

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ADJUGGLER, INC., a Virginia corporation,

Plaintiff,

v.

ADJOG.COM, a Domain Name, ABC
COMPANY d/b/a ADJOG.COM NETWORK,
a Fictitious Defendant, and JOHN DOE, a
Fictitious Defendant.

Defendants.

NO. _____

COMPLAINT

JURY DEMANDED

Plaintiff Adjugger, Inc., by and through its undersigned attorneys, MERCHANT & GOULD, P.C., for its complaint in this action alleges:

I. THE PARTIES

- 1. Plaintiff, Adjugger, Inc. (“Adjugger” or “Plaintiff”) is a corporation organized and existing under the laws of the Commonwealth of Virginia, having its principal place of business located at 5440 Cherokee Avenue, Alexandria, Virginia 22312.
- 2. On information and belief, ADJOG.COM (“Domain Name”) is a domain registered with Dotster, Inc., which is located in this judicial district.
- 3. On information and belief, defendant, ABC Company d/b/a Adjog.Com

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 Network (“Defendant” or “Adjog”) is an unknown fictitious defendant that operates a website
2 at the URL <www.adjog.com>, has some unknown relationship with the registrant of that
3 domain name and has a purported place of business at 11710 Reisterstown Road,
4 Reisterstown, Maryland 21136-3363. On information and belief, this business address is
5 intentionally false. Currently, it is unknown whether ABC Company d/b/a Adjog.com
6 Network is a fictitious name for an individual or business or is the actual name of some type
7 of business entity.
8

9 4. On information and belief, defendant JOHN DOE, a fictitious defendant, is the
10 registrant of the domain name ADJOG.COM and his identity currently is unknown to
11 Plaintiff. Notwithstanding the exercise of due diligence, Plaintiff has not been able to identify
12 the domain name registrant or any authorized licensee of the domain name registrant.
13

14 II. JURISDICTION AND VENUE

15 5. This action arises under the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq.,
16 and the common law of the Commonwealth of Virginia.

17 6. Jurisdiction of this Court is proper under 28 U.S.C. §§ 1331, 1338(a) and (b),
18 15 U.S.C. §§ 1121 and 1125(d), and 28 U.S.C. § 1367.

19 7. This court has *in rem* jurisdiction over the Domain Name pursuant to 15
20 U.S.C. 1125(d)(2)(A) by virtue of Plaintiff’s inability to obtain personal jurisdiction over the
21 registrant of the Domain Name and/or Plaintiff’s inability, despite due diligence, to find a
22 person who would have been a defendant in a civil action under the Anticybersquatting
23 Consumer Protection Act (“ACPA”), 15 U.S.C. § 1125(d). Pursuant to 15 U.S.C. §
24 1125(d)(2)(A)(ii)(II), Plaintiff sent to the registrant of the Domain Name, at the postal and
25

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 email address provided by the registrant to the registrar, notice of the alleged violation and
2 intent to proceed under the ACPA. Despite this notice, the registrant has not responded.

3 8. Venue is proper in this District pursuant to 15 U.S.C. § 1125(d)(2)(C) because
4 Dotster, Inc., the registrar for the Domain Name, is located in this judicial district.

5 **III. FIRST CAUSE OF ACTION**

6 **Trade Name and Trademark Infringement – 15 U.S.C. § 1114(1)**

7
8 9. Plaintiff, Adjugger, provides goods and services relating to the placement or
9 “serving” of online advertisements that appear when users are surfing the Internet.

10 Specifically, Adjugger provides online ad serving, ad serving management, ad serving and
11 management software and related solutions and has been providing these goods and services
12 (“Adjugger Goods and Services”) in interstate commerce (“commerce”) in the United States
13 and overseas since at least as early as 1996.

14
15 10. Adjugger has been providing the Adjugger Goods and Services in commerce
16 under the name and mark ADJUGGLER continuously since at least as early as 1996.

17 Adjugger also maintains an Internet website at the URL <www.adjugger.com> on which it
18 promotes the Adjugger Goods and Services to companies in the United States and overseas.

19
20 11. Adjugger owns all common law rights in and to the name and mark
21 ADJUGGLER for the Adjugger Goods and Services. Adjugger also owns U.S. Registration
22 No. 2,529,300, issued January 15, 2002, for the mark ADJUGGLER for “computer software
23 for use in planning, delivering, measuring, analyzing and reporting on-line advertising.” A
24 true copy of U.S. Reg. No. 2,529,300 is attached hereto as Exhibit 1. U.S. Reg. No.
25 2,529,300 is valid, existing and incontestable and constitutes conclusive evidence of the

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 validity of the registered mark, the registration of the mark, Adjugger's ownership of the
2 mark, and Adjugger's exclusive right to use the registered mark in commerce on or in
3 connection with the goods identified in the registration. See 15 U.S.C. § 1115 (b).

4 12. Adjugger's ADJUGGLER name and marks (the "ADJUGGLER MARKS")
5 are inherently distinctive and have also acquired distinctiveness through their continuous,
6 exclusive use in commerce for well over the last decade. Plaintiff has extensively promoted
7 its goods and services under the ADJUGGLER Marks in commerce, including over the
8 Internet, since at least as early as 1996, such that the marks have become well known in the
9 minds of the relevant consuming public and have come to symbolize extensive goodwill,
10 identifying Adjugger as the source of the Adjugger Goods and Services provided under the
11 ADJUGGLER Marks. Plaintiff's ADJUGGLER mark was registered without proof of
12 secondary meaning being required, has been used continuously and extensively in commerce
13 and is strong.

