

By Registered AD / Courier / Email



K LAW

KRISHNAMURTHY & CO.

WITHOUT PREJUDICE

11th February, 2016

Our Ref.: IP 1266 (MISC-01) BLR

Anand and Anand,
Plot No. 17A, Sector 16A,
Film City, Noida -201301

Email: email@anandandanand.com

Re. Your Legal Notice dated 16th December, 2015 titled 'Mis-use of the trademark 'HOUZZ' and our Reply dated 30th December, 2015

Dear Sirs,

We write further to your client's response dated 20th January, 2016 to the Reply dated 30th December, 2015 issued on behalf of our client, Metamarket Ventures Pvt. Ltd., to the Notice dated 16th December, 2015 issued by your client.

At the outset, our client denies the contentions of your client in the said response and reiterates its contentions in the Reply dated 30th December, 2015 and the same are not being repeated for the sake of brevity.

Our client reiterates that the marks HOUZIFY and HOUSIFY were honestly invented and adopted by our client without reference to any third party marks and the same are completely dissimilar from your client's alleged mark HOUZZ. The text and colour scheme used on our client's website is also different from that on your client's website and your client's allegations in this regard are incorrect and denied. As regards the actions allegedly

4th Floor Prestige Takt
No.23 Kasturba Road Cross
Bangalore 560 001
T +91 80 41757500
F +91 80 41758000

No.96 9th Floor
Free Press House
215 Nariman Point
Mumbai 400 021
T +91 22 67492595 / 67492596
F +91 22 67492593

New No.08 Old No. 63/1
4th Street Padmanabha Nagar
Adyar
Chennai 600 020
T +91 44 42142952

A-41 Himalaya House
4th Floor
23 Kasturba Gandhi Marg
New Delhi 110 001
T +91 011 43884300



K LAW
KRISHNAMURTHY & CO.

taken by your client against third parties, the same are irrelevant to the matter at hand for the following reasons –

1. The marks HOUZIFY and HOUSIFY bear no similarity to your client's alleged mark HOUZZ; and
2. Your client has not addressed almost any of the marks in the list mentioned in our client's Reply dated 30th December, 2015.

Without entering into the merits of the matter any further, our client believes that amicable resolution of this matter is possible and with this view in mind, proposes the following:

- (i) Our client would be willing to change the representation of its mark HOUZIFY to a font which is different from the current representation.
- (ii) Our client may be amenable to placing a disclaimer for a period of three (3) months stating "HOUZIFY, a brand of Metamarket Ventures Pvt. Ltd. has no connection with Houzz, Inc., USA, in any manner whatsoever." in the following places:
 - (a) the Terms of Use section on our client's website, www.houzify.com; and
 - (b) description of the App available for download on the Google and iPhone app stores.

Our client looks forward to receiving your client's confirmation on the above for an early resolution of the matter.

No statement contained in this letter should be construed as waiving of or otherwise prejudicing our client's rights to seek an appropriate legal remedy in the event this matter is not amicably resolved.

Yours sincerely,


Nikhil Krishnamurthy
Senior Partner

for