLC, the current owner of the of the SHEZAN Trademark Registrations, is using the SHEZAN MARKS to deceive the public that the goods originate from Shezan, LLC when in fact the goods originate from Plaintiff Shezan International.

80. Accordingly, the SHEZAN Trademark Registrations are invalid and the Court should order their cancellation.

**COUNT IV – DECLARATORY JUDGMENT OF
INVALIDITY OF DEFENDANTS’ TRADEMARKS – VOID AB INITIO**

81. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

82. Plaintiff seeks declaratory judgment that the registrations for the SHEZAN MARKS are *void ab initio* because the applicant, Defendant Intershez, did not own rights in the either of the SHEZAN Trademark Registrations as of their application filing dates pursuant to 35 U.S.C. § 1051(a), and other authority, and that the Court order their cancellation.

83. Prior to Defendant Intershez becoming a distributor and prior to Intershez applying for the SHEZAN MARKS, Plaintiff Shezan International had already been distributing goods under the SHEZAN MARKS and using them in interstate commerce and thus establishing common law rights in and to the SHEZAN MARKS.

84. “A party that merely distributes goods bearing the mark of a manufacturer or producer is neither the owner nor a related-company user of the mark.” U.S. Trademark Manual of Examining Procedure (“TMEP”), § 1201.06(a) (citing various cases).

85. As a distributor, Defendant Intershez had no legal or contractual basis to claim ownership of the SHEZAN MARKS and therefore the SHEZAN Trademark Registrations are void ab initio.

86. Accordingly, the SHEZAN Trademark Registrations are invalid and the Court should order their cancellation.

**COUNT VI – DECLARATORY JUDGMENT OF
INVALIDITY OF THE INCONTESTIBILITY OF DEFENDANTS’ TRADEMARKS**

87. Plaintiffs repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

88. Plaintiffs seek declaratory judgment that the SHEZAN Trademark Registrations are not incontestable and that the Court order the same.

89. Pursuant to 15 U.S.C. § 1115(b)(1), the Defendant Intershez fraudulently obtained incontestability for both of the SHEZAN Trademark Registrations in August and December of 2009 by making false statements under oath that Defendant Intershez knew or should have known were false, particularly that each of the marks were “still in use in commerce on or in connection with all goods” when in fact this was not true and that Defendant Intershez had been administratively dissolved for more than 1 year and that Defendant Intershez had no authority to continue its business and that any business done after administrative dissolution was not performed by Defendant Intershez. As such, the incontestability status for the SHEZAN Trademark Registrations is defective and the registrations are not incontestable.

90. Pursuant to 15 U.S.C. § 1115(b)(2) the SHEZAN Trademark Registrations were abandoned by Defendant Intershez by August of 2009 because Defendant Intershez had been administratively dissolved for more than 1 year and that Defendant Intershez had no authority to

continue its business and that any business done after administrative dissolution in June of 2008 was not performed by Defendant Intershez.

91. Pursuant to 15 U.S.C. § 1115(b)(3) the SHEZAN Trademark Registrations were abandoned by Defendant Intershez by August of 2009 because Defendant Intershez had been administratively dissolved for more than 1 year and that Defendant Intershez had no authority to continue its business and that any business done after administrative dissolution in June of 2008 was not performed by Defendant Intershez.

92. Pursuant to 15 U.S.C. § 1115(b)(4), the prior registrant of the SHEZAN Trademark Registrations, Defendant Intershez, and now the current registrant of the SHEZAN Trademark Registrations, Defendant Shezan, LLC, were then and are now using the SHEZAN MARKS to deceive the public that the goods originated from Intershez, and then later Shezan, LLC, when in fact the goods have always originated from Plaintiff Shezan International.

93. Pursuant to 15 U.S.C. § 1115(b)(9), the principles of laches, estoppel, and acquiescence preclude Defendants from claiming incontestability based on years of Plaintiffs' sale, importation, and delivery of goods to other distributors in the USA other than the Defendants.

94. Accordingly, the SHEZAN Trademark Registrations are not incontestable and the Court should so order.

COUNT V – DECLARATORY JUDGMENT OF OWNERSHIP OF THE SHEZAN MARKS

95. Plaintiffs repeat, reallege, and incorporate all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

96. Plaintiff Shezan Services seeks declaratory judgment that it is the true and rightful owner of both the federal and common law trademark rights to the SHEZAN MARKS throughout the United States.

97. Plaintiff Shezan Services, by virtue of its licensee Shezan International, was the common law trademark owner of the SHEZAN MARKS in the USA at least as early as November of 1985, long prior to Defendant Intershez's incorporation.

