

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

OverDrive, Inc.,	)	
	)	
Plaintiff,	)	CASE NO.
	)	
v.	)	JURY TRIAL DEMANDED
	)	
OpenAI OpCo, LLC,	)	
	)	
Defendant.	)	
_____	)	

COMPLAINT

Plaintiff OverDrive, Inc., by and through its attorneys, for its Complaint against Defendant OpenAI OpCo LLC (“*OpenAI*”), alleges as follows:

PRELIMINARY STATEMENT

1. Schools, teachers, and parents are voicing concern over a significant threat of harm to children. For the past seven-plus years, OverDrive’s SORA[®] solution has successfully served pre-K-12 students by allowing them to access (at-no-cost to them) a controlled, managed collection of ebooks, audiobooks, read-alongs, and other digital content from their school’s library. OpenAI’s recently launched AI text-to-video generation software app under the exact same name, Sora, using a confusingly similar icon, color palette, and visual identity, infringes OverDrive’s trademark rights and damages the integrity of the SORA brand, which is built on trust, safety, and educational value. If immediate steps are not taken to protect children from being confused between OverDrive’s SORA app and OpenAI’s Sora app, schools have indicated that they will have no choice but to take their own steps to do so—by discontinuing their use of OverDrive’s SORA app and taking away a valuable tool that students, teachers, and staff have used to increase literacy through age-appropriate content. To date, OpenAI has been unwilling to heed well-grounded

concerns about the risk of confusion and harm to children. Thus, OverDrive respectfully seeks the assistance of this Court.

2. This is an action for infringement of OverDrive's federally-registered SORA trademark under Section 32(1) of the Lanham Act (15 U.S.C. § 1114(1)), for unfair competition and false designation of origin under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), and for substantial and related claims of trademark infringement, unfair competition, and deceptive trade practices under the statutory and common laws of the State of Ohio, all arising from OpenAI's unauthorized use of the mark Sora in connection with the marketing, advertising, promotion, distribution, and/or rendering of OpenAI's text-to-video generation software goods and services.

3. OverDrive is the leading supplier of digital access to ebooks, audiobooks, online magazines, streaming video titles, and other digital content, providing digital rights management and digital content fulfillment services for publishers, libraries, schools, corporations, non-profits, the government, the military, and book retailers. All over the world, local libraries offer millions of ebooks and audiobooks to their patrons using OverDrive's products and services to do so.

4. Serving readers in more than 100 countries, OverDrive has partnered with thousands of libraries and schools to fuel a literacy campaign, delivering inclusive, equitable access to digital content. OverDrive's digital solutions support diverse languages and formats, ensuring that every reader—regardless of age, ability, or location—can find their next great read. Its commitment to literacy transcends borders, bridging gaps in education and opportunity.

5. With SORA[®], its leading electronic reading solution for schools and their associated libraries, OverDrive has redefined how students, teachers, and communities connect with literature, learning, and leisure. Through SORA, OverDrive facilitates pre-K-12 students'

access to and enjoyment of specifically selected and vetted, age-appropriate digital content, including ebooks, audiobooks, read-alongs, picture books, magazines, digital comics, graphic novels, and more, from their school library, as well as related goods and services.

6. With SORA, OverDrive's mission is, has been, and will continue to be that it gets the right book at the right time to the right student because access to that material at that point in time can and has been shown to impact that student's academic outcome.

7. The SORA solution is not limited to serving text-only content—it displays the full contents of works, including full-color illustrations, graphics, and other images, and provides access to authorized educational videos. The SORA solution includes read-along content and other accessibility-focused features that provide an audiovisual experience.

8. On February 15, 2024, almost exactly five and a half years after OverDrive first released SORA, the for-profit artificial intelligence behemoth OpenAI announced the development of a new text-to-video generation software application that would be named Sora,¹ having filed a federal application to register the trademark just the day before. OpenAI knowingly and willfully selected and adopted the name Sora for its new software application notwithstanding OverDrive's federal registration for the SORA trademark and OverDrive's longstanding widespread, continuous, and exclusive use of the trademark for its digital reading solution.

