### Exhibit A

Groupon, Inc. v. Groupocity, LL

Ooc. 1 Att. 1

# United States of America United States Patent and Trademark Office

#### **GROUPON**

Reg. No. 3,685,954 THE POINT, INC. (DELAWARE CORPORATION)
Registered Sep. 22, 2009 600 WEST CHICAGO AVENUE
CHICAGO, IL 60654

Int. Cl.: 35 FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY PROVIDING A WEBSITE FEATURING COUPONS, REBATES, PRICE-COMPARISON INFORMATION, PRODUCT REVIEWS, LINKS TO THE RETAIL WEBSITES OF OTHERS, AND DISCOUNT INFORMATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

PRINCIPAL REGISTER

FIRST USE 10-21-2008; IN COMMERCE 10-21-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,513,882.

SER. NO. 77-687,604, FILED 3-10-2009.

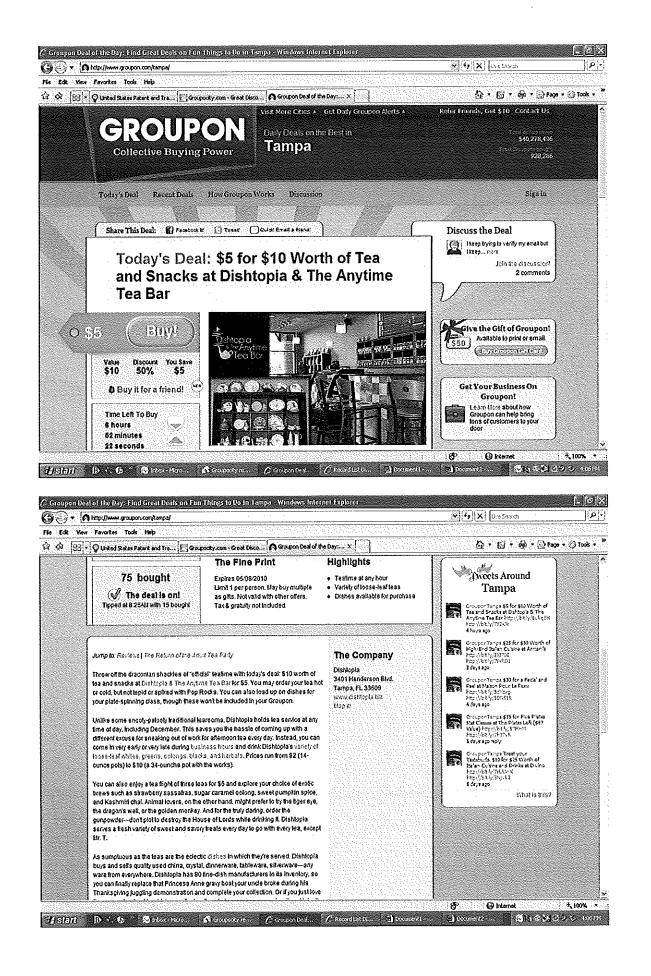
JASON TURNER, EXAMINING ATTORNEY

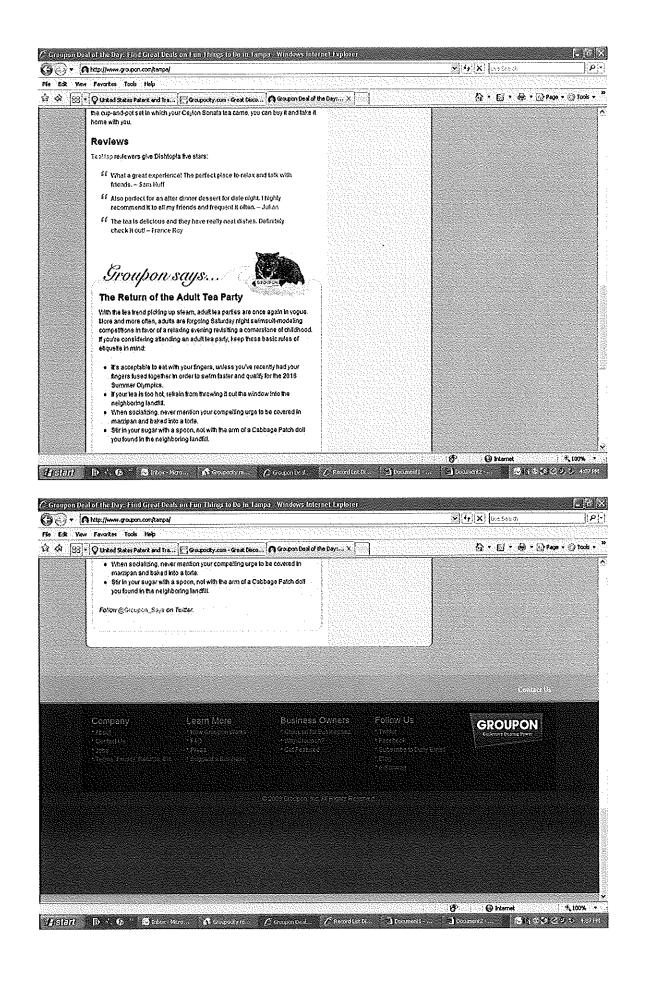


David J. Kappas

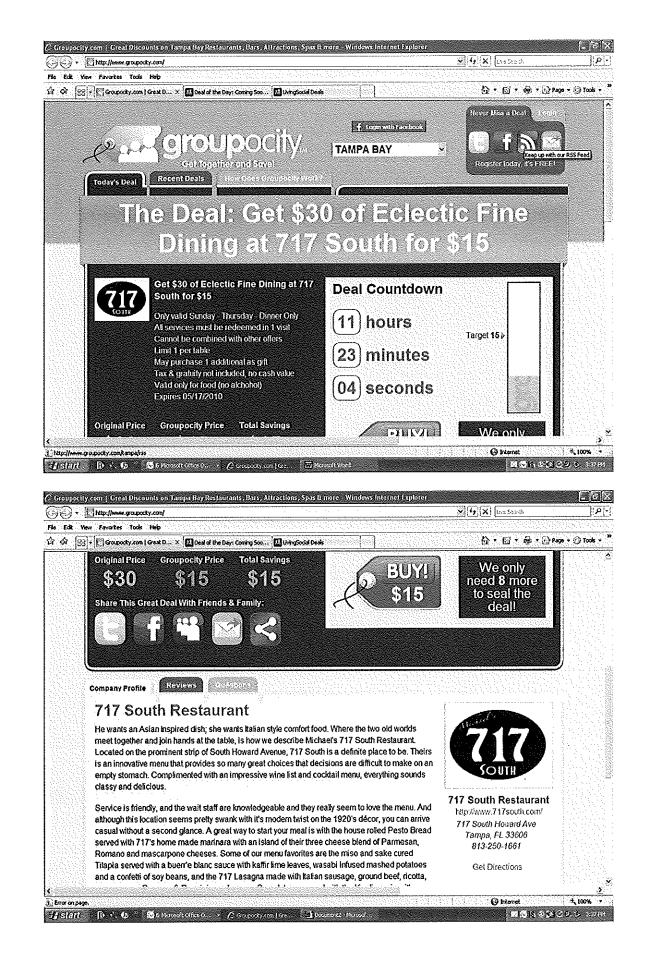
Director of the United States Patent and Trademark Office

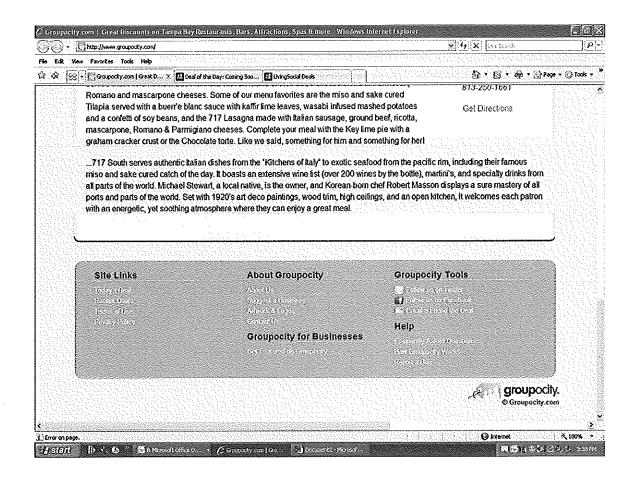
#### Exhibit B





## Exhibit C





#### Exhibit D



Jeffrey A. Pine 312-673-0342

November 25, 2009

Via Email: support@groupocity.com CONFIRMATION COPY BY U.S. MAIL 150 South Wacker Drive Suite 620 Chicago, Illinois 60606