14 13. On information and belief, commencing at a time currently unknown to
15 Adjugger, but long after Adjugger commenced use of its ADJUGGLER Marks for the
16 Adjugger Goods and Services, Defendant Adjog Network and/or the DOE Defendant
17 registered the domain name ADJOG.COM and began use of ADJOG.COM and ADJOG on a
18 website at the URL <www.adjog.com> (hereinafter collectively "ADJOG Designations") as
19 designations for various services including ad serving and ad serving management and related
20 solutions on the Internet.

21 14. The Whois record for the ADJOG.COM domain name indicates that the
22 domain name was registered on or about September 11, 2007. A true copy of the Whois
23

24
25
COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 record for the ADJOG.COM domain name is attached hereto as Exhibit 2. The Whois record
2 identifies the domain name registrant as follows:

3 Rosa Arzumanyan
4 P.O. Box 2321
Gaithersburg, MD 20879

5 The administrative and technical contact is the same and includes an email address
6 (rosaarzumanyan@usa.net) and phone number (202-422-4788). On information and belief,
7 the name and contact information of the registrant is materially false and misleading, and the
8 registrant intentionally failed to maintain accurate contact information for the domain name.
9 On information and belief, defendants intentionally provided false contact information when
10 registering the domain name.
11

12 15. On information and belief, beginning sometime after the domain name was
13 registered, defendants began operating a website at the URL <www.adjog.com> at which they
14 offered goods and services under the ADJOG Designations that are identical to, the same as,
15 similar to or closely related to the Adjugger Goods and Services offered and sold by
16 Adjugger in commerce under the ADJUGGLER Marks.
17

18 16. On information and belief, defendants adopted the confusingly similar ADJOG
19 Designations, for the same, similar and closely related services, with full knowledge of
20 Plaintiff's ADJUGGLER Marks and with the willful, deliberate and malicious intent to create
21 confusion among relevant consumers and to trade on the name, reputation and goodwill
22 associated with plaintiff and its ADJUGGLER Marks. A true copy of the ADJOG.COM
23 website as it existed on October 7, 2008 is attached hereto as Exhibit 3.
24

25 17. Defendants' willful and intentional use in commerce of the confusingly similar

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 ADJOG Designations is likely to cause confusion, to cause mistake, or to deceive as to the
2 affiliation, connection, or association of Defendants with plaintiff Adjugger and its
3 ADJUGGLER Marks, or as to the origin, sponsorship, or approval of defendants' services or
4 commercial activities by Adjugger.

5
6 18. Defendants' conduct as alleged herein has caused and will continue to cause
7 irreparable harm to Adjugger and its business, reputation, and goodwill. Adjugger
8 promotes, distributes and sells a broad range of ADJUGGLER branded ad serving software,
9 ad serving management and various ad serving related services. Defendants have used the
10 ADJOG.COM Designations to advertise, promote and sell their related and/or competing
11 services and are using the confusingly similar name, mark and domain name in commerce for
12 their commercial gain trading upon the goodwill associated with the ADJUGGLER name and
13 mark to generate revenues for defendants. Defendants have acquired money and/or property,
14 have unjustly enriched themselves, and have otherwise damaged plaintiff and caused
15 irreparable injury to plaintiff's goodwill, reputation and business. Adjugger has no
16 adequate remedy at law for changes in consumers' perceptions of the ADJUGGLER Marks
17 by reason of defendants' use of the confusingly similar ADJOG Designations as a purported
18 designation for ad serving software, ad serving management and related ad serving services
19 offered via the Internet and for the other wrongs alleged in this complaint.
20

21
22 19. Plaintiff's ADJUGGLER mark is distinctive and well known, and was
23 distinctive and well known at the time defendants registered the ADJOG.COM domain name
24 and commenced use of the ADJOG Designations.

25 20. Defendants' actions as described above, and specifically and without

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 limitation, the bad faith registration, use and/or trafficking of the domain name <adjog.com>
2 was done willfully, with bad faith intent to profit from the ADJUGGLER Marks, and done
3 without the prior knowledge, permission or consent of Plaintiff.

4 21. The ADJOG.COM Domain Name, which is confusingly similar to Plaintiff's
5 ADJUGGLER Marks, was registered and is being used, and/or trafficked in with a bad faith
6 intent to profit from the ADJUGGLER Marks and/or to harm the substantial goodwill
7 associated with the ADJUGGLER Marks, either for defendants' own commercial gain or with
8 the intent to tarnish and disparage the ADJUGGLER Marks by creating a likelihood of
9 confusion as to the source, sponsorship or affiliation, or endorsement of the website
10 <www.adjog.com> associated with the Domain Name. The Domain Name and designation
11 ADJOG.COM and the ADJOG Designations are confusingly similar to Plaintiff's
12 ADJUGGLER Marks in terms of sound, appearance, meaning and overall commercial
13 impression.
14

15
16 22. At the time the Domain Name was registered and at all times relevant to this
17 action, Plaintiff's ADJUGGLER Marks were and are distinctive and well known.

18 23. The ADJOG.COM Domain Name is confusingly similar to plaintiff's
19 distinctive ADJUGGLER Marks.

