
Exhibit A

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

**333 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606**

(312) 857-7070

File

NEW YORK, NY
WASHINGTON, DC
TYSONS CORNER, VA
LOS ANGELES, CA
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM
HONG KONG

AFFILIATE OFFICES
BANGKOK, THAILAND
JAKARTA, INDONESIA
MUMBAI, INDIA
TOKYO, JAPAN

SUSAN J. GREENSPON

DIRECT LINE: (312) 857-7080

EMAIL: sgreenspon@kelleydrye.com

August 14, 2002

VIA FACSIMILE 984.784.0880 AND U.S. MAIL

Mr. Mark Albeit
Manager, Advertiser Relations
Xuppa, Inc.
450 7th Avenue
New York, NY 10123

Re: American Blind and Wallpaper Factory Trademark Claims

Dear Mr. Albeit:

We are trademark counsel to American Blind and Wallpaper Factory, Inc. d/b/a decoratetoday.com, Inc. ("ABWF"). In connection therewith, it has come to our attention that several of ABWF's competitors have purchased advertising keywords from Xuppa, Inc. ("Xuppa.com") that are identical or substantially similar to ABWF's registered trademarks. Attached is a copy of a printout from the Xuppa.com website showing use of ABWF's trademark, "american blind" by one of its competitors. ABWF is hereby notifying Xuppa.com of its trademark infringement claims for prompt resolution.

As you probably know, federal and state trademark law protects a trademark owner's commercial identity (goodwill, reputation and investment in advertising) by giving such owner the exclusive right to use the trademark for its goods or services. What you may not know is that trademark law also protects the trademark owner from any person or entity that uses a trademark (i.e. keyword, word, name, symbol or device) that so *resembles a trademark already in use as to be likely to cause confusion or mistake* in the marketplace. Furthermore, federal law protects trademarks that are unregistered.

ABWF is the owner of and has the exclusive rights to use the following trademarks registered with the United States Patent and Trademark Office ("USPTO"):

ABWF 000610

KELLEY DRYE & WARREN LLP

Mr. Marc Albeit
 August 14, 2002
 Page 2 of 3

<u>Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
AMERICAN BLIND & WALLPAPER FACTORY	2,022,925	12/17/96
AMERICAN BLIND FACTORY	1,463,548	11/3/87
DECORATETODAY	2,470,542	7/17/01

ABWF is recognized and well known in the home decorating industry and to consumers nationwide as "American Blind" and "decoratetoday." Many of ABWF's competitors have exploited the notoriety and success of ABWF, and flagrantly attempted to confuse consumers and capitalize illegally on ABWF's goodwill and reputation by purchasing identical or substantially similar keywords from search engines. ABWF has been vigilant in defending its marks from infringement and dilution at all costs. As an example, ABWF was awarded in the matter of *Decoratetoday.com, Inc. (d/b/a American Blind and Wallpaper Factory, Inc.) v. American Blind & Accessory Co., Inc. and Directory One, Inc.*, Case No. 01-CV-70804-DT, a permanent injunction by the United States District Court for the Eastern District of Michigan, permanently enjoining the defendants from using ABWF's "trademarks, service marks or the word 'American' in any variation or combination with the word 'Blind' either singular or plural...." We would be glad to send you a copy of the Permanent Injunction Order if you would like to read it in its entirety. Please note that ABWF was successful in defending not only its registered marks, but marks that were confusingly similar thereto. Consequently based upon federal law and precedent, use of the following similar marks by Xuppa.com's advertisers constitutes infringement of ABWF's registered marks:

- | | |
|---|----------------------------------|
| american blind | american wallpaper |
| american blind and wall covering | american wallpaper and blind |
| american blind and wallpaper | american wallpaper company |
| american blind and wallpaper co | american wallpaper discount |
| american blind and wallpaper company | american wallpaper factory |
| american blind and wallpaper discount | americanblind |
| american blind and wallpaper factory | americanblindfactory.com |
| american blind and wallpaper factory discount | americanblindandwallpaperfactory |
| american blind and wallpaper outlet | americanhomedecorating.com |
| american blind company | americanwallpaper |
| american blind discount | americanwallpaperfactory.com |
| american blind factory | decorate today |
| american blind wallpaper | decorate today discount |
| american blind wallpaper company | decoratetoday |
| american blind wallpaper factory | decorate today.com |
| american home decorating | decoratetoday .com |
| american wall covering | decoratetoday com |
| | decoratetodaycom |

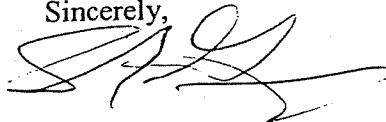
KELLEY DRYE & WARREN LLP

Mr. Marc Albeit
August 14, 2002
Page 2 of 3

decoratetoday.com

In light of the foregoing, we request Xuppa.com to immediately (a) cease selling ABWF's proprietary marks and marks similar thereto (as set forth above), (b) remove such marks from all campaigns, other than ABWF's advertising, and (c) remove all advertisers who have purchased such marks. Please contact the undersigned at (312) 857-7080 with regard to how you wish to proceed with this matter.