9. That same month, OverDrive's lawyers initiated discussions with OpenAI's lawyers, expressing concern about the likelihood of confusion between the parties' anticipated overlapping use of the SORA trademark. OverDrive's concerns were resoundingly rebuffed by OpenAI. Even as recently as the beginning of this year, OpenAI maintained that there was no

¹ Although both parties use the SORA trademark in the market as "Sora" (with an initial cap), for the sake of clarity, when referring to OverDrive's SORA in this Complaint, we use all caps, and when referring to OpenAI's Sora in this Complaint, we use an initial cap.

likelihood of confusion, pointing to OpenAI's use of Sora as merely a feature of its ubiquitous ChatGPT web-based software rather than as a standalone mobile app, and the different uses in the marketplace, namely, that OverDrive's use of SORA "is accompanied by a cartoon-style animated mascot" and OpenAI's Sora "has no mascot or independent logo," and "is not presented in a cartoon-y style." OpenAI's actions, however, tell a different story and have served to not only reinforce but *increase* OverDrive's concerns.

10. Earlier this year, OpenAI's application to register the SORA trademark was issued a refusal by the US Patent and Trademark Office based on a likelihood of confusion with OverDrive's pre-existing SORA registration and one other pre-existing SORA registration owned by a third party. While OpenAI was able to overcome the refusal, OverDrive has opposed OpenAI's application before the US Trademark Trial and Appeal Board. The opposition is currently pending.

11. Within just the past two months alone, OpenAI launched Sora as a standalone mobile app, available in both the Apple App Store and Google Play. At or around the same time as its mobile app launch, OpenAI adopted and began using a logo for its Sora software that appears to have been designed to create additional confusion in the marketplace rather than ameliorate it. The Sora logo is a "cute" anthropomorphic cloud, with large oval shaped eyes that feature star designs. Similarly, OverDrive's SORA logo and mascot is a "cute" anthropomorphic rocket whose eyes appear in a large oval shape and is often depicted with star designs. The parties' respective logos also use very similar, if not identical, shades of blue. OpenAI's Sora logo appears in the icon of its Sora mobile app and as a visible watermark on all videos generated by OpenAI's Sora software.

12. Since OpenAI's adoption of Sora, OverDrive has received an increasing number of questions and concerns about OverDrive's affiliation with, or connection to, OpenAI's Sora. Consumers have been actually confused between SORA and Sora—OpenAI's customers have contacted OverDrive with questions about Sora accounts and technical issues. And numerous online publications have flagged the risk of confusion between OverDrive's and OpenAI's "Sora" names and products.

13. OverDrive brings this lawsuit to protect consumers, especially children, and OverDrive's goodwill in the SORA trademark. If OpenAI's Sora app remains available, increasing instances of confusion among students, teachers, and librarians are not only likely but inevitable. OverDrive seeks both injunctive and monetary relief to address and prevent those ongoing and future instances of confusion and to compensate it for the harm it has suffered and continues to suffer as a result of OpenAI's unlawful conduct and the confusion it has already created.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b), and 15 U.S.C. § 1121, as this action arises under the Lanham Act.

15. This Court has supplemental jurisdiction over OverDrive's state law claims pursuant to 28 U.S.C. § 1367.

16. Venue is proper in this District under 28 U.S.C. § 1391(b) because OpenAI does business in this District, a substantial part of the events giving rise to OverDrive's claims occurred in this District, and a substantial part of property that is subject to the action is situated in this District. The injuries alleged herein from OpenAI's infringement of OverDrive's SORA trademark and the other unlawful conduct alleged herein foreseeably occurred in this District because OverDrive's headquarters is in this District.

THE PARTIES

17. OverDrive is a public benefit corporation that is incorporated in the State of Delaware, with its principal place of business at One OverDrive Way, Cleveland, Ohio 44125. OverDrive is proud to be a certified B Corporation. Otherwise known as a “B Corp,” a Certified B Corporation is a business certified to have demonstrated certain high standards established by the non-profit B Lab.

18. On information and belief, OpenAI OpCo LLC is a Delaware limited liability company, with its principal place of business at 1455 3rd Street, San Francisco, California 94158, and is registered with the Ohio Secretary of State to do business in Ohio.

FACTS

A. OverDrive and Its SORA and SORA Icon Trademarks

19. OverDrive is highly regarded as a beacon of innovation in the digital content and technology industry, empowering millions around the globe with seamless access to books, audiobooks, and educational resources.

