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September 28, 2016  
VIA E-MAIL

Mr. David Gerrold  
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Mr. Ty Templeton  
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ComicMix LLC  
304 Main Avenue, Suite 194  
Norwalk, CT 06851

**Re: Intellectual Property Rights of Dr. Seuss Enterprises, L.P.**

Dear Messrs. Gerrold, Templeton, and Hauman:

Our firm is counsel to Dr. Seuss Enterprises, L.P. (“Dr. Seuss”) with respect to its intellectual property matters. As you know, Dr. Seuss is the creator of the iconic children’s book such as *Oh the Places You’ll Go!*, *The Cat in the Hat*, *Green Eggs and Ham*, *How the Grinch Stole Christmas!*, and other well-known children’s works. Dr. Seuss is the owner of longstanding intellectual property rights in the Dr. Seuss books and the characters featured therein, including a number of trademark and copyright registrations for the same around the world (collectively, the “Dr. Seuss Intellectual Property”). In connection therewith, Dr. Seuss has developed specific guidelines relating to any and all uses of its intellectual property, and proactively and arduously regulates all authorized (and unauthorized) use of the same.

As a result of the inherent distinctiveness of the Dr. Seuss Intellectual Property and the efforts of Dr. Seuss to finance, develop, advertise and promote the Dr. Seuss Intellectual Property over several decades, the public in general has come to know and recognize the Dr. Seuss Intellectual Property and to associate it with goods and services offered by Dr. Seuss or its authorized licensees. Dr. Seuss has thus built up extensive goodwill in connection with the Dr. Seuss Intellectual Property. As a result, the Dr. Seuss Intellectual Property is an asset of substantial value and importance to Dr. Seuss.

It has recently come to our attention that, despite Dr. Seuss’ proprietary rights in and to the Dr. Seuss Intellectual Property, you are conducting a campaign through the website <[kickstarter.com](http://kickstarter.com)> to raise funds to publish a book entitled “Oh, The, Places You’ll Boldly Go!,” which purportedly combines elements of the Star Trek franchise and prominently incorporates elements of the Dr. Seuss Intellectual Property. As you know, your use of the Dr. Seuss Intellectual Property is not authorized by Dr. Seuss. Further, it appears that you rely heavily upon the assertion that the use of the Dr. Seuss Intellectual Property would qualify as a parody, for which you believe permission or authorization is not required.

It is well-settled under U.S. copyright law for a work to qualify as a successful parody it must use some elements of a prior author’s composition to create a new one that comments on the prior author’s work. Thus, to invoke the parody defense, the alleged parody must target the original work and not merely use its style. Where the alleged parody has no critical bearing on the substance or style of the original



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composition, the parody defense fails and the author of the failed parody would face liability for copyright infringement.

In this case, we believe your reliance on the parody defense is misguided. Specifically, upon information and belief, the work "Oh, The, Places You'll Boldly Go!" is primarily (if not entirely) a Star Trek story told in a style and format that mimic's Dr. Seuss's characteristic style and other elements of the book *Oh the Places You'll Go*. Indeed, your work appears to capitalize on the fame of Dr. Seuss's works in furtherance of your own financial gain, but fails to make any comment related to the original work *Oh the Places You'll Go*—which is an essential element of any parody defense. Consequently, we believe that any attempted parody defense would be ineffective.

Without the defense of parody, your unauthorized use of the Dr. Seuss intellectual property is a violation of Dr. Seuss's rights under U.S. copyright, trademark and unfair competition laws, and could subject you to substantial liability to Dr. Seuss. Such liability could include profits and damages resulting from the unauthorized use, publication, sale and/or distribution of the Dr. Seuss Intellectual Property, as well as permanent injunctive relief. Moreover, you are certainly on notice of our client's rights in the Dr. Seuss Intellectual Property and continued use of the Dr. Seuss Intellectual Property would likely be considered willful infringement which could subject you to additional liability, including treble damages, as well as our costs and attorneys' fees in bringing a lawsuit to rectify the situation and protect the Dr. Seuss Intellectual Property.

In addition, Dr. Seuss would like to note that it has successfully defeated claims of parody in the past with respect to other unauthorized uses of its intellectual property. While Dr. Seuss prefers to resolve this matter without resort to litigation, Dr. Seuss is prepared to take whatever steps necessary to protect its rights in and to the Dr. Seuss Intellectual Property.

As the owner of the Dr. Seuss Intellectual Property, Dr. Seuss has the obligation and the right to prevent the improper and unauthorized use of its proprietary material. As a result, we demand that you take immediate action to:

1. Cease and desist any and all current or proposed uses of the Dr. Seuss Intellectual Property, or any similar variations thereof;
2. Terminate the Kickstarter campaign at: <https://www.kickstarter.com/projects/69204320/oh-the-places-youll-boldly-go/description> and refund all money received;
3. Cease producing, or preparations to produce the work "Oh, The, Places You'll Boldly Go!," any related promotional items, or any other works that incorporate the Dr. Seuss Intellectual Property, or similar variations thereof;
4. Cease fulfilling orders for the book "Oh, The, Places You'll Boldly Go!," or any promotional items associated therewith, or any other books or items that incorporate the Dr. Seuss Intellectual Property, or similar variations thereof;
5. Remove any and all uses of the Dr. Seuss Intellectual Property, or similar variations thereof from all online uses including Kickstarter, blogs, and social media under your control;



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6. Provide a complete and detailed list of all copies of "Oh, The, Places You'll Boldly Go!," and any associated promotional materials or other items that incorporate the Dr. Seuss Intellectual Property or similar variations thereof currently in your possession; and
7. Agree to never again use the Dr. Seuss Intellectual Property without Dr. Seuss' express prior written authorization.

Due to the nature of this matter, we require your **immediate** written confirmation of compliance with the foregoing demands. If we do not receive your express written confirmation by that time, we will be forced to advise our client with respect to further legal action to resolve this matter.

This letter is made without prejudice to any other rights or remedies that may be available to Dr. Seuss. Nothing contained herein should be deemed a waiver, admission, or license by Dr. Seuss, and Dr. Seuss expressly reserves the right to assert any other factual or legal positions as additional facts come to light or as the circumstances warrant.

Sincerely,

**DLA Piper LLP (US)**

A handwritten signature in black ink, appearing to read 'RC/JS', written over a light blue horizontal line.

Ryan Compton  
James Stewart

RC/JKS

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