Sincerely,

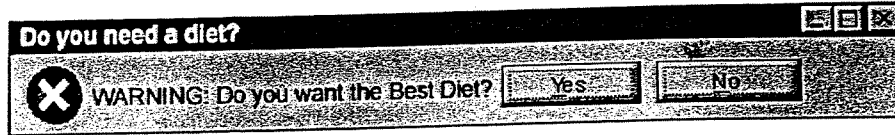


Susan J. Greenspon

SG/sec
Enclosures

cc: Steve Katzman

Search Results - American Blind



Xuppa: [Home](#) • [About Xuppa](#) • New! [Radio](#) • [Horoscopes](#) • [Greeting Cards](#) • [Polls](#) • New! [Auctions](#) • [Weather](#) • [Freebies](#) • [Great Deals](#) • [Win Prizes](#) • [Lotto](#) • New! [Xuppa Solitaire](#) • [Site Map](#) • [Make Xuppa Your Home](#)

Contest Players: [Login](#) • [Signup](#) • [Advertisers](#) • [Programs](#) • [Login](#) • [Signup](#) • [Auction Members](#): [Login](#) • [Signup](#)

Easy Search: [Business](#) | [Cars](#) | [Casinos](#) | [Entertainment](#) | [Gambling](#) | [Games](#)
[Health](#) | [Internet](#) | [Mortgage](#) | [Music](#) | [Shopping](#) | [Sports](#) | [Travel](#)



Search Results - American Blind:

- 🔍 [American Blind Factory](#) (Cost to Advertiser: \$0.02)
 Save up to 85% on 1000's of 1st quality name-brand blinds, Hunter Douglas, Duette, Levolor & more; View/Buy online; 100% satisfaction guarantee; free shipping; 5 million satisfied customers.
- 🔍 [Buying blinds from No Brainer is a No Brainer!](#) (Cost to Advertiser: \$0.01)
 NoBrainerBlinds.com - 4 STAR Rating The world's most popular and trusted online source for blinds and shades. Award winning site, packed with helpful articles and unbiased decorating advice...huge savings on the most popular brands. A must visit!
- 🔍 [AMERICAN COUNCIL OF THE BLIND](#)
 blind american council
- 🔍 ["American Foundation for the Blind"](#)
 american blind foundation
- 🔍 [Welcome To Blind Spot's Home on the Web](#)
 blind
- 🔍 [Free book excerpt from A Blind Man Can See How Much I Love You by Amy Bloom. Plu...](#)
 love man blind
- 🔍 [Welcome To Recording for the Blind & Dyslexic](#)
 blind blind dyslexic dyslexic recording rfd wwwrfdorg
- 🔍 [Bookreporter.com - THE BLIND ASSASSIN by Margaret Atwood](#)
 assassin blind

ABWF 000613

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

File

**333 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606**

(312) 857-7070

FACSIMILE

(312) 857-7095

www.kelleydrye.com

SUSAN J. GREENSPON

DIRECT LINE: (312) 857-7080

EMAIL: sgreenspon@kelleydrye.com

NEW YORK, NY
WASHINGTON, DC
TYSONS CORNER, VA
LOS ANGELES, CA
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM
HONG KONG

AFFILIATE OFFICES
BANGKOK, THAILAND
JAKARTA, INDONESIA
MUMBAI, INDIA
TOKYO, JAPAN

November 4, 2002

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Brock Kauk
Ms. Jenny Kauk
d/b/a American Blind Center
902 Bowman Avenue
Elk City, Oklahoma 73644

Mr. Joe Parker
Cutting Edge Technologies
623 S. Lewis Ave
Tulsa, Oklahoma 74104

Re: Infringement of American Blind and Wallpaper Factory's Trademark

Dear Madam Kauk and Messers. Kauk and Parker:

Please be advised that we are litigation counsel to American Blind and Wallpaper Factory, Inc. ("ABWF"). In connection therewith, it has come to our attention that you own and operate a website under the URL "www.americanblindcenter.com" which is currently hosted by Cutting Edge Technologies.