20. OverDrive is home to a number of digital solutions that provide access to reading and education. Over the course of approximately 40 years, OverDrive has amassed the largest global collection of e-books, audiobooks, online magazines, and other digital media (including streaming video titles) for libraries, schools, government, and retailers worldwide. OverDrive is the market leader in borrowing electronic and digital media and content from libraries.

21. From integrating AI-driven recommendations to supporting classroom learning, OverDrive continues to push boundaries, making digital learning more engaging, personalized, and powerful than ever before.

22. Founded in 1986 in Cleveland, Ohio, Steve Potash, an attorney, had a vision to simplify access to information and initially focused on digitizing law books. As the internet and digital publishing matured in the 1990s, OverDrive shifted its mission toward broader digital content distribution, recognizing the transformative potential of e-books and online media.

23. OverDrive's flagship application is LIBBY[®], which offers access to public library collections of electronic books, audiobooks, and digital magazines. OverDrive has entered into thousands of agreements with authors, publishers, agents, and public libraries to make borrowing digital books possible through the LIBBY app. Through LIBBY, anyone with a library card can access e-books, audiobooks, and magazines, all for free. Sign in, link your library card, borrow books electronically, and read—it is that simple.

24. Simultaneously, OverDrive saw a need in the pre-K-12 education market for a similar tool for students, teachers, and staff. At the outset, OverDrive tried to adapt available tools to address this need. OverDrive ultimately identified that this market, however, required a specialized platform—SORA—to control content, provide confidence to districts, educators, and parents, and comply with specific regulatory and governance requirements, all to protect children. In August 2018, OverDrive launched the SORA app, a digital download platform for school libraries to provide pre-K-12 students access to digital titles and content.

25. OverDrive collaborates with publishers, educators, and librarians to curate expansive collections that reflect the richness of the human experience. Since its launch in 2018, SORA has given students instant access to thousands of electronic books and audiobooks, from timeless classics to trending titles. The SORA platform is a trusted cornerstone in the digital transformation of countless public and academic institutions.

26. OverDrive chose the name “Sora,” which means “sky” in Japanese, because we must “reach for the sky” to be a nation of readers. The color “sky-blue” is consistently associated with the SORA app.

27. Since OverDrive’s launch of the SORA platform, it has used a friendly character (depicted immediately below, in the iOS icon for the SORA app (the “***SORA Icon***”)), to personify its app to children. To consumers, the SORA Icon symbolizes the emboldening power that the SORA app can have on its consumers to reach new heights and accomplish milestones. For example, the SORA app offers features where children can earn achievements and milestones by reading for particular periods of time or amounts of books. In this way, the SORA Icon signifies a safe, helpful friend to help them learn and reach new heights.



28. After downloading the SORA app, students can simply log in using the account number and pin provided by their teachers and instantly access hundreds of age-appropriate e-books and other digital content on virtually any device. Students access *approximately a half-million titles or other content every single day*.

29. The SORA app levels the playing field by ensuring that every student—regardless of their background or means—has access to high-quality digital books, stories, music, curricula, and more.

30. The SORA app is also built for the classroom. With tools like reading progress tracking, assignments, and notes, the SORA app seamlessly integrates into the learning environment such that teachers gain insight and students gain independence.

31. OverDrive also has SORA training materials and educator resources on its website, including training webinars and how-to videos.

32. Designed with students in mind, the SORA app's interface is clean, fun, and easy to navigate. In fact, it's "gamified" with reading achievements and personalized recommendations to keep learners motivated and curious.

33. OverDrive has continuously used the SORA and SORA Icon trademarks for more than seven years for its digital reading platform through which pre-K-12 students are provided online access to their school libraries to enjoy age-appropriate e-books and audio books.

34. In addition to its SORA platform, OverDrive offers KANOPY®, a streaming platform for educational films and documentaries. Schools and libraries that subscribe to KANOPY often promote it alongside SORA.

35. In this way and others, OverDrive is an integrated media company, offering all three platforms, LIBBY, SORA, and KANOPY, together, alongside, or integrated with each other.