98. "As between a foreign manufacturer and a U.S. distributor of trademarked goods, all U.S. rights in the mark generally remain with the manufacturer absent an agreement to the contrary." *Aini v. Sun Taiyang Co.*, 964 F. Supp. 762, 774 n.14 (S.D.N.Y. 1997) (citing 4 MCCARTHY § 29:8; RESTATEMENT (THIRD) OF UNFAIR COMPETITION § 34, *cont. d* (1995)). Further, "trademark law creates a presumption that, in the absence of an assignment of trademark rights, a foreign manufacturer retains all rights to a trademark even after licensing the use of the trademark to an exclusive U.S. distributor." *TMT N. Am., Inc. v. Magic Touch GmbH*, 124 F.3d 876, 882 (7th Cir. 1997).

99. Plaintiff Shezan Services never contracted or agreed with Defendant Intershez to permit Defendant Intershez to own or register any trademark rights in the USA.

100. Plaintiff Shezan Services, by virtue of its licensee Shezan International, has continuously used the SHEZAN MARKS in interstate commerce throughout the United States.

101. Defendant Intershez's use of the SHEZAN MARKS in connection with goods manufactured by Plaintiff Shezan Services' licensee Plaintiff Shezan International inures to the benefit of Shezan Services.

102. Accordingly, Plaintiff Shezan Services is the true and rightful owner of the federal and common law trademark rights to the SHEZAN MARKS throughout the United States.

COUNT VI – DECLARATORY JUDGMENT THAT THE 1999 DISTRIBUTORSHIP AGREEMENT TERMINATED AS OF JUNE 20, 2008

103. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

104. Plaintiff Shezan International seeks declaratory judgment that the 1999 Representation Agreement with Defendant Intershez terminated on or around June 20, 2008, or at least on or prior to June 20, 2009, and could not be assigned or delegated to Shezan, LLC.

105. Defendant Intershez was administratively dissolved on or around June 20, 2008 and was never reinstated.

106. The Distributorship Agreement is terminable at will by either party because it is an agreement of indefinite duration. *Puretest Ice Cream, Inc. v. Kraft, Inc.*, 806 F.2d 323, 324 (1st Cir. 1986) (“[I]t is well established under Indiana law that such [an indefinite] contract is terminable at will.”)

107. Because the Defendant Intershez was not lawfully authorized to fulfill its obligations under the Distributorship Agreement upon administrative dissolution, the Court should find that the Distributorship Agreement terminated upon Defendant Intershez’s dissolution.

108. Additionally, and in the alternative, the Defendant Intershez was not authorized to assign its rights under the Distributorship Agreement to a third party. Here, Plaintiff Shezan International was entitled to be concurrently advised about the dissolution of Defendant Intershez Corporation on June 20, 2008, but was never advised of this fact by Intershez. Nor was Shezan International ever advised of any purported “assignment” of the Representative Agreement from Intershez Corporation to an individual, Ahsan Raja or any purported “assignment” of this agreement from Ahsan Raja to Shezan, LLC, a corporation formed years later on October 15, 2020 using without authorization Shezan International’s/Shezan Services’ “SHEZAN” name. Shezan International never had any opportunity to object or otherwise raise any concerns regarding the dissolution or such assignments. As such, there being no notice ever given by Intershez of any assignments, Intershez cannot now assert that the assignments were proper, instead, by its own

actions, it repudiated the Representation Agreement effective 6/20/2008. Thereafter, any continued distributorship relationship that existed with “Intershez Corporation” from 6/20/2008 to present was under false pretenses, and operated informally as a voluntary month-to-month, non-exclusive, confidential representation relationship.

109. Accordingly, the Distributorship Agreement is now terminated and was terminated on June 20, 2008.

COUNT VII – APPLICATION FOR PRELIMINARY INJUNCTION BARRING ENFORCEMENT OF THE SHEZAN MARKS BY DEFENDANTS AGAINST PLAINTIFFS AND THEIR GOODS

110. Plaintiff repeats, realleges, and incorporates all of the foregoing paragraphs of the Complaint herein as though fully set forth in their entirety.

111. Pursuant to Fed. R. Civ. P. 65, Plaintiffs seek a preliminary injunction for the pendency of this case barring enforcement by the Defendants, and those acting in concert with them, of the SHEZAN MARKS and the SHEZAN Trademark Registrations against Plaintiffs and against Plaintiffs’ products bearing the SHEZAN MARKS that are offered for sale, sold, shipped, imported into, distributed, or otherwise placed or offered in commerce in the United States.

112. Plaintiffs also seek a preliminary injunction for the pendency of this case barring enforcement by the Defendants, and those acting in concert with them, of the SHEZAN MARKS and the SHEZAN Trademark Registrations against Plaintiffs customers, importers, and distributors in the United States.