As you may or may not be aware, "American Blind Factory" and "American Blind and Wallpaper Factory" are both registered trademarks with the United States Trademark Office and owned by ABWF. ABWF has been using its corporate name in the home decorating business for over half a century and is extremely well known nationwide since ABWF has over four million customers coast to coast. It is our understanding from your web site that American Blind Center has only been in the window covering and flooring since 1995—many, many years junior to ABWF.

In addition, ABWF has also had a strong Internet presence since 1997 and owns and operates its website under several URLs including, "www.americanblind.com",

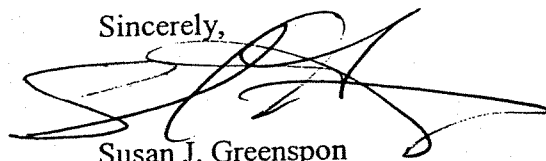
"www.americanblinds.com", and "www.americanblindfactory.com". Therefore, your use of the name "americanblindcenter" in connection with the sale of window coverings and blinds is not only a violation of both trademark and trade name law, but also rises to the level of cyberspiracy and dilution. In addition, your URL on the Internet creates an extreme likelihood of confusion in the marketplace with the average consumer looking for ABWF's goods and services.

For your information, ABWF successfully litigated a permanent injunction against a similar infringer of its marks. Pursuant to the federal court order, the infringer, among other things, was permanently enjoined from using ABWF's "trademarks, service marks or the word 'American' in any variation or combination with the word 'Blind', either singular or plural...in connection with any Internet website (or metatags or source codes therein contained)" and any Internet domain name. Furthermore, the infringer was ordered to pay all of ABWF's costs, expenses and attorneys' fees incurred in connection with the action.

Given the enormous value and success associated with ABWF's trademarks, our client has no choice but to be especially vigilant in protecting its assets. In light of the above, you are therefore hereby instructed to immediately cease and desist any and all use of: (1) the name "American Blind Center" and (2) the URL, "www.americanblindcenter.com" http://www.aamericanblindcompany.com/ within 24 hours of your receipt of this letter. Please also note, that this demand applies to any other URLs not mentioned above or any printed medium in which you have used or are currently using the name "American Blind Center" for the sale of blinds and other window treatments.

My client is also hereby demanding an immediate transfer of your URL, "www.americanblindcenter.com" in lieu of seeking further legal action against your business. In the event this not an acceptable solution to you, we will be forced to advise our client to take all legal and equitable action as is necessary and proper. Please contact the undersigned within 24 hours of your receipt of this letter at (312) 857-7080 with regard to how you wish to proceed with this matter.

Sincerely,



Susan J. Greenspon

cc: Steven Katzman (*via email*)

ABWF 000542

DAWDA, MANN, MULCAHY & SADLER

PROFESSIONAL LIMITED LIABILITY COMPANY
COUNSELORS AT LAW

39533 WOODWARD AVENUE, SUITE 200
BLOOMFIELD HILLS, MICHIGAN 48304-5103
(248) 642-3700 FAX (248) 642-7791

www.dmms.com

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TYLER D. TENNENT
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MARC K. SALACH
SCOT C. STORRIE
CHRISTOPHER M. MANN
ZACHARY J. ESKAU

June 16, 2006

OF COUNSEL
SIDNEY W. SMITH, JR.
PAUL A. BRINGER

* ALSO MEMBER OF ILLINOIS BAR
** ALSO MEMBER OF OHIO BAR
*** ALSO MEMBER OF WASHINGTON DC BAR
† ALSO MEMBER OF NEW YORK BAR
AND WASHINGTON DC BAR

WRITER'S DIRECT DIAL NUMBER

VIA EMAIL: CSWINC@COMCAST.NET

VIA FACSIMILE: 843-971-9736

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Blinds Plus.Net, Inc.
1071 Marsh Court Lane, Suite 3C
Mt. Pleasant, SC 29464-3356
Attn: Samuel C. Brubaker

Re: Unauthorized Use of American Blind and Wallpaper Factory, Inc.'s Trademarks

Dear Mr. Brubaker:

We are counsel to American Blind and Wallpaper Factory, Inc. ("ABWF"). We have been instructed to contact you concerning your company's business practices that, if true, constitute violations of state and federal law. Your company Blinds Plus.Net, Inc., ("Blinds Plus") has engaged, and continues to engage, in conduct that, as described below, infringes upon ABWF's trademarks and has harmed ABWF's business interests and reputation. For the reasons stated below, we demand that you immediately cease these activities.

Our investigation has revealed that Blinds Plus owns and/or controls the websites found at the URLs www.blindsplus.com and www.blindsplus.net, (the "Blinds Plus Site(s)" or the "Site(s)"). Our review of the Google search engine reveals that Blinds Plus, through its Sites has purchased the keywords "american blinds" which are confusingly similar to ABWF's registered trademark, "American Blind Factory", for the advertising of the Blinds Plus Sites in blatant disregard of ABWF's intellectual property rights. See attached copy of screen shot generated from the Google search engine. As you can see, inputting the term "american blinds" on Google produced a Blinds Plus Site in the 5th position evidencing its paid placement for such term (See Exhibit A).