36. Used in thousands of schools worldwide, the SORA app has earned accolades for its innovation and effectiveness. OverDrive's SORA app was named by Time Magazine as one of the best 100 inventions in 2019 and is currently used by at least 60,000 schools and millions of students. OverDrive's SORA app was also named a TECH & LEARNING BEST OF SHOW winner at both the 2022 and 2023 International Society for Technology in Education shows.

37. OverDrive has gone to great lengths to ensure that its SORA platform is safe for children. The platform includes a thoughtful set of parental controls designed to give responsible adults greater visibility and influence over their child's digital reading experience.

38. Before a student even logs into the SORA app, a parent or guardian can activate what's known as "Parent Mode." This mode is protected by a six-digit PIN, which ensures that only authorized individuals can access and manage the settings. Once inside Parent Mode, parents and guardians are granted a window into their child's reading world. They can view the full catalog of books available to their child, including those offered through the school's digital collection and any linked public libraries.

39. Parents and guardians can see which books their child has checked out, what they're currently reading, and what they've read in the past. This transparency helps parents and guardians stay engaged with their child's literary interests and habits. If a parent or guardian comes across a title or series they feel is not appropriate or simply not a good fit, they can take direct action. The SORA platform allows parents and guardians to lock content, effectively preventing the student from accessing those titles. This control is effective in tailoring the reading experience to align with family values and age-appropriate content.

40. SORA is a strong, arbitrary trademark that is well known by the relevant consumers.

41. OverDrive is the owner of United States Trademark Registration No. 6,777,234 on the Principal Register in the United States Patent and Trademark Office for the SORA trademark for use in connection with "downloadable mobile application providing schools and educators with access to digital content for their students, namely, e-books and audio books from their school libraries including fiction and nonfiction works on a variety of topics" in Class 9. The SORA

registration was issued by the USPTO to OverDrive on July 5, 2022, and is based on a first use in interstate commerce as early as August 2018. A true and correct copy of the registration certificate is attached hereto as **Exhibit A**.

42. OverDrive's SORA Icon is also a strong and inherently distinctive trademark that is well known by the relevant consumers.

43. OverDrive is and has been continuously using the SORA and SORA Icon trademarks in interstate commerce in the United States in connection with high-quality electronic school library software goods and services for accessing, viewing, and engaging with digital content since at least as early as 2018.

44. OverDrive enjoys strong common law rights in the SORA and SORA Icon trademarks. These common law rights in the SORA and SORA Icon trademarks extend throughout the United States in connection with its downloadable and online non-downloadable software for students, faculty, and staff to access, view, and engage with digital content, including ebooks, audiobooks, read-alongs, picture books, magazines, digital comics, graphic novels, and more, from their school library, as well as related goods and services.

45. OverDrive has already invested millions of dollars and continues to invest substantial sums of money, as well as time, effort, and creative talent, to advertise, promote, and sell its digital reading platform for school libraries and their students under the SORA and SORA Icon trademarks.

46. As a result of the considerable time, effort, money, advertising, and promotion of the SORA trademark and its widespread and extensive use by OverDrive, OverDrive owns valid and subsisting federal statutory and common law rights to the SORA trademark.

47. As a result of OverDrive's widespread, continuous, and exclusive use of the SORA Icon trademark to identify its electronic school library software goods and services and OverDrive as their source, OverDrive owns valid and subsisting common law rights to the SORA Icon trademark.

48. As a result of OverDrive's widespread, continuous, and exclusive use and substantial investments of time, effort, and money in marketing, advertising, and promoting its electronic school library software goods and services under the SORA Icon trademark, the SORA Icon trademark has developed significant goodwill and consumer recognition.

49. OverDrive's SORA and SORA Icon trademarks are distinctive to the consuming public, as well as to the relevant industries and other interested parties.

50. OverDrive's SORA and SORA Icon trademarks have become widely and favorably known throughout the United States, and throughout the world. The SORA and SORA Icon trademarks serve as unique identifiers of OverDrive's award-winning school library digital reading platform.

51. As a direct result of the considerable time, effort, money, advertising, and promotion of the SORA and SORA Icon trademarks by OverDrive and the widespread and extensive use of the platform throughout the United States and beyond, OverDrive has so far enjoyed a substantial amount of goodwill associated with the SORA and SORA Icon trademarks.

B. OpenAI

52. OpenAI is an artificial intelligence research and commercial company headquartered in San Francisco, California. OpenAI does business throughout the United States, including within the State of Ohio and this District.