312-673-0360 (tel) 312-673-0361 (fax)

www.vp-law.com

Mr. Chad Jaquays
President and CEO
GROUPOCITY, LLC
5010 West Carmen Street, Suite 2160
Tampa, Florida 33609

Re:

Infringement of Groupon system

Our Ref.: 5060/2

Dear Mr. Jaquays:

We represent Groupon, Inc. and The Point, Inc. in their intellectual property matters. It has been brought to our attention that you have begun providing offers over the Internet under the www.groupocity.com website. On your website, deals are only valid if a certain number of users apply. As you are aware, this concept was developed by Groupon and is a proprietary service owned by Groupon. The Groupon system, with which Groupocity directly competes, is the subject of a pending U.S. patent application.

As you are also aware, our client is the owner of the GROUPON and GROUP-ONS service marks, U.S. Registrations 3,685,954 and 3,513,882, respectively. These marks have been widely advertised and are well known as identifying the services offered only by our client, and have become valuable assets. From your website, it is apparent that you are purposely using marks that are confusingly similar to out client's marks for services not only similar to, but indeed the same as, those services provided by our client with its marks.

Given that your service mark is so similar to our client's mark, and in light of the similarity or outright identicality in the types of services at issue, your unauthorized use of our client's valuable service mark is likely to cause confusion or misunderstanding as to source, sponsorship or approval of your services. Your unauthorized use constitutes unfair competition, dilution and a willful violation of our client's intellectual property under Federal and state laws.

This letter is also to provide you notice that the service you are now advertising is without right or license from Groupon and it includes features that were taken directly from the Groupon system, such as the location of Groupocity's headings, pictures and copying of information. Obviously, you have misappropriated Groupon's system which constitutes copyright infringement. Further, upon the issuance of Groupon's patent, your

Mr. Chad Jaquays November 25, 2009 Page 2

actions will undoubtedly constitute patent infringement. You understand that the Groupocity service, regardless of your previous knowledge of the Groupon system, would be subject to an injunction and damages at that time. Given the facts surrounding your usurpation of the Groupon system, including copyright infringement, any patent infringement determination would plainly be willful, potentially subjecting Groupocity to increased damages and attorney's fees.

In addition, your copying of Groupon's website and business model may constitute tortious interference with our client's business practice and may warrant a separate and distinct actionable offense. We are currently investigating this cause of action and, to the extent your partners are involved in or are benefiting from these misappropriations and violations of Groupon's intellectual property rights, we intend to also hold them liable for your actions.

We demand that you immediately cease and desist from the unauthorized use of Groupon's intellectual property as described above, and assure us in writing that you have permanently done so. Groupon must protect its valuable rights in its intellectual property. While it is willing to discuss resolving this matter amicably, any discussion will have to start with your agreement, in writing, that you will discontinue the infringing use of the Groupon's intellectual property. Accordingly, if we do not hear from you by December 4, 2009, we will assume that you do not wish to resolve this issue amicably and we will be forced to take whatever action we deem necessary to resolve this issue.

Very truly yours,

Jeffrey A. Pine

JAP/jms

### Exhibit E



#### ATTORNEYS AT LAW

321 NORTH CLARK STREET, SUITE 2800 CHICAGO, ILLINOIS 60654 312.832.4500 TEL 312.832.4700 FAX www.foley.com

WRITER'S DIRECT LINE 312.832.4354 hbelongia@foley.com EMAIL

December 2, 2009

CLIENT/MATTER NUMBER 096457-0101

#### VIA U.S. MAIL & ELECTRONIC MAIL (PINE@VP-LAW.COM)

Jeffrey A. Pine, Esq. Valauskas & Pine LLC 150 South Wacker Drive, Suite 620 Chicago, IL 60606

Re: Intellectual Property Claims By Groupon, Inc.