ABWF 048294

Samuel C. Brubaker
June 16, 2006
Page 2

DAWDA, MANN, MULCAHY & SADLER

As Blinds Plus no doubt intended, its Site is being used to exploit ABWF's well-known mark and trade off of ABWF's goodwill. It is clear that Blinds Plus' actions have caused, and continue to cause, consumers who specifically intend and desire to find ABWF's products and services, to be diverted instead to the Blinds Plus Site which contains competitive products and services. Consequently, your conduct is allowing Blinds Plus to dilute the ability of ABWF's trademarks, "American Blind Factory" and "American Blind and Wallpaper Factory", to identify ABWF as a source of its goods and services.

"American Blind Factory" (Reg. No. 1,463,548) and "American Blind and Wallpaper Factory" (Reg. No. 2,022,925) are federally registered marks on the Principal Register of the United States Trademark Office owned by our client. ABWF consequently has exclusive rights to the use of such marks. In addition, "American Blind and Wallpaper Factory" is our client's company name that has been in use for decades, and our client is recognized in the home decorating industry and to consumers nationwide as "American Blind Factory." Many of ABWF's competitors have exploited the notoriety and success of ABWF, and flagrantly attempted to confuse consumers and capitalize illegally on ABWF's goodwill and reputation by purchasing identical or substantially similar keywords from search engines. Therefore, ABWF must be vigilant in defending its marks from infringement and dilution. As an example, ABWF was awarded in the matter of *Decoratetoday.com, Inc. v. American Blind & Accessory Co., Inc. and Directory One, Inc.*, Case No. 01-CV-70804-DT, a permanent injunction by the United States District Court for the Eastern District of Michigan, permanently enjoining the defendants from using ABWF's "trademarks, service marks or the word 'American' in any variation or combination with the word 'Blind' either singular or plural...." We would be glad to send you a copy of the Permanent Injunction Order if you would like to read it in its entirety. Please note that ABWF was successful in defending not only its registered marks, but marks that were confusingly similar thereto.

One effect of your conduct is that consumers using an Internet search engine to find authorized ABWF products and services will be confused and/or deceived into visiting the Blinds Plus Site. This practice is illegal and clearly violates state and federal law. Indeed, the federal Lanham Act and various state statutes prohibit such infringing and diluting use of ABWF's trademarks. Further, Michigan's Unfair Competition Statute (MCL 429.42(a)), and other similar state statutes, provide for a cause of action against anyone who misuses a copy or imitation of the trademark of another when that misuse is likely to cause confusion as to the origin of goods or services. In short, federal and state law provide immediate relief in the event legal action should prove necessary.

Accordingly, we demand that you immediately: (1) remove "american blinds" from your post-domain path in any URL, directly or indirectly, owned or controlled by you; (2) remove "american blinds" from the content (including metatags) of all websites, directly or indirectly, owned or controlled by you; (3) identify the Prohibited ABWF Marks (as set forth below) as negative keywords on all search engines with which you currently have or may have in the future, a contract, agreement or arrangement to display any web site, directly or indirectly,

ABWF 048295

Samuel C. Brubaker
June 16, 2006
Page 3

DAWDA, MANN, MULCAHY & SADLER

owned or controlled by you; and (4) cease all unauthorized use of the Prohibited ABWF Marks in the content, post-domain path and/or metatags of all websites which you, directly or indirectly, own or control.

Prohibited ABWF Marks

- (a) American Blind(s) and Wallpaper(s) Factory;
- (b) American Blind(s) and Wallpaper(s) Factories;
- (c) American Blind(s);
- (d) American Blind(s), Wallpaper(s) & More;
- (e) American Blind(s) Factory;
- (f) American Blind(s) Factories;
- (g) American Wallpaper(s) Factory;
- (h) American Wallpaper(s) Factories;
- (i) American Blind(s) and Wallpaper(s);
- (j) American Wallpaper(s); and
- (k) Decoratetoday or Decorate(s) Today.

In addition, ABWF further demands that you enter into the attached Settlement Agreement with ABWF to evidence your good faith in ceasing the foregoing conduct, and reimburse its attorneys' fees.

We expect that you will cooperate with ABWF and take immediate steps to terminate these harmful and predatory practices by discontinuing the use of ABWF's trademarks. Given the seriousness of the matter to ABWF, we ask that you let us know your intentions by the close of business on Monday, June 19, 2006. If we do not receive a timely response from you, we will advise our client to pursue its legal remedies.