53. Founded in 2015 by Sam Altman, OpenAI has developed, licensed, and commercially released numerous AI models, applications, and tools, including ChatGPT, DALL-E text-to-image generation software, Whisper automatic speech recognition (ASR) system, and now Sora, a text-to-video model that generates realistic video clips from natural language prompts.

54. Since its founding, OpenAI has been characterized as prioritizing speed and disruption over consideration of the rights of others.

55. OpenAI has drawn ire for its *innumerable* violations of intellectual property. Business Insider wrote on October 17, 2025: “OpenAI is building a track record of using stuff it may not have the rights to use – and only backtracking once it hears from rights owners and their lawyers.”²

56. In the Summer of 2023, comedian Sarah Silverman filed a lawsuit against OpenAI alleging that OpenAI used a pirated copy of her book as training data for ChatGPT.

57. On September 19, 2023, author John Grisham and The Authors Guild sued OpenAI for copyright infringement over the alleged unauthorized use of Mr. Grisham’s and other authors’ published works to train OpenAI’s AI large language models.

58. On December 27, 2023, The New York Times sued, among others, OpenAI, together with other affiliated parties, and Microsoft Corporation for copyright infringement over the alleged unauthorized use of published works to train OpenAI’s ChatGPT. The lawsuit contends that millions of articles published by The Times were used to train OpenAI’s automated chatbots that now compete with the news outlet as a source of reliable information.

59. Now OpenAI is at it again, continuing to cross the line by incorporating even more third-party intellectual property without apparent care. On October 28, 2025, Baron App, Inc.,

² “How Many Times Can OpenAI say, ‘Oops?’”, BUSINESS INSIDER, available online at <https://www.yahoo.com/news/articles/many-times-openai-oops-163152908.html>.

d/b/a Cameo sued OpenAI in the Northern District of California for incorporating a new service called “Cameo” for personalized videos into OpenAI’s Sora app. “Cameo” is the very name that Baron App, Inc., d/b/a Cameo asserts that it cultivated into a global brand for personalized videos.

C. OpenAI’s Usurpation of SORA

60. On or about February 14, 2024, OpenAI applied to register the Sora trademark (Ser. No. 98,405,663) with the USPTO for: “downloadable computer programs and downloadable computer software for generating videos and images; downloadable computer programs and downloadable computer software for creating, generating, and editing videos and images based on natural language prompts, visual prompts, text, speech, images, and/or video; downloadable computer programs and downloadable computer software for video and image recognition, processing, analysis, understanding, and generation; downloadable computer programs and downloadable computer software for editing, organizing, modifying, transmission, uploading, downloading, and sharing of videos, images, and audio-visual material; downloadable computer programs and downloadable computer software for creating and generating text-to-video and text-to-image” in Class 9.

61. On February 15, 2024, OpenAI first released a set of AI-generated video samples and a research paper showcasing its new software, which it named “Sora.”

62. When naming its new app, OpenAI had a multitude of options to choose from. It could have chosen a name modeled after *its* flagship product, ChatGPT—something like VideoGPT. But OpenAI instead selected Sora—the very name that OverDrive has cultivated into a global brand for good, education, literacy, and equality of access to reading through years of dedicated stewardship and substantial investment.

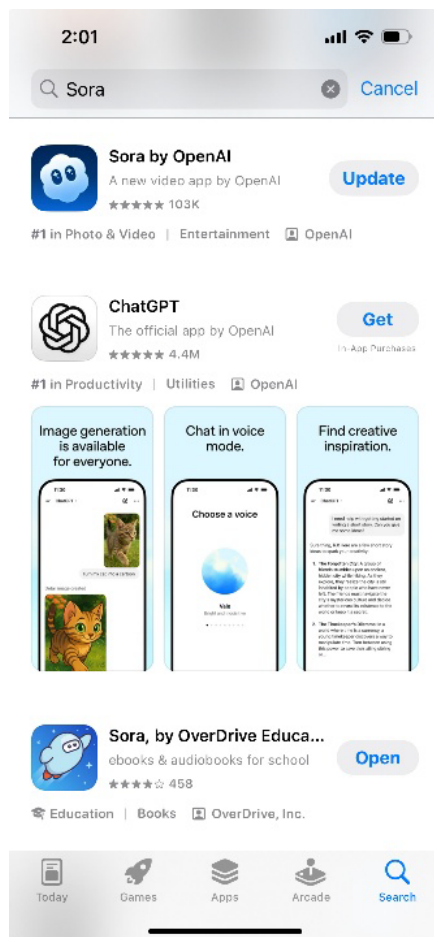
63. Over the next year, OpenAI prepared Sora for public access—it invited a select group of filmmakers, animators, designers, digital artists, and *educators* to test early versions of the Sora software. These individuals provided feedback and their insights helped shape Sora into a tool for each of their industries.