113. Plaintiffs also seek a preliminary injunction ordering Defendants to instruct the CBP to release Plaintiffs’ detained goods.

114. There is a substantial likelihood that Plaintiffs will prevail on the merits, including with respect to a finding of non-infringement, an invalidation and/or holding of unenforceability

of the SHEZAN Trademark Registrations, and a retroactive termination of the Distributorship Agreement.

115. If the Defendants are allowed to enforce the SHEZAN MARKS against Plaintiffs and its customers, they will cause immediate and irreparable injury to Plaintiffs in the form of loss of current and future sales and loss of market share and loss of distributors who are unable to purchase and later may be unwilling to purchase, Plaintiffs' goods. Further, the goodwill associated with the SHEZAN MARKS will be impaired if the goods are not sold into the United States.

116. Monetary damages will not adequately compensate Plaintiffs for the injuries because the loss of market share, loss of goodwill, and loss of future revenue is not readily calculable.

117. In balancing the equities, the threatened injury to the Defendants is that Plaintiffs goods will be sold by persons or companies other than the Defendants (who are no longer able to purchase goods from Plaintiffs anyway). Thus any harm to Defendants is *de minimis* and readily addressed by Plaintiffs' posting of a bond. Furthermore, the harm to Plaintiffs flowing from Defendants' enforcement of the SHEZAN MARKS against Plaintiffs hurts both Plaintiffs' and Defendants' future sales of SHEZAN branded products.

118. Granting the preliminary injunction is in the public's interest because if the SHEZAN MARKS are enforced against Plaintiffs, the public will no longer be able to consume the goods that they know and love.

119. Plaintiffs are ready, able, and willing to post bond in an appropriate amount as determined by the Court.

EXCEPTIONAL CASE FINDING

120. Plaintiffs hereby request that the Court find this case exceptional per 15 U.S.C. § 1117(a) and award Plaintiffs its reasonable attorneys' fees and costs.

JURY DEMAND

121. Plaintiffs hereby request a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. That the Court enter judgement in favor of Plaintiffs that Plaintiffs are not infringers of the SHEZAN MARKS under Federal or common law and their use of the SHEZAN MARKS on goods imported into, offered for sale in, or sold in the United States is not contrary to law and that the Plaintiffs are not liable for trademark infringement;
2. That the Court enter judgement in favor of Plaintiffs that the SHEZAN Trademark Registrations are not incontestable;
3. That the Court enter judgement in favor of Plaintiffs the SHEZAN Trademark Registrations are invalid and order their cancellation;
4. That the Court enter judgement in favor of Plaintiffs that Plaintiff Shezan Services is the owner of all right, title, and interest in and to the SHEZAN MARKS throughout the United States;
5. That the Court enter judgement in favor of Plaintiffs that the Distributorship Agreement terminated on June 20, 2008;
6. That the Court preliminarily enjoin the Defendants from enforcing the SHEZAN MARKS against Plaintiffs and Plaintiffs' goods, customers, and distributors;
7. That the Court find this case exceptional in favor of Plaintiffs and award Plaintiffs its reasonable attorneys' fees and costs;
8. That the Court hold all the Defendants jointly and severally liable; and

9. That the Court award Plaintiffs any and all such other and further relief as Plaintiffs may show and/or that the Court may deem just, equitable, and/or proper.

Respectfully submitted,

/s/ Anne L. Cowgur

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**Pro Hac Vice Pending*

ATTORNEYS FOR PLAINTIFFS

EXHIBIT INDEX	
Ex. No.	Brief Description
1	Shezan Wordmark Registration No 2745640
2	Shezan Logo Registration No 2793463
3	Intershez Corporate Records
4	Intershez to Ahsan Raja TM Assignments
5	Ahsan Raja to Shezan LLC TM Assignments
6	Shezan Madrid Filing
7	--- Not Used ---
8	CBP Recordation TMK 21-00321
9	CBP Recordation TMK 21-00322
10	Shezan LLC Demand Letter to Famous Foods
11	Distributorship Agreement
12	Petition to Revive in Shezan Logo Reg No 2793463
13	Petition to Revive in Shezan Wordmark Reg No 2745640
14	Shezan Logo 2009 Specimens
15	Shezan Wordmark 2009 Specimens
16	Shezen Logo 2013 Specimens
17	Shezen Wordmark 2013 Specimens
18	Shezan LLC Corporate Documents
19	Invoice for Order E-6_0711173
20	Invoice Payment E-6_0711173

EXHIBIT INDEX	
Ex. No.	Brief Description
21	Bill of Lading
22	Shezan Logo 2023 Specimens
23	Shezan Wordmark 2023 Specimens