ABWF 048296

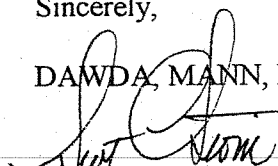
Samuel C. Brubaker
June 16, 2006
Page 4

DAWDA, MANN, MULCAHY & SADLER

Thank you in advance for your prompt attention to this matter.

Sincerely,

DAWDA, MANN, MULCAHY & SADLER, PLC



Scott C. Storrie

SCS/sms

bcc: Joel Levine (via email)

ABWF 048297

Exhibit A



Sign in ^

Google

Web Images Groups News Froogle Maps more »

americanblinds

Search

Advanced Search Preferences

Web Results 1 - 10 of about 267,000 for americanblinds (0.32 seconds)

American Blinds

www.AmericanBlinds.com Shipping

Official Site - American Blinds Save 25 -85% off & Free

Sponsored Links

Sponsored Links

Blinds by 3 Day Blinds®

www.3dayblinds.com Samples

Wood, Mini, Faux, Vertical from \$10 Factory Direct to you. Free

Blinds for Your Home

Vertical blinds, miniblinds & more. Custom measuring and installation. www.BestBlindsTroy.com

Did you mean: [american blinds](#)

www.americanblinds.com/
Similar pages

American Blinds Special Offer Codes for AmericanBlinds.com ...

Save with American Blinds coupons. Use free American Blinds online coupons at AmericanBlinds.com and save when shopping online. Free American Blinds online ... www.couponcabin.com/coupons/american-blind-wallpaper/index.htm - 43k - Cached - Similar pages

AmericanBlinds.com Coupons - AmericanBlinds.com Coupon Codes, Free ...

AmericanBlinds.com Coupons and Coupon Codes. Free AmericanBlinds.com Shipping Code Coupons. AmericanBlinds.com Coupon Codes and Shipping Discounts. www.couponcraze.com/coupons/americanblinds/ - 56k - Cached - Similar pages

American Blinds - coupons, online deals, discount coupon codes ...

Blinds

Free Shipping on Window Treatments. Low Prices on Blinds, Drapes & More WindowImprovements.com

Blinds

Choose from a variety of blinds at Smith+Noble. Official Site. www.smithandnoble.com

Discount Window Blinds

Save Money on Quality Window Blinds Free shipping, samples, BBB Member www.blindsforless.com

Better Blinds for Less

Low Price Guarantee - 10% off - Free Shipping - Lifetime Warranty www.blindsplus.com

ABWF 048298

DAWDA, MANN, MULCAHY & SADLER

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COUNSELORS AT LAW

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www.dmmms.com

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MARC K. SALACH
SCOT C. STORRIE
CHRISTOPHER M. MANN
ZACHARY J. ESKAU

May 12, 2006

OF COUNSEL
SIDNEY W. SMITH, JR.
PAUL A. BRINGER

* ALSO MEMBER OF ILLINOIS BAR
** ALSO MEMBER OF OHIO BAR
*** ALSO MEMBER OF WASHINGTON DC BAR
† ALSO MEMBER OF NEW YORK BAR
AND WASHINGTON DC BAR

WRITER'S DIRECT DIAL NUMBER

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Edge Marketing FZE
P.O. Box 2466
Dubai UAE

Re: Unauthorized Use of American Blind and Wallpaper Factory, Inc.'s Trademarks

To Whom It May Concern:

We are counsel to American Blind and Wallpaper Factory, Inc. ("ABWF"). We have been instructed to contact you concerning your company's business practices that, if true, constitute violations of the state and federal laws of the United States of America. Your company Edge Marketing FZE, ("Edge Marketing") has engaged, and continues to engage, in conduct that, as described below, infringes upon ABWF's trademarks and has harmed ABWF's business interests and reputation. For the reasons stated below, we demand that you immediately cease these activities.

Our investigation has revealed Edge Marketing owns and/or controls the website found at the URL www.us.bestwebdiscounts.com (the "Edge Marketing Site" or the "Site"). Our review of the Google search engine reveals that Edge Marketing through its Site has purchased the keywords "american blinds" which are confusingly similar to ABWF's registered trademarks "American Blind Factory" and "American Blind and Wallpaper Factory", for the advertising of the Edge Marketing Site in blatant disregard of ABWF's intellectual property rights. See attached copy of screen shot generated from the Google search engine. As you can see, inputting the term "american blinds" on Google produced the Edge Marketing Site in the 3rd position evidencing its paid placement for such term (See Exhibit A).

