

THE PARTIES

2. Plaintiff, Community Trust Bancorp, Inc., is a corporation formed under the laws of the Commonwealth of Kentucky, having a place of business at 346 North Mayo Trail, Pikeville, Kentucky 41502.

3. On information and belief, Defendant Community Trust Financial Corporation is a corporation formed under the laws of the State of Louisiana and having a place of business at 1511 North Trenton Street, Ruston, Louisiana 71270.

4. On information and belief, Defendant Community Trust Bank is a Louisiana Banking Corporation having a place of business at 3921 Elm Street, Choudrant, Louisiana 71227.

JURISDICTION AND VENUE

5. This Court has original jurisdiction over the subject matter of CTBI's claims arising under the Lanham Act pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

6. This Court has personal jurisdiction over the Defendants because they advertise and/or conduct business in this District and because they committed acts of infringement and/or unfair competition in this District.

7. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because a substantial part of the acts of infringement and/or unfair competition complained of occurred and continues to occur within this District.

BACKGROUND

8. CTBI and its predecessors have provided and continue to provide high quality banking and financial services since 1903.

9. CTBI has continuously used the mark COMMUNITY TRUST[®] (“CTBI’s Mark”) in interstate commerce to promote its banking and financial services since at least as early as 1995.

10. On September 30, 1994, CTBI applied for and was ultimately issued U.S. Registration No. 1,946,537 (the “537 Registration”) on January 9, 1996, for the mark COMMUNITY TRUST[®], to identify “banking and trust management services; investment and financial management advisory services” (**Exhibit A**).

11. The ‘537 Registration is now incontestable pursuant to 15 U.S.C. §1065, providing conclusive evidence of CTBI’s ownership of the mark and of its exclusive right to use the registered mark in commerce.

12. CTBI owns the domain name ctbi.com, which points to a website promoting its banking and financial services.

13. CTBI has operated its website located at ctbi.com since at least as early as 1998.

14. CTBI’s website enables CTBI’s customers to conduct online banking, bill pay, and other financial transactions from any location having internet access.

15. On information and belief, Defendants use the marks COMMUNITY TRUST

and COMMUNITY TRUST BANK in association with banking services, as well as the trade names Community Trust Financial Corporation, Community Trust Services Corporation and Community Trust Bank.

16. Defendant Community Trust Bank is the owner of U.S. Service Mark Registration No. 3,743,528 for the mark COMMUNITY TRUST BANK & Design to identify “banking services” (the “528 Registration”).

17. Defendant Community Trust Bank is also the owner of U.S. Service Mark Registration Application Ser. No. 76/685,026 for the mark COMMUNITY TRUST BANK & Design to identify “banking services” (the “026 Application”).

18. On May 19, 2010, CTBI filed a Notice of Opposition with the U.S. Patent and Trademark Office opposing registration of the ‘026 Application and the opposition proceeding is currently suspended.

19. On May 19, 2010, CTBI also filed a Complaint in the United States District Court for the Eastern District of Kentucky, Civil Action No. 7:10-CV-00062-KKC, seeking both legal and equitable relief against Defendants for trademark/service mark/trade name infringement and unfair competition under the Lanham Act as well as related claims under the laws of the Commonwealth of Kentucky (the “Kentucky Action”).

20. In the Kentucky Action, Defendants filed a Motion to Dismiss for lack of personal jurisdiction, which was denied by the district court, but the Sixth Circuit Court of Appeals reversed the district court’s judgment finding personal jurisdiction.

21. Defendants operate a website using the domain name ctbonline.com (the “Defendants’ website”).

22. By entering the domain name ctbonline.com as an URL into an Internet web browser software program, users located anywhere in the world are able to view the Defendants’ website promoting their banking and financial services. Defendants’ website includes advertising of online banking and bill pay services. A sampling of the contents of the Defendants’ website is attached as **Exhibit B**.

23. Defendants’ Website using the domain name ctbonline.com and shown in **Exhibit B** displays the words “COMMUNITY TRUST.”

24. An individual searching the phrase “community trust bank” using the GOOGLE search engine will encounter both CTBI and Defendants’ domain names ctbi.com and ctbonline.com, as shown in **Exhibit C**.

25. On information and belief, Defendants began operating Defendants’ website in 2002.

26. On information and belief, Defendants’ website was first available online after January 9, 1996.

27. To the extent that Defendant acquired any potential territorial rights in the mark COMMUNITY TRUST and/or COMMUNITY TRUST BANK based on common law use, these potential territorial rights were frozen on January 9, 1996 (the registration date of the ‘537 Registration), and any subsequent expansion outside of this territory or in scope of the

use of the marks was unauthorized.

28. On information and belief, Defendants opened new banking center locations after January 9, 1996.

29. On information and belief, Defendant Community Trust Bank opened banking center locations in Louisiana, Mississippi and Texas after January 9, 1996.