20 24. On information and belief, defendants have no trademark or other intellectual
21 property rights in the Domain Name, which was not used or registered until many years after
22 Plaintiff commenced use of its ADJUGGLER Marks and to date has not been registered.

23
24 25. At the time the Domain Name was registered and at all times relevant to this
25 action, the registrant had no reasonable grounds to believe that the use of the Domain Name

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 was a fair use or otherwise lawful.

2 26. On information and belief, the Domain Name is not the legal name of
3 defendants nor is it a name by which any defendant is commonly known.

4 27. Plaintiff has priority of use of the mark ADJUGGLER.

5 28. Defendants registered and are using the Domain Name intentionally to divert
6 consumers from Adjugger's online location to a site accessible under the Domain Name and
7 are harming the goodwill represented by plaintiff's ADJUGGLER Marks.
8

9 29. Both defendant and plaintiff Adjugger simultaneously use the Internet as a
10 marketing channel in promoting their respective websites and services.

11 30. Consumers are not likely to exercise particular care in purchasing the goods or
12 services offered by defendants through the website at the URL <www.adjog.com>. Some of
13 the goods and services offered through that site are low cost.
14

15 31. Defendants intentionally, willfully and with a bad faith intent to profit from
16 Adjugger's name and mark, registered and are using the domain name ADJOG.COM. On
17 information and belief, defendants registered and commenced use of the Domain Name and
18 the ADJOG Designations with actual knowledge that they were confusingly similar to the
19 ADJUGGLER Marks and with full knowledge of Plaintiff's marks.
20

21 32. The intentional wrongful acts alleged herein, committed by defendants in bad
22 faith, have caused Plaintiff to lose control over the reputation and goodwill associated with
23 Plaintiff's ADJUGGLER Marks and Plaintiff's business.
24
25

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 33. Defendants' use in commerce of the ADJOG Designations and website as
2 alleged herein constitutes trade name and trademark infringement in violation of 15 U.S.C. §
3 1114(1).

4 34. Defendants' use in commerce of the ADJOG Designations and website as
5 alleged herein constitutes a false designation of origin, falsely suggests a connection between
6 Plaintiff and defendants, and constitutes unfair competition in violation of 15 U.S.C. §
7 1125(a) and the common law.

8 35. The registration, use and/or trafficking in the ADJOG.COM domain name and
9 website were undertaken in bad faith with an intent to profit from plaintiff's ADJUGGLER
10 marks, and constitute "cybersquatting" in violation of the Anticybersquatting Consumer
11 Protection Act, 15 U.S.C. § 1125(d).

12 36. Defendants' bad faith acts have directly and proximately caused, and will
13 continue to cause, damage and irreparable injury to Plaintiff and its business, reputation, and
14 goodwill, and will continue to cause irreparable harm to Plaintiff, Plaintiff's ADJUGGLER
15 Marks, and to consumers, who have an interest in being free from confusion, mistake and
16 deception, unless and until this Court preliminarily and permanently enjoins defendants'
17 illegal acts.

18 37. As a direct and proximate result of defendants' willfully illegal, oppressive,
19 fraudulent and malicious acts, Plaintiff has been damaged and is entitled to compensatory
20 damages, disgorgement of defendants' ill gotten gains and profits, in an amount to be proven
21 at trial, and other just damages.
22
23
24
25

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 38. The acts of defendants alleged herein were the result of intentional oppression,
2 fraud, evil motives, actual malice, and ill will by defendant, thereby entitling Plaintiff to
3 exemplary and punitive damages. The defendants' acts were intended to cause injury to
4 Plaintiff and were carried on by defendants with a willful and conscious disregard of
5 Plaintiff's rights. The defendants' acts subjected Plaintiff to cruel and undue hardship in
6 conscious disregard of Plaintiff's rights, property, goodwill, business and reputation. The
7 defendants' acts also were the result of an intention on the part of defendants of depriving
8 Plaintiff of property or legal rights and/or otherwise causing injury to Plaintiff and causing
9 consumer deception, mistake or confusion.
10

11 39. Plaintiff's remedy at law is inadequate.

12 40. Pursuant to 15 U.S.C. § 1125(d)(1)(C), Plaintiff is entitled to an Order
13 transferring the ADJOG.COM domain name from the registrant to Plaintiff.
14

15 41. By reason of defendants' willful use in interstate commerce of the infringing
16 Domain Name and website, Plaintiff is entitled to recover statutory damages under 15 U.S.C.
17 § 1117, on election by Plaintiff, in an amount of up to \$100,000.

18 42. On information and belief, the wrongful acts alleged herein, in violating
19 Plaintiff's superior prior rights in Plaintiff's ADJUGGLER Marks are willful, wanton and
20 without claim of rights, rendering this an extraordinary case, and entitling Plaintiff to
21 Plaintiff's attorneys' fees and costs, pursuant to 15 U.S.C. § 1117.
22

23 43. Defendants are liable to Plaintiff for registered trade name and trademark
24 infringement in violation of 15 U.S.C. § 1114(1).
25

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IV. SECOND CAUSE OF ACTION

Unfair Competition – 15 U.S.C. § 1125(a)

44. Plaintiff incorporates by reference and hereby realleges as if fully set forth herein Paragraphs 1 through 43 of this Complaint.