As Edge Marketing no doubt intended, its website is a portal for ABWF's competitors to exploit ABWF's well-known mark and trade off of ABWF's goodwill. It is clear that the

ABWF 048694

Edge Marketing FZE
 May 12, 2006
 Page 2

DAWDA, MANN, MULCAHY & SADLER

content of your website has caused, and is continuing to cause, consumers who specifically intend and desire to find ABWF's products and services, to be diverted instead to search "results" that list ABWF's competitors' products and services. Consequently, your conduct is diluting the ability of ABWF's trademarks to identify ABWF as a source of its goods and services.

"American Blind Factory" (Reg. No. 1,463,548) and "American Blind and Wallpaper Factory" (Reg. No. 2,022,925) are federally registered marks on the Principal Register of the United States Trademark Office owned by our client. ABWF consequently has exclusive rights to the use of such marks. In addition, "American Blind and Wallpaper Factory" is our client's company name that has been in use for decades, and our client is recognized in the home decorating industry and to consumers nationwide as "American Blind Factory." Many of ABWF's competitors have exploited the notoriety and success of ABWF, and flagrantly attempted to confuse consumers and capitalize illegally on ABWF's goodwill and reputation by purchasing identical or substantially similar keywords from search engines. Therefore, ABWF must be vigilant in defending its marks from infringement and dilution. As an example, ABWF was awarded in the matter of *Decoratetoday.com, Inc. v. American Blind & Accessory Co., Inc. and Directory One, Inc.*, Case No. 01-CV-70804-DT, a permanent injunction by the United States District Court for the Eastern District of Michigan, permanently enjoining the defendants from using ABWF's "trademarks, service marks or the word 'American' in any variation or combination with the word 'Blind' either singular or plural...." We would be glad to send you a copy of the Permanent Injunction Order if you would like to read it in its entirety. Please note that ABWF was successful in defending not only its registered marks, but marks that were confusingly similar thereto.

One effect of your conduct is that consumers using an Internet search engine to find authorized ABWF products and services will be confused and/or deceived into visiting the Edge Marketing Site. This practice is illegal and clearly violates the state and federal laws of the United States of America. Indeed, the federal Lanham Act and various state statutes prohibit such infringing and diluting use of ABWF's trademarks. Further, Michigan's Unfair Competition Statute (MCL 429.42(a)), and other similar state statutes, provide for a cause of action against anyone who misuses a copy or imitation of the trademark of another when that misuse is likely to cause confusion as to the origin of goods or services. In short, federal and state law provide immediate relief in the event legal action should prove necessary.

Accordingly, we demand that you immediately: (1) remove "american blinds" from your post-domain path in any URL, directly or indirectly, owned or controlled by you; (2) remove "american blinds" from the content (including metatags) of all websites, directly or indirectly, owned or controlled by you; (3) identify the Prohibited ABWF Marks (as set forth below) as negative keywords on all search engines with which you currently have or may have in the future, a contract, agreement or arrangement to display any web site, directly or indirectly, owned or controlled by you; and (4) cease all unauthorized use of the Prohibited ABWF Marks

ABWF 048695

Edge Marketing FZE
May 12, 2006
Page 3

DAWDA, MANN, MULCAHY & SADLER

in the content, post-domain path and/or metatags of all websites which you, directly or indirectly, own or control.

Prohibited ABWF Marks

- (a) American Blind(s) and Wallpaper(s) Factory;
- (b) American Blind(s) and Wallpaper(s) Factories;
- (c) American Blind(s);
- (d) American Blind(s), Wallpaper(s) & More;
- (e) American Blind(s) Factory;
- (f) American Blind(s) Factories;
- (g) American Wallpaper(s) Factory;
- (h) American Wallpaper(s) Factories;
- (i) American Blind(s) and Wallpaper(s);
- (j) American Wallpaper(s); and
- (k) Decoratetoday or Decorate(s) Today.

In addition, ABWF further demands that you enter into the attached Settlement Agreement with ABWF to evidence your good faith in ceasing the foregoing conduct, and reimburse its attorneys' fees.

We expect that you will cooperate with ABWF and take immediate steps to terminate these harmful and predatory practices by discontinuing the use of ABWF's trademarks. Given the seriousness of the matter to ABWF, we ask that you let us know your intentions by the close of business on Thursday, May 18, 2006. If we do not receive a timely response from you, we will advise our client to pursue its legal remedies.

ABWF 048696

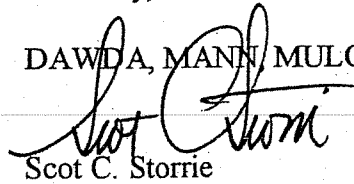
Edge Marketing FZE
May 12, 2006
Page 4

DAWDA, MANN, MULCAHY & SADLER

Thank you in advance for your prompt attention to this matter.