Dear Mr. Pine:

We write in response to your November 25, 2009 correspondence regarding the alleged infringement of Groupon, Inc.'s ("Groupon") intellectual property rights by Groupocity, LLC ("Groupocity"). From the outset, we assure you that Groupocity, as an intellectual property owner, respects the rights of other intellectual property owners. However, based upon our review and investigation of the facts and claims in your letter, we believe that Groupocity's website (www.groupocity.com) does not infringe any alleged intellectual property rights asserted by Groupon.

As you know, Groupocity has been using the GROUPOCITY<sup>TM</sup> mark along with the "Get Together And Save!" tagline and the group price tag logo for its services since July 2009. During that time, through Groupocity's use and advertising and promotion of its marks, Groupocity has established substantial and valuable goodwill in its marks and services.

The GROUPOCITY<sup>TM</sup> mark is suggestive in that it suggests to consumers that they can benefit from exploring and enjoying new places and things to do in their city as a group. Groupocity's services also help local merchants find new customers to whom they can market their unique, local goods and services. In contrast, Groupon is using the GROUPON mark and the "Collective Buying Power" tagline on its services. The mark is clearly a play on the common idea of a "coupon" for a group. This idea is underscored by the information presented on Groupon's website which informs the consumer that he/she will find a shiny GROUPON ticket in his/her inbox that he/she can print out and use whenever he/she wants. This concept is also illustrated by a cat on the website with a shiny, gold "GROUPON" ticket.

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Consumers are not likely to be confused by the GROUPOCITY<sup>TM</sup> and GROUPON marks for a number of reasons. First, the marks differ in composition. The GROUPOCITY™ mark contains and focuses on the term "city;" the GROUPON mark does not contain the term "city." Second, the GROUPON mark plays off the common idea of a "coupon" for a group; the GROUPOCITY<sup>TM</sup> mark does not evoke the idea of a coupon. Third, the GROUPOCITYTM mark features the tagline "Get Together And Save!" along with the group price tag logo. The tagline and group price tag logo are prominently featured along with the GROUPOCITY<sup>TM</sup> mark on Groupocity's website. In contrast, Groupon does not use a price tag logo and its tagline is "Collective Buying Power." Moreover, the GROUPON mark and tagline is featured in a shape that looks like a coupon. Additionally, the font, color, and appearance of each party's mark as displayed on their respective websites is clearly distinguishable (white/orange/green for Groupocity; gray/white for Groupon). For at least the above reasons, consumer confusion or misunderstanding as to source, sponsorship, or approval of each party's services is not likely. Furthermore, based on the information in your November 25<sup>th</sup> letter, we consider Groupon's unfair competition and dilution claims to fail for the same reasons, among others, as Groupon's trademark claim.

It is our understanding that Groupon's copyright claim is based on the alleged copying of information from Groupon's website (specifically, Groupon's privacy policy and certain terms and conditions). We disagree with your assertion and note that the copyright protection available for contracts and forms is, at best, very narrow. Nevertheless, Groupocity is continuously updating and changing its website in the ordinary course of business. We expect that some recent and anticipated changes will alleviate some of the concerns expressed in your letter. To the extent that Groupon is asserting copyright infringement for any other Groupocity materials, please provide specific details disclosing the basis for that claim.

Finally, Groupon broadly and vaguely asserts that Groupocity is infringing a pending U.S. patent application. Despite our best efforts, we were unable to locate a copy of this application. Please provide a copy of the application and an up-to-date prosecution history or the patent application number for our review and consideration in responding to Groupon's claim. Similarly, Groupon generally asserts a tortious interference claim. We are willing to review and respond to the merits of this claim once Groupon provides a basis for it.

Groupocity respects the legitimate intellectual property rights of others. However, for all the reasons stated above, we are confident that Groupocity is not infringing Groupon's alleged intellectual property rights. We are happy to further discuss this matter with you so that the parties can attempt to reach an amicable resolution.

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If you wish to discuss this matter, please feel free to contact me.

Very Truly Yours,

Heidi L. Belongia

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