45. Defendants are liable to Adjugger for violation of 15 U.S.C. § 1125(a).

V. THIRD CAUSE OF ACTION

Unfair Competition – Common Law

46. Plaintiff incorporates by reference and hereby realleges, as if fully set forth herein, Paragraphs 1 through 43 of this Complaint.

47. Defendants are liable to Adjugger for defendants’ unlawful, unfair and/or fraudulent business practices and acts of unfair competition under the common law.

VI. FOURTH CAUSE OF ACTION

Violation of ACPA – 15 U.S.C. § 1125(d)

48. Plaintiff incorporates by reference and hereby realleges, as if fully set forth herein, Paragraphs 1 through 43 of this Complaint.

49. Defendants are liable to Adjugger for defendants’ unlawful, willful and intentional cybersquatting in violation of 15 U.S.C. § 1125(d).

VII. PRAYER FOR RELIEF

WHEREFORE, plaintiff Adjugger prays that the Court:

A. declare, adjudge, and decree that defendants are liable to Plaintiff for registered trade name and trademark infringement in violation of 15 U.S.C. § 1114(1);

1 B. declare, adjudge and decree that defendants are liable to Plaintiff for use of
2 false designations of origin in violation of 15 U.S.C. § 1125(a);

3 C. declare, adjudge, and decree that defendants are liable to Plaintiff for unfair
4 competition under the common law;

5 D. declare, adjudge, and decree that defendants are liable to Plaintiff for
6 cyberpiracy in violation of 15 U.S.C. §1125(d);

7 E. grant preliminary and permanent injunctions restraining defendants from using
8 the ADJOG Designations and engaging in any further acts constituting trademark
9 infringement, unfair competition or cyberpiracy;

10 F. order defendants and any persons acting in concert or participation with
11 defendants to transfer the domain name ADJOG.COM to Plaintiff;

12 G. order that any registrations of the domain name ADJOG.COM to defendants,
13 or any transferee thereof, be forfeited, canceled, or deleted by non-party Dotster Inc., the
14 registry of the domain name;

15 H. award Plaintiff compensatory damages as provided by law;

16 I. order disgorgement of defendants' ill gotten gains and profits and payment
17 over to Plaintiff as provided by law;

18 J. award Plaintiff statutory damages as provided by law;

19 K. award Plaintiff punitive damages as provided by law;

20 L. award Plaintiff treble damages as provided by law;

21 M. award Plaintiff its costs, disbursements, and attorneys' fees incurred in
22 bringing this action; and
23
24
25

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

1 N. award Plaintiff such other and further relief as the Court may deem just and
2 proper.

3 **JURY TRIAL DEMANDED**

4 Plaintiff demands a trial by jury as to all issues and causes of action so triable,
5 pursuant to Federal Rule of Civil Procedure 38.
6

7
8 Dated this 15th day of October, 2008.

9 **MERCHANT & GOULD P.C.**

10
11 By: Kaustuv Mukul Das
12 Kaustuv M. Das, WSBA # 34411
13 701 Fifth Avenue, Suite 4100
14 Seattle, Washington 98104
15 Telephone: (206) 342-6261
16 Facsimile: (206) 342-6201
17 E-mail: kdas@merchantgould.com

18 Attorneys for Plaintiff
19 Adjugger, Inc.

20 Of Counsel:

21 Brian B. Darville
22 MERCHANT & GOULD P.C.
23 225 Reinekers Lane, Suite 560
24 Alexandria, VA 22314
25 Telephone: (202) 326-0314
Facsimile: (202) 326-0778
Email: bdarville@merchantgould.com

COMPLAINT

MERCHANT & GOULD P.C.
701 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 342-6200

EXHIBIT 1

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,529,300

United States Patent and Trademark Office

Registered Jan. 15, 2002

**TRADEMARK
PRINCIPAL REGISTER**

ADJUGGLER

**THRUPOINT.COM, INC. (VIRGINIA CORPORATION)
5440 CHEROKEE AVENUE
ALEXANDRIA, VA 22312**

FIRST USE 7-16-1996; IN COMMERCE 7-16-1996.

SER. NO. 76-047,108, FILED 5-15-2000.

**FOR: COMPUTER SOFTWARE FOR USE IN
PLANNING, DELIVERING, MEASURING, ANALYZING
AND REPORTING ON-LINE ADVERTISING, IN CLASS 9
(U.S. CLS. 21, 23, 26, 36 AND 38).**

CAROLYN PENDLETON, EXAMINING ATTORNEY

EXHIBIT 2

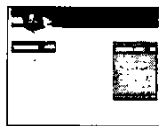
WHOIS Search Results

Available adjog extensions:

<input type="checkbox"/> .org	<input type="checkbox"/> .us	<input type="checkbox"/> .mobi	<input type="checkbox"/> .info	<input type="checkbox"/> .biz	<input type="checkbox"/> .de	<input type="checkbox"/> .tv	<input type="checkbox"/> .co.uk	<input type="checkbox"/> .eu	<input type="checkbox"/> .bz
-------------------------------	------------------------------	--------------------------------	--------------------------------	-------------------------------	------------------------------	------------------------------	---------------------------------	------------------------------	------------------------------

Order Selected Domain(s)

Your WHOIS Search Results



adjog.com

Make an instant, anonymous offer to the current domain registrant. [Learn More](#)

[Make an offer to buy this domain](#)

The information in this whois database is provided for the sole purpose of assisting you in obtaining information about domain name registration records. This information is available "as is," and we do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information, or (2) allow enable, or otherwise support the transmission of mass, unsolicited, commercial advertising or solicitations via facsimile, electronic mail, or by telephone to entities other than your own existing customers. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from this company. We reserve the right to modify these terms at any time. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. Please limit your queries to 10 per minute and one connection.