Sincerely,

DAWDA, MANN, MULCAHY & SADLER, PLC



Scot C. Storrie

SCS:sms

cc: Steve Katzman (via email)

ABWF 048697

CONFIDENTIAL

Exhibit A

172.16.29.249 - Remote Desktop

american blinds - Google Search - Maxthon Browser

File Edit View Favorites Groups Options Tools Window Help

Address http://www.google.com/search?hl=en&q=american+blinds

Search primus venture capital partners

Web Images Groups News Froogle Maps more

Google american blinds Search Advanced Search Preferences

Results 1 - 10 of about 6,168,000 for american blinds - (0.16 seconds)

American Blinds
www.AmericanBlinds.com Official Site - American Blinds Save 25-85% off & Free Shipping

American Blinds and Wallpaper
Offering wallpaper, curtains, framed art, lighting, paint, blinds and shutters, area rugs and home accents.
www.decoratetoday.com - Similar pages

American Blinds - coupons, online deals, discount coupon codes ...
Save 25-85% off retail prices at American Blinds.com! - American Blinds has all the home decorating products your customers are looking for.
www.fabulousavings.com/online/us/americanblinds/ - 82k - Cached - Similar pages

Target: Home American Blinds Wallpaper + More
Target: Home: American Blinds, Wallpaper + More. Wallpaper + Fabric - Blinds + Shutters - Curtains - Custom made-to-order Window Treatments ...
www.target.com/gp/browse.html?_encoding=UTF8&node=3944011 - 63k - Cached - Similar pages

National Federation of the Blind, blind, blindness, visually impaired
Fosters self-respect and self-expression of blind and visually-impaired people. ... America's Jobline - Consumer Electronics - Online Education Program ...
www.nfb.org/ - 27k - Cached - Similar pages

American Drapery and Blinds: Window Coverings, Drapery, Vertical ...
American Drapery and Blinds is a manufacturer of 100% American Made commercial grade drapery, horizontal mini blinds, vertical blinds, and drapery rods.
www.americandrapery.com/ - 40k - Cached - Similar pages

John Battelle's Searchblog: Update: American Blind Files Suit
Update: American Blind Files Suit. Trademark issue is heating up again, CNET reports...in essence, American Blind is not waiting for resolution on Google's ...
battellemedia.com/archives/000282.php - 36k - Cached - Similar pages

John Battelle's Searchblog: News: American Blinds Case: Motion to ...
The court upheld American Blind's rights to continue its case on claims of ... American Blind Vs. Google Trademark Case To Go Forward from Search Engine ...
battellemedia.com/archives/001378.php - 42k - May 5, 2006 - Cached - Similar pages

Keyword Advertising: American Blinds and Wallpaper Factory v Google
The search company Google, Inc. has been sued by American Blinds and ... However, the American Blinds case presents an interesting problem that must address ...
jip.kentlaw.edu/nart/2004/A-1.htm - 13k - Cached - Similar pages

Technology & Marketing Law Blog: My Take on Google v. American Blinds
American Blinds & Wallpaper Factory, 2005 WL 832398 (ND Cal. ... Google moved to dismiss American Blind's claims, and the judge is required to apply a high ...
blog.enr.goldman.org/archives/2005/04/my_take_on_goog.htm - 20k - Cached - Similar pages

American Blinds, Wallpaper & More coupons and promotional codes ...
Find the most recent promotions, specials, closeouts, discounts for American Blinds.

Done 172.16.29.249 0 bytes 12184 26

9 Items All folders are up to PIVO PTO

ABWF 048698

DAWDA, MANN, MULCAHY & SADLER

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), is made and effective this ___ day of May, 2006 (the "Effective Date"), among American Blind and Wallpaper Factory, Inc. ("ABWF"), a Delaware corporation with its principal place of business located at 909 North Sheldon Road, Plymouth, Michigan, 48170, U.S.A. and Edge Marketing FZE., a United Arab Emirates Company, with its principal place of business located in Dubai. In consideration of the mutual promises, and other consideration set forth or referenced herein, the parties hereto acknowledge and agree as follows:

"Prohibited ABWF Marks" shall mean:

- (a) American Blind(s) and Wallpaper(s) Factory;
- (b) American Blind(s) and Wallpaper(s) Factories;
- (c) American Blind(s);
- (d) American Blind(s), Wallpaper(s) & More;
- (e) American Blind(s) Factory;
- (f) American Blind(s) Factories;
- (g) American Wallpaper(s) Factory;
- (h) American Wallpaper(s) Factories;
- (i) American Blind(s) and Wallpaper(s);
- (j) American Wallpaper(s); and
- (k) Decoratetoday or Decorate(s) Today.