30. Defendants' use of the marks COMMUNITY TRUST, COMMUNITY TRUST BANK and COMMUNITY TRUST BANK & designs, and the trade names Community Trust Financial Corporation, Community Trust Services Corporation and Community Trust Bank is likely to confuse consumers into believing that CTBI is the operator of the Louisiana, Mississippi, and Texas banking center locations and the website at the domain name ctbonline.com, or that CTBI sponsors, licenses, approves, or is otherwise affiliated with or benefits from the Defendants' services.

31. Defendants' infringement of CTBI's Mark has caused, is causing, and will continue to cause, a likelihood of confusion, deception and mistake on the part of consumers. This confusion has caused, is causing, and will continue to cause irreparable harm to CTBI.

32. Defendants are directly, vicariously and/or contributorily liable for the aforementioned actions.

33. CTBI has suffered harm and damages as a result of the acts of Defendants in an amount not yet determined. The harm and damages have been directly and proximately caused by the Defendants' wrongful advertising, promotion, marketing, display, sale and

offers for sale of their services using CTBI's Mark.

COUNT I
FEDERAL TRADEMARK/SERVICE MARK INFRINGEMENT (15 U.S.C. § 1114(1))

34. CTBI repeats, realleges, and incorporates herein by reference each and every allegation as set forth in Paragraphs 1-33 as if stated in full.

35. As stated above, the U.S. Patent and Trademark Office determined that CTBI's Mark met all requirements for federal registration and issued the '537 Registration, which is incontestable.

36. Defendants had constructive notice of the '537 Registration pursuant to 15 U.S.C. § 1072 at least as early as January 9, 1996.

37. Defendants have no association with CTBI, nor do Defendants have CTBI's consent to use the CTBI's Mark.

38. Notwithstanding CTBI's continuous use and its rights in the CTBI's Mark, Defendants have engaged in unauthorized use of the confusingly similar designations COMMUNITY TRUST and COMMUNITY TRUST BANK as marks to identify Defendants' banking and financial services.

39. Defendants have also engaged in unauthorized use of the confusingly similar trade names Community Trust Financial Corporation, Community Trust Services Corporation and Community Trust Bank to identify Defendants' banking and financial services.

40. Defendants have used in commerce the confusingly similar COMMUNITY TRUST and COMMUNITY TRUST BANK marks, and trade names Community Trust

Financial Corporation, Community Trust Services Corporation and Community Trust Bank in connection with the sale, distribution or advertising of Defendants' services and such use is likely to cause confusion, or to cause mistake, or to deceive in violation of 15 U.S.C. §1114(1).

41. Defendants have reproduced, counterfeited, copied or colorably imitated the '537 Registration on labels, signs, prints, packages, wrappers, receptacles, webpages, or advertisements as used in commerce upon or in connection with the sale, offering for sale, distribution or advertising of services and such use is likely to cause confusion, mistake or deception.

42. As a result of Defendants' acts of infringement as alleged above, CTBI has suffered and will continue to suffer irreparable harm in the form of damage and injury to its business, reputation, goodwill, and the strength of its marks. The injury to CTBI is and continues to be ongoing and irreparable. Upon information and belief, the acts of the Defendants have been and are committed with the intention to cause confusion, mistake and deception. An award of monetary damages alone cannot fully compensate CTBI for its injuries and CTBI lacks an adequate remedy at law. CTBI is entitled to a preliminary and permanent injunction against Defendants, as well as all other remedies available under the Lanham Act, including but not limited to, compensatory damages; disgorgement of profits; and costs of attorney's fees.

COUNT II

FALSE DESIGNATION OF ORIGIN UNDER THE LANHAM ACT (15 U.S.C. § 1125(a))

43. CTBI realleges and incorporates herein by reference each and every allegation set forth in Paragraphs 1-42 as if stated in full.

44. Defendants' unauthorized use of the marks COMMUNITY TRUST, COMMUNITY TRUST BANK, and trade names Community Trust Financial Corporation, Community Trust Services Corporation and Community Trust Bank, in connection with banking and financial services constitutes use in commerce of false designations of origin, false and misleading descriptions of fact, and false and misleading representations of fact, which are likely to cause confusion, or cause mistake, or to deceive the public as to the affiliation, connection, or association of Defendants with CTBI, or as to the origin, sponsorship, or approval of Defendants' services or commercial activities by CTBI, in violation of 15 U.S.C. §§ 1125(a)(1).

45. On information and belief, Defendants' acts of infringement complained of herein were intended to cause and are likely to cause confusion and deception of the public, including misleading prospective customers as to the true source, connection, sponsorship, affiliation or approval of Defendants' services, and have been committed in reckless disregard of CTBI's rights, of which Defendants had notice.

46. As a result of Defendants' acts of infringement, CTBI has suffered and will continue to suffer damages and irreparable harm in the form of damage and injury to its business, reputation, and goodwill, and will continue to do so unless Defendants are

preliminarily and permanently restrained and enjoined by this Court from further violating its rights.