Registrant:
Rosa Arzumanyan
P.O. Box 2321
Gaithersburg, MD 20879
US

Registrar: DOTSTER
Domain Name: ADJOG.COM
Created on: 11-SEP-07
Expires on: 11-SEP-09
Last Updated on: 16-SEP-08

Administrative, Technical Contact:
Arzumanyan, Rosa rosaarzumanyan@usa.net
P.O. Box 2321
Gaithersburg, MD 20879
US
2024224788

Domain servers in listed order:
NS57.1AND1.COM
NS58.1AND1.COM

End of Whois Information

OUR WEB SITE PACKAGES NOW OFFER UP TO:

10x GREATER DISK STORAGE
10x BETTER DATA TRANSFER

GET THE ULTIMATE IMPROVEMENT IN WEB HOSTING SOLUTIONS.
A GREAT PLACE OF WORK, ULTIMATE STORAGE, ULTIMATE VERSATILITY.

[Learn More](#)

DOMAIN OPTIONS

Premium Names

- adjockey.com \$2,888
- baltimoreadagency.com \$499
- 2001ad.com \$320
- adjointe.com \$8,088
- marylandpersonalads.com \$949
- ethadcargo.com \$1,230
- adjourned.com \$3,088

Misspellings

- adjeg.com
- adj0g.com
- adjogg.com
- adjgo.com
- adjjog.com
- adjoog.com
- adojg.com
- adjjog.com
- ajdog.com

Similar Names

- linthicumheightsadvertisingjog.com
- linthicumheightsadvertisementjog.com
- ad-jog.com
- advertisingjog.com
- advertising-jog.com
- adjeg.com
- blowadjog.com

When you register a domain name, current policies require that the contact information for your domain name registration be included in a public database known as WHOIS. To learn about actions you can take to protect your WHOIS information visit www.internetprivacyadvocate.org

NOTICE AND TERMS OF USE You are not authorized to access or query our WHOIS database through the use of high-volume, automated, electronic processes or for the purpose or purposes of using the data in any manner that violates these terms of use. The Data in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its accuracy. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, e-mail, telephone, or facsimile, or (2) enable high volume, automated electronic processes that apply to Network Solutions (or its

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

Current Registrar: DOTSTER, INC.
IP Address: 74.208.131.229 (ARIN & RIPE IP search)
IP Location: -(-)
Record Type: Domain Name
Server Type: Apache 1
Lock Status: clientDeleteProhibited
Web Site Status: Active
DMOZ: no listings
Y! Directory: see listings
Web Site Title: AdJOG.com - Adserving Should Be Simple
Meta Description: FW 8 DW 8 XHTML
Secure: No
E-commerce: No
Traffic Ranking: Not available
Data as of: 22-Apr-2008

advertisement-jog.com

[Add Domain\(s\) to Cart](#)

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.com

Search by:

Domain Name

IP Address

[Search](#)



Need to get your business online?

Our professional designers can build a custom Web site for your business \$11.95/month plus a \$499.00 design fee

[Go](#)



Pay Per Click from Network Solutions

Create and manage your pay per click advertising from as low as \$125/month plus \$99 one time set-up fee

[Go](#)

SOLUTIONS TO GET ONLINE
SOLUTIONS TO SELL ONLINE

SOLUTIONS TO GET CUSTOMERS
PROFESSIONAL BUSINESS SOLUTIONS

SOLUTIONS FOR ONLINE SECURITY
SAFE & SECURE SHOPPING

RESOURCES

CORPORATE INFORMATION
CUSTOMER SUPPORT

SEARCH FOR A DOMAIN

.com Search

GET A TRADE DOMAIN WITH HOSTING



"An outstanding customer service experience"
3 D Power User Awards



100% Secure Transaction

For your protection, this Web site is secured with the highest level of SSL Certificate encryption.

© Copyright 2008 Network Solutions. All rights reserved.

EXHIBIT 3



ADSERVING SHOULD BE SIMPLE

Username

Password

Forgot Password [Login](#)

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)



The AdJOG Mission

AdJOG's core mission is to offer the best possible adserving platform to advertisers, publishers, ad networks, and ad agencies.

OUR AD SERVER

Experience for yourself why the AdJOG Adserver offers superior geo-targeting, cookies targeting, campaign trouble shooting, frequency capping, and reporting capabilities today!

[Learn More](#)

SERVICES

Our team of customer support professionals will walk you through the best way to use our adserver.

[Learn More](#)

ANNOUNCEMENTS

Visit our *Announcements* section to keep a head up on your competition. Read our service announcements, product upgrades, and press releases.

[Learn More](#)

SUPPORT

Our Customer Support team is made up of professionals who have years of experience in the online advertising industry. We would be glad to assist you to make your experience...