2. "Web Site" shall mean any web site directly or indirectly owned or controlled by Edge Marketing FZE.

3. Edge Marketing FZE I hereby agrees that within two (2) days of the Effective Date, it shall terminate all contracts, agreements or arrangements with any search engine whereby that search engine shall list a Web Site in response to a search using any of the Prohibited ABWF Marks (a "Search").

4. Edge Marketing FZE hereby agrees that it shall not from the Effective Date forward, directly or indirectly, enter into or maintain any contract, agreement or arrangement with any search engine whereby that search engine shall list a Web Site in response to a Search.

5. Edge Marketing FZE hereby agrees that within two (2) days of the Effective Date, it shall identify the Prohibited ABWF Marks as negative keywords on all search engines with which Edge Marketing FZE has a contract, agreement or arrangement to display a Web Site.

6. Edge Marketing FZE hereby agrees that it shall not from the Effective Date forward, directly or indirectly, use any of the Prohibited ABWF Marks in the content, post-domain path and/or metatags of a Web Site.

7. Edge Marketing FZE completely and unconditionally releases and discharges ABWF and its subsidiaries, successors, assigns, affiliates, employees, officers, directors, and outside counsel, from all causes of action, proceedings, law suits, charges, complaints, claims, debts, demands, liabilities and other obligations whatsoever, whether known or unknown, suspected or unsuspected, claimed or unclaimed, that could have been brought as of the Effective Date, including any claims relating to any negotiations, inquiries or investigations related thereto, from the beginning of time up to the Effective Date.

8. ABWF completely and unconditionally releases and discharges Edge Marketing FZE from all causes of action, proceedings, law suits, charges, complaints, claims, debts, demands, liabilities

ABWF 048699

DAWDA, MANN, MULCAHY & SADLER

and other obligations whatsoever, whether known or unknown, suspected or unsuspected, claimed or unclaimed, that could have been brought as of the Effective Date, including any claims relating to any negotiations, inquiries or investigations related thereto, from the beginning of time up to the Effective Date; provided, however, that the foregoing release does not constitute a waiver or release by ABWF of any rights or claims that may arise after the Effective Date.

9. In addition to any other remedies which may be available, Edge Marketing FZE agrees that upon a breach by it of this Agreement, ABWF shall be entitled to seek specific performance hereof and obtain a permanent injunction against Edge Marketing FZE. In addition, Edge Marketing FZE agrees, upon a breach by it of this Agreement, that ABWF shall be entitled to liquidated damages in the amount of Ten Thousand Dollars (\$10,000) per occurrence, and entitled to recover all costs and expenses incurred by ABWF in enforcing the terms of this Agreement, including but not limited to, reasonable attorneys' fees and court costs from Edge Marketing FZE. For purposes herein, each day on which any of the foregoing paragraphs 3 through 6 is breached shall constitute a single "occurrence".

10. Each party hereto hereby acknowledges and agrees that the existence of this Agreement and the terms set forth herein shall be strictly confidential. Each party agrees that neither it nor its respective officers, directors, employees, agents, contractors or advisors shall disclose the existence or terms of this Agreement to any third party. Each party shall use best efforts to protect the secrecy of and avoid disclosure of the existence or terms of this Agreement.

11. The parties agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan located in the United States of America (without regard to Michigan's choice or conflict of laws provisions) and/or federal law, as warranted. The parties further agree that in the event of a breach or threatened breach in connection with or any dispute relating to this Agreement or the subject matter thereof, shall be brought exclusively in the United States District Court sitting in Wayne County, Michigan, U.S.A. that such court may exercise subject matter and personal jurisdiction over such disputes and the parties hereto, and that Edge Marketing FZE expressly waives any objections to jurisdiction or venue therein.

12. This Agreement reflects the entire understanding and agreement among the parties hereto with respect to the subject hereof. The parties acknowledge and agree that neither of them has made any promise or agreement other than as expressed in this Agreement.

13. This Agreement may not be amended or modified except upon the written agreement of the undersigned parties.

14. If any provision of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

15. This Agreement may be executed in counterparts, each of which when executed shall constitute an original. Signatures by facsimile shall be accepted as binding.

[Signatures appear on the following page]

ABWF 048700

DAWDA, MANN, MULCAHY & SADLER

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement this ____ day of May, 2006.

**AMERICAN BLIND AND WALLPAPER
FACTORY, INC.**, a Delaware corporation

By: Steve Katzman

Title: President

EDGE MARKETING FZE
a United Arab Emirates Company

By: _____

Title: _____

ABWF 048701