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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BED BATH & BEYOND INC. and
BED BATH & BEYOND
PROCUREMENT CO. INC.,

Plaintiffs,

Vs.

GENEROUS GENIE, REWARD
AMAZON, VC E-COMMERCE
SOLUTIONS NETWORK,
NAMECHEAP.COM, EYELYNX, INC.
WEBBYTE SOLUTIONS, JASON
BOEHLE, MEDIA BREAKAWAY, LLC,
INTEGRACLICK, INC. and DOES 1-
10,

Defendants.

Civil Action No. 07-2105(JLL)(CCC)

**ANSWER TO THE FIRST AMENDED
COMPLAINT AND CROSSCLAIM**

(ELECTRONICALLY FILED)

Defendant IntegraClick, Inc. ("IntegraClick"), by and through its attorneys, Morgan Melhuish Abrutyn, as and for its Answer to Plaintiffs' First Amended Complaint and Demand for Trial by Jury (the "FAC"), alleges as follows:

NATURE OF THE SUIT

IntegraClick denies the actions alleged in the introductory paragraph of the FAC.

PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 1 of the FAC. To the extent that a response is required, IntegraClick denies same.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 2 of the FAC. To the extent that a response is required, IntegraClick denies same.

3. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 3 of the FAC. To the extent that a response is required, IntegraClick denies same.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 4 of the FAC. To the extent that a response is required, IntegraClick denies same.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 5 of the FAC. To the extent that a response is required, IntegraClick denies same.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 6 of the FAC. To the extent that a response is required, IntegraClick denies same.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 7 of the FAC. To the extent that a response is required, IntegraClick denies same.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 8 of the FAC. To the extent that a response is required, IntegraClick denies same.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 9 of the FAC. To the extent that a response is required, IntegraClick denies same.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 10 of the FAC. To the extent that a response is required, IntegraClick denies same.

11. Admits the allegation contained in paragraph 11 of the FAC.

12. Denies the allegation contained in paragraph 12 of the FAC.

JURISDICTION AND VENUE

13. The allegations contained in paragraph 13 of the FAC call for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

14. The allegations contained in paragraph 14 of the FAC call for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 15 of the FAC. To the extent that a response is required, IntegraClick denies same.

16. The allegations contained in paragraph 16 of the FAC call for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

BACKGROUND
Bed Bath & Beyond's Registered Trademark Rights

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 17 of the FAC. To the extent that a response is required, IntegraClick denies same.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 18 of the FAC. To the extent that a response is required, IntegraClick denies same.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 19 of the FAC. To the extent that a response is required, IntegraClick denies same.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 20 of the FAC. To the extent that a response is required, IntegraClick denies same.

21. The allegation contained in paragraph 21 of the FAC relating to the alleged fame of the BBB Marks calls for a conclusion of law to which no response is required. IntegraClick denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 21 of the FAC. To the extent that a response is required, IntegraClick denies same.

22. The allegation contained in paragraph 22 of the FAC relating to the alleged fame of the BBB Marks calls for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

Defendants' Wrongful Conduct

23. Denies the allegations contained in paragraph 23 of the FAC.

24. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 24 of the FAC. To the extent that a response is required, IntegraClick denies same.

25. Denies knowledge or information sufficient to form a belief as to the truth of the allegation contained in paragraph 25 of the FAC. To the extent that a response is required, IntegraClick denies same.

26. The allegations contained in paragraph 26 of the call for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

27. Denies the allegations contained in paragraph 27 of the FAC.

FIRST CLAIM FOR RELIEF
Trademark Infringement In Violation of 15 U.S.C. § 1114(1)

28. IntegraClick incorporates by reference each and every foregoing paragraph as if fully set forth herein.

29. Denies the allegations contained in paragraph 29 of the FAC.

30. Denies the allegations contained in paragraph 30 of the FAC.

31. Denies the allegations contained in paragraph 31 of the FAC.

32. The allegation contained in paragraph 32 of the FAC calls for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

SECOND CLAIM FOR RELIEF
False Designation of Origin & Unfair Competition In Violation of 15 U.S.C.
§ 1125(a)