[Learn More](#)





ADSERVING SHOULD BE SIMPLE

Username

Password

Forgot Password [Log In](#)

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201

ADJOG.COM

Advertising Events

ad:tech New York
November 5-8, 2007
New York Hilton

Streaming Media West
November 6-8, 2007
San Jose McEnery Convention
Center

**Leadership Forum: Agency
Summit**
November 12
NY The Roosevelt Hotel

SES Local @ ILM:07
November 28-30, 2007
Los Angeles, CA

Contact Info

support@adjog.com
Phone 410.878.2675
Fax 410.702.4599
11710 Reisterstown Rd, Ste 206
Baltimore, MD 21136

Our Features at a Glance

Aderving Should Be Simple

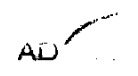
Superior reporting capabilities let you know how, when, where, and to whom ad campaigns are being delivered.

Superior geo-targeting adds a new level of specificity to ad campaigns.

Superior targeting lets advertisers program in advance how many times a visitor will see a specific banner or pop ad.

Superior trouble shooting is in place to help users make sure every single ad is running smoothly.

Superior bang for your buck is what all advertisers, publishers, ad networks, and ad agencies alike are looking for. The bottom line is that ADJOG offers the most cost-effective way to make immediate changes.





Username

Password

Forgot Password [Log In](#)

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201

ABOUT US

- Company Overview
- Our Mission

Contact Info
 support@adjog.com
 Phone 410.678.2675
 Fax 410.702.4599
 11710 Reisterstown Rd, Ste 206
 Baltimore, MD 21136

Company overview

AdJOG delivers online advertising campaigns to publishers in a seamless and unprecedented way. In the same manner that a contractor building a house would not want any missing bricks or tardy delivery, online advertisers and publishers will not settle for poorly tracked or undelivered impressions and clicks: AdJOG makes this dream possible through unprecedented and sophisticated ad-serving technology.

Future 2007 Advertising Events

ad:tech

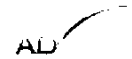


Search Engine
STRATEGIC 2007

ad:tech The Business of Modern Marketing
 November 5-8, 2007
 New York Hilton

Streaming Media West
 November 6-8, 2007
 San Jose McEnery Convention Center

SES Local @ ILM:07
 November 28-30, 2007
 Los Angeles, California





Username

Password

Forgot Password [Log In](#)

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201

ABOUT US

- Company Overview
- Our Mission

Contact Info
 sales@adjog.com
 Phone 240.751.8602
 Fax 240.238.9237
 3540 Anne Hathaway Dr. Suite
 3C
 Randallstown, MD 21133

Our Mission

AdJOG's core mission is to offer the best possible adServing platform to advertisers, publishers, ad networks, and ad agencies.

Future 2007 Advertising Events

ad:tech



Search Engine
STRATEGIES 2007

**ad:tech The Business of
Modern Marketing**
 November 5-8, 2007
 New York Hilton

Streaming Media West
 November 6-8, 2007
 San Jose McEnery Convention
 Center

SES Local @ ILM:07
 November 28-30, 2007
 Los Angeles, California





SHOULD BE SIMPLE

Username

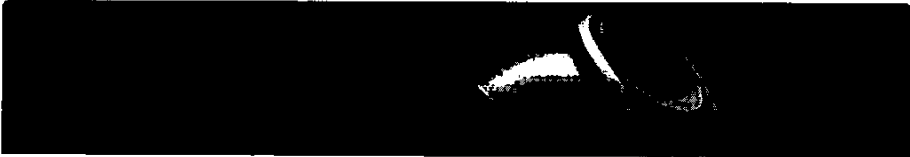
Password

Forgot Password **Log In** ▶

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201



CONTACT US

- ◊ [Contact Info](#)
- ◊ [Emails](#)
- ◊ [Online Form](#)
- ◊ [Password Reminder](#)

Advertising Events

ad:tech New York
November 5-8, 2007
New York Hilton

Streaming Media West
November 6-8, 2007
San Jose McEnery Convention
Center

**Leadership Forum: Agency
Summit**
November 12
NY The Roosevelt Hotel

SES Local @ ILM:07
November 28-30, 2007
Los Angeles, CA

Mailing Address:

Contact us by mail:

AdJOG.com
11710 Reisterstown Rd, Suite 206
Baltimore, MD 21136

Phone: (410) 878-2675

Fax: (410) 702-4599





SHOULD BE SIMPLE

Username

Password

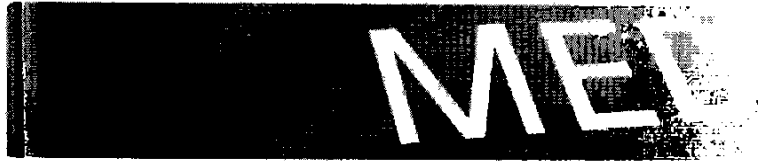
Forgot Password

[Home](#)
[Services](#)
[About Us](#)
[Contact Us](#)
[Announcements](#)
[Support](#)
ad:tech
New York

Nov. 5 - 6 at Booth 2201

ANNOUNCEMENTS

- o News
- o Advertising Events



ADJog.com Press Release

AdJOG Reveals Revolutionary Ad-Serving Platform at ad:tech NYC

AdJOG's mission is to offer the best possible ad-serving platform to online advertisers, publishers, ad networks, and ad agencies. In order to continue to be the best, AdJOG will be at the ad:tech New York conference answering any questions about your ad-serving needs located at booth 2201 on November 5th and 6th, 2007.