COUNT III
CANCELLATION OF U.S. REGISTRATION NO. 3,743,528 UNDER 15 U.S.C. §1119

47. CTBI realleges and incorporates herein by reference each and every allegation set forth in Paragraphs 1-46 as if stated in full.

48. Defendant Community Trust Bank is the identified owner of U.S. Service Mark Registration No. 3,743,528 for the mark COMMUNITY TRUST BANK & Design to identify “banking services” (the “528 Registration”).

49. The services identified in CTBI’s ‘537 Registration and Defendant Community Trust Bank’s ‘528 Registration are identical in that both registrations identify “banking services.”

50. Given the fact that the services are identical, the channels of trade and purchasers are presumed to be the same.

51. Defendant’s mark in the ‘528 Registration subsumes the entirety of CTBI’s Mark in the ‘537 Registration.

52. The words or terms of the mark in the ‘528 Registration include only those which make up the entirety of the mark in the ‘537 Registration, i.e., COMMUNITY TRUST, and the word/term BANK.

53. The word/term BANK in the ‘528 Registration is a generic term when used in association with banking services.

54. The mark in the '528 Registration is confusingly similar in sight, sound, connotation, and overall commercial impression with the mark in the '537 Registration.

55. The mark in the '528 Registration so resembles the mark in the '537 Registration as to be likely, when used in connection with Defendant Community Trust Bank's services to cause confusion, to cause mistake, and/or to deceive.

56. The mark in the '528 Registration falsely suggests a connection between Defendant Community Trust Bank and CTBI.

PRAYER FOR RELIEF

WHEREFORE, CTBI respectfully demands that this Court:

A. Pursuant to 15 U.S.C. §1116, issue a preliminary injunction and thereafter a permanent injunction restraining and enjoining Defendants and any principals, officers, agents, servants, employees, attorneys, representatives, successors and assigns of Defendants, and all those in privity, concert or participation with Defendants, from:

1. imitating, copying, duplicating, or otherwise making unauthorized use of COMMUNITY TRUST[®], Community Trust Financial Corporation, Community Trust Services Corporation, Community Trust, Community Trust Bank or any version thereof, in connection with the description, marketing, promotion, advertising, sale, or offer for sale of any goods or services, as a trade name, domain name, or otherwise;

2. using any false designation of origin or description that can or is likely to lead the trade or public, or individual members thereof, to believe mistakenly that any

product or service advertised, promoted, offered or sold by Defendants is sponsored, endorsed, connected with, approved, or authorized by CTBI;

3. causing likelihood of confusion or injury to CTBI's business reputation and to the distinctiveness of the mark COMMUNITY TRUST[®], or the trade name Community Trust Bancorp, Inc.;

4. engaging in any other activity constituting unfair competition or infringement of the marks COMMUNITY TRUST[®], or the trade name Community Trust Bancorp, Inc.;

5. destroying or otherwise disposing of any infringing products or advertisements, or any documents pertaining to them or their acquisition or to any sales or transfer heretofore made; and

6. assisting, aiding, or abetting any person or entity in engaging or performing any activity enumerated in paragraphs A(1) through A(5) above.

B. Issue an order that all rights in CTBI's '537 Registration are valid, enforceable and have been infringed by Defendants unauthorized acts and that Defendants' above-described unauthorized acts constitute federal unfair competition and trademark infringement or are a violation of other relevant federal laws and regulations.

C. Issue an order canceling the '528 Registration under 15 U.S.C. §1119.

D. Issue an order requiring Defendants and any principals, officers, agents, servants, employees, attorneys, successors, and assigns, and all those in active privity or

concert with Defendants who receive actual notice of said order, to deliver to CTBI for destruction all infringing merchandise, advertisements, signage, or otherwise, in their possession or under their control which bears unauthorized simulations, copies or colorable imitations of CTBI's Mark, pursuant to 15 U.S.C. §1118.

E. Issue an order requiring recall of any infringing merchandise sold and requiring Defendants to give written notice of the injunction to all those who previously offered the infringing goods or services and those to whom the infringing goods or services have been sold.

F. Direct Defendants to file with this Court and serve on counsel for CTBI, within thirty (30) days after entry of the injunction, a written report under oath setting forth in detail the manner in which Defendants have complied with the foregoing paragraphs.

G. Find Defendants liable and award to CTBI actual and exemplary damages in an amount to be fixed by the Court in its discretion as just, including all damages of any kind sustained by CTBI resulting from Defendants' infringement and unfair competition.

H. Order an accounting and render judgment against Defendants for all profits wrongfully derived by reason of their infringement and unfair competition pursuant to 15 U.S.C. §1114(1) and 15 U.S.C. § 1117.

I. Award to CTBI its reasonable attorney's fees and costs.

J. Grant to CTBI such other and further relief as the Court may deem just, proper and equitable under the circumstances.

JURY DEMAND

CTBI hereby demands trial by jury on all issues.

Respectfully submitted,

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