33. IntegraClick incorporates by reference each and every foregoing paragraph as if fully set forth herein.

34. Denies the allegations contained in paragraph 34 of the FAC.

35. Denies the allegations contained in paragraph 35 of the FAC.

36. Denies the allegations contained in paragraph 36 of the FAC.

37. Denies the allegations contained in paragraph 37 of the FAC.

38. The allegation contained in paragraph 38 of the FAC calls for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

THIRD CLAIM FOR RELIEF
Common Law Unfair Competition

39. IntegraClick incorporates by reference each and every foregoing paragraph as if fully set forth herein.

40. Denies the allegations contained in paragraph 40 of the FAC.

41. Denies the allegations contained in paragraph 41 of the FAC.

42. Denies the allegations contained in paragraph 42 of the FAC.

43. Denies the allegations contained in paragraph 43 of the FAC.

44. Denies the allegations contained in paragraph 44 of the FAC.

45. The allegation contained in paragraph 45 of the FAC calls for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

FOURTH CLAIM FOR RELIEF
Unfair Competition Under N.J.S.A. § 56:4-1

46. IntegraClick incorporates by reference each and every foregoing paragraph as if fully set forth herein.

47. Denies the allegations contained in paragraph 47 of the FAC.

48. Denies the allegations contained in paragraph 48 of the FAC.

49. Denies the allegations contained in paragraph 49 of the FAC.

50. Denies the allegations contained in paragraph 50 of the FAC.

51. The allegation contained in paragraph 51 of the FAC calls for a conclusion of law to which no response is required. To the extent that a response is required, IntegraClick denies same.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

Plaintiffs' have failed to state a cause of action upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

Any loss, injury or damage allegedly incurred by Plaintiffs was proximately caused by the acts of third parties or non-parties whom IntegraClick neither controlled nor had the right to control.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

This Court lacks personal jurisdiction over IntegraClick.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Venue is improper.

JURY TRIAL DEMAND

A jury trial is demanded as to all issues raised in plaintiffs' Complaint.

CROSSCLAIM

Defendant Integraclick, Inc., by way of Crossclaim against all co-defendants, say:

1. While denying that it is in any way obligated or liable under the claims for relief asserted against it, this defendant alleges that:

a. Any obligation imposed upon it to respond in damages could only be as a result of operation of law based upon liability technical, imputed or implied whereas the actual fault or negligence was against the party or parties against whom this claim is asserted.

b. Any obligation of this defendant to respond in damages is based upon a breach of contract whereas the causative act or failure to act was that of the party or parties against whom this claim is asserted.

c. The party or parties against whom this claim is asserted are obligated under the terms and provisions of the Joint Tortfeasors Contribution Act (N.J.S. 2A:53A, et seq.) for their pro-rata share of any judgment.

d. This defendant is entitled to a determination of the percentage shares of responsibility of all tortfeasors whose fault contributed to the claimed injuries and damages, as the obligation, if any, of this defendant to respond in damages should not exceed its percentage share.

e. Arising out of the relationship between the parties is a contractual obligation entitling this defendant to indemnification from the party or parties against whom this claim is asserted.

WHEREFORE, this defendant demands judgment of restitution, indemnity, contribution, or apportionment of responsibility from the parties or party against whom this claim is asserted.

MORGAN MELHUISE ABRUTYN
Attorneys for Defendant,
Integraclick, Inc.

/s/ Meredith Kaplan Stoma
By: MEREDITH KAPLAN STOMA

Dated: August 30, 2007

CERTIFICATION

Pursuant to L. Civ. R. 11.2, I hereby certify that the within action is not the subject of any other action pending in any Court, or of any pending arbitration or administrative proceeding.

CERTIFICATION OF SERVICE

I hereby certify that a copy of the within document has been filed with the clerk of the captioned court, and a copy of same was served upon all interested attorneys listed below within the period of time allowed in accordance with the Rules of Court:

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MORGAN MELHUIISH ABRUTYN
Attorneys for Defendant,
Integraclick, Inc.

/s/ **Meredith Kaplan Stoma**
By: MEREDITH KAPLAN STOMA

Dated: August 30, 2007

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