Come Learn About AdJOG's Mission at ad:tech New York located at Booth 2201



AdJOG's core mission is to offer the best possible ad-serving platform to advertisers, publishers, ad networks, and ad agencies. AdJOG takes the complex features of speedy delivery, time-targeting, geo-targeting, and advanced reporting across a vast number of websites in an easy to manage system. AdJOG helps online advertising professionals "ad-serve" their ads.

Talk About the Six Superior Features with AdJOG's Team of Professionals

Thanks to its **superior reporting capabilities**, AdJOG allows you to correct any mistakes in real time. The bottom line is that ADJOG offers the most cost-effective way to make immediate changes.

AdJOG's **superior frequency capping function** uses either time-based or total methods, allowing users the ability to limit the amount of time or impressions visitors are exposed to a specific campaign.

In the real world, "the best laid schemes of mice and men often go astray," as John Steinbeck said in *Of Mice and Men*. That said, AdJOG's **superior trouble shooting and notification alert feature** can tell you when conditions or settings you choose are being met. Clients have complete control of their campaign tracking, and be assured that their engagement is running as it should.



Superior geo-targeting adds a greater level of specificity to the client's campaigns. AdJOG uses the latest geographic targeting technology, allowing advertisers higher success rates and higher CPM for publishers. With extreme preciseness, advertisers can now accurately target geographic location.



The bottom line is that a **superior bang for your buck** is what all advertisers, publishers, ad networks, and ad agencies are looking for.

Get the most value per impression with AdJOG's eCPM algorithm. AdJOG allows users to auto optimize performance based on CPM/CPC/CPA rates and performance.

AdJOG Provides You The Best Customer Support

AdJOG's Customer Support team is made up of professionals who have years of experience in the online advertising industry. ADJOG is pleased to assist their clients to make their ad-serving seamless.

Contact: Andrew Shneyder / Director of Sales

Email: sales@adjog.com

AdJOG.com - AdServing Should Be Simple

REMEMBER: First month is Free, try us out, there is nothing more reliable and simple than AdJOG.com

Future 2007 Advertising Events

ad:tech

ad:tech The Business of Modern Marketing
November 5-8, 2007
New York Hilton



Streaming Media West
November 6-8, 2007
San Jose McEnery Convention Center

Search Engine

SES Local @ ILM:07
November 28-30, 2007
Los Angeles, California





ADSERVING SHOULD BE SIMPLE

Username

Password

Forgot Password

Log In

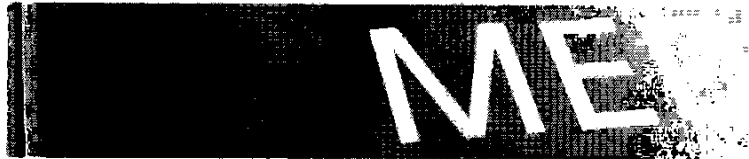
Home Services About Us Contact Us Announcements Support

ad:tech
New York

Nov. 5 - 6 at Booth 2201

ANNOUNCEMENTS

- News
- Advertising Events



2007 Advertising Events

ad:tech

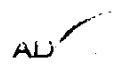


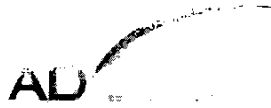
ad:tech The Business of Modern Marketing
November 5-8, 2007
New York Hilton

Streaming Media West
November 6-8, 2007
San Jose McEnery Convention Center

Search Engine
BY THE NAME OF THE SEARCH ENGINE

SES Local @ ILM:07
November 28-30, 2007
Los Angeles, California





SHOULD BE SIMPLE

Username

Password

Forgot Password [Log In](#)

[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201

BROWSE SUPPORT

- Customer Support
- FAQ

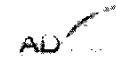
Contact Info
 support@adjog.com
 Phone 410.878.2675
 Fax 410.702.4599
 11710 Reisterstown Rd, Ste 206
 Baltimore, MD 21136



Customer Support

Our Customer Support team is made up of professionals who have years of experience in the online advertising industry. We would be glad to assist you to make your experience with our adserver as seamless as possible.

Should you experience any difficulties using AdJOG's AdServer platform, please send an email to sales@adjog.com. Please include your account username and be sure to contact us through the email address that you signed up with in order to help protect your privacy.





SHOULD BE SIMPLE

Username

Password

Forgot Password

Log In

Home Services About Us Contact Us Announcements Support

adtech
New York

Nov. 5 - 6 at booth 2201

BROWSE SUPPORT

- Customer Support
- FAQ

Contact Info
 support@adjog.com
 Phone 410.878.2675
 Fax 410.702.4599
 11710 Reisterstown Rd, Suite
 206
 Baltimore, MD 21136



FAQ

What is AdJOG.com?

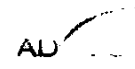
AdJog Adserver is an advanced platform that facilitates the campaign management of advertisers, publishers, ad networks, and agencies. In other words, AdJog makes provides the technical ability for you to do business.

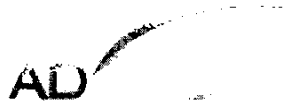
What type of frequency capping methods does AdJog use?

AdJog uses two types of methods. IP addresses can be limited to number of views during a certain period of time, or simply to a pre-determined time period.

What type of revenue models does AdJog allow advertisers to use?

The AdJog Adserver allows advertisers to customize their campaigns according to the CPM, CPC or CPA model, whatever best meets their needs.





SHOULD BE SIMPLE

Username

Password

Forgot Password [Log In](#)

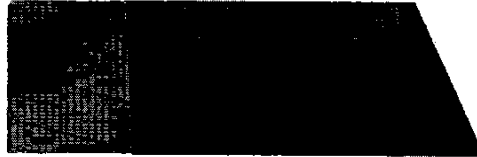
[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)

ad:tech
New York

Nov. 5 - 6 at Booth 2201

ADJOG.COM

- o [Privacy Policy](#)
- o [Terms of Services](#)



AdJOG.com Privacy Statement

Personal Information

The AdJog.com website contains forms that request personal contact and financial information from visitors interested in using its products and services. Visitors who sign up acknowledge that sending their email address through AdJog.com's forms will automatically subscribe them to AdJog's newsletter, service announcement, and product updates emailing lists.

Ad Network, Agency, Advertiser and Publisher Sign Up Forms

The Ad Network, Agency, Advertiser and Publisher Sign Up Forms ask users for more personal, contact, and financial information. AdJog.com will only use this information for business purposes directly related to the ones clearly expressed on this site.

Cookies

AdJog's AdServing platform uses cookies to monitor traffic quality for our advertisements running on publisher sites through the help of its software. All advertisers, ad networks, agencies, and publishers who sign up will be aware of the presence of cookies.





SHOULD BE SIMPLE

Username

Password

Forgot Password
[Home](#) [Services](#) [About Us](#) [Contact Us](#) [Announcements](#) [Support](#)
aditech
Network

Nov. 5 - 6 at Booth 2201

ADJOG.COM

- Privacy Policy
- Terms of Services



The World's Second Oldest Profession Goes On-Line
The evolution of a hippie van business to the 21st century marketing ideal. What a long strange road it's been! How The Himalayan Traders joined cyber-space is an amusing sociological observation of the times we live in.

Realview TV selected to deploy American University's "Virtual Campus Experience."

Atlanta based Realview TV, a leading video agency, is pleased to announce that they were selected by American University to design, produce and stream American University's online Virtual Campus Experience.

From Your Street To Main Street — Website Connects Consumers To Area Businesses
Fairfield County Central (www.fairfieldcountycentral.com) is a new locally-focused website with a mission to connect consumers and area businesses in Fairfield County, CT.



AD

AdJOG.com Terms of Services

All parties (publishers, advertisers, ad networks, ad agencies, and individual persons) who sign up for AdJOG's services or who contact AdJOG in order to inquire about their services acknowledge the following terms and conditions. All such recognize that the terms and conditions listed on this page will go into effect and will be legally binding between him or herself and AdJOG.com, upon the completion and submission of the sign up form.

1) AdJOG.com's mission is to bring the highest level of service to its publishers. However, in the event of server downtime due to AdJOG.com or the companies that it works with, the user acknowledges that in no way AdJOG.com will be held responsible or legally liable for any lost business or revenue.

2) a. In the event that AdJOG.com recognizes low quality publisher traffic, low advertiser rates or any other unfavorable conditions, AdJOG.com will NOT inform any of the parties who use AdJOG's services about these undesirable conditions. As an ad-server, AdJOG does not control which people or company may use its services, it merely provides an ad servicing platform.

b. Furthermore, in the case of non-payment between any parties that use the AdJOG.com ad server and that through interaction on the AdJOG adserver owe each other money, AdJOG.com will take no responsibility in enforcing or substituting the non-payment and will not become involved in mediation between the parties involved. All AdJOG.com users recognize that non-payment for delivered traffic may result in the case of non-payment to AdJOG.com by any of its users. In such an event, AdJOG.com will not be held legally or financially responsible for any payments owed to the publisher.

c. AdJOG.com vividly prohibits adware, spyware, malware, forced program downloads, refresh bots or reselling of ad tags to be uploaded, solicited or distributed through the AdJOG.com ad-server. In other words AdJOG.com does not allow parties who commit or intend to commit click or impression fraud, will not be legally or monetarily responsible for any traffic obtained through it, and reserves the right to terminate and sue all account holders engaged in any type of fraudulent practices.

3) All AdJOG users recognize that AdJOG.com reserves the right to refuse any websites that apply to use the AdJOG.com ad-server, upon its own discretion and without giving any specific reason.

4) AdJOG.com shall not be held legally liable or financially responsible for any hateful, illegal, copyright-infringing, pornographic, adult, racist, sexist, discriminatory, gambling-related or otherwise unpleasant content on publisher websites or on advertisements that are entered into the ad-server. All such content is hereby prohibited on the AdJOG.com ad-server.

5) In no way may any AdJOG.com users alter the advertisement code obtained from the AdJOG.com ad-server.

6) AdJOG.com reserves the right to deduct any payment delivery fees it feels necessary within a reasonable limit from all users who do not make appropriate payments on time.

7) For quality control purposes, all website publishers must enter into the AdJOG.com ad-server the exact location of where he or she intends on placing advertisements, by clearly displaying the URL(s) in question and avoiding all confusion as to its location.

8) AdJOG.com requests that users give a month's notice before terminating their accounts.

9) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

All users of AdJOG.com's services hereby confirm their mutual agreement to the terms listed in this Service Agreement as of the date of the submission of the online application forms.

©2008 AdJOG.com All Rights Reserved | Privacy Statement | Terms of Services