64. On December 9, 2024, OpenAI made Sora available to ChatGPT Plus and Pro users in the United States and Canada.

65. Then, on September 30, 2025, OpenAI debuted the Sora app—no longer just a feature embedded in one of its existing products, Sora became a platform—a social, creative space where users could generate, remix, and share AI-powered videos.

66. OpenAI made the Sora app available for download in the Apple App Store on iOS as Sora. The app launched as invite-only, available initially in the US and Canada, with interested users needing a referral or waitlist approval to join.

67. Within weeks, the app topped the Apple App Store charts. Indeed, when an iPhone user searches for “sora” in the Apple App Store, OpenAI’s Sora is the top result.



68. By October 30, 2025, OpenAI temporarily lifted the invitation requirement for users in the US, Canada, Japan, and South Korea.

69. On or around November 4, 2025, OpenAI expanded the Sora app to Android and additional countries, including Taiwan, Thailand, and Vietnam.

70. In the education trade channel, OpenAI's use of the Sora name, even in its initial, limited beta release, *promptly resulted in confusion* between OpenAI's Sora and OverDrive's SORA trademark.

71. On the *very day* that OpenAI first announced its Sora software, OverDrive received *immediate* feedback from librarians and teachers concerned that OpenAI's Sora would confuse students who use OverDrive's SORA app in schools.

72. Shortly after OpenAI released its Sora app to OpenAI's "Red Teaming Network" (the select group of invitees that test and help to further develop software) in mid-February 2024, a reporter e-mailed OverDrive to ask if he could do a story about OverDrive's "Sora identity crisis." "I'm not sure if I'm being original with this idea, but I'd like to chat about the Sora identity crisis your company has likely been going through since OpenAI's Sora hit the scene a few weeks ago. Whenever I search Sora, I see your company's app listed first. I'm guessing . . . there is a lot of confusion among customers."

73. A School Library Media Specialist wrote to OverDrive on March 14, 2024, "I was so confused when I saw the headline that Sora would be available for free, only to realize that it's not your Sora."

74. A Digital Media & Library Specialist in a California school district wrote to OverDrive on March 28, 2024, "OpenAI has a new feature called Sora. This program is being used in school districts, mine included. It is already causing problems and honestly, I worry that it will take away from people thinking of OverDrive's Sora."

75. Their concerns are not hypothetical. Given the recent launch by OpenAI of Sora as a standalone mobile app, it is inevitable that teachers, librarians, and pre-K-12 students who are existing or prospective users of OverDrive's SORA app will encounter OpenAI's Sora app and experience confusion.

76. As educators begin to experiment with and explore use of OpenAI's Sora software in classrooms, confusion will rise even more.

77. And third party articles tout OpenAI's potential for positive impact in the education sector notwithstanding that half the pre-K-12 schools in the United States already use OverDrive's SORA app, and more use it every single day.

D. Efforts to Resolve the SORA Identity Crisis

78. OverDrive believes that it should not be necessary for educators, librarians, students, or anyone to “need to remember not to confuse [OpenAI’s Sora] with OverDrive’s K12 digital library tool of the same name,” as one writer cautioned in a yahoo! Tech & Learning Article.³ To the contrary, OverDrive believes that it is OverDrive’s and OpenAI’s shared responsibility to take action to prevent confusion among educators, librarians, students, and the public at large.

79. Consequently, OverDrive sent letters to OpenAI and its lawyers as early as February 2024 urging OpenAI to change the name of its text-to-video software to something not confusingly similar to SORA.

80. OverDrive, through counsel, informed OpenAI of OverDrive’s prior and longstanding use of SORA for a digital app for students to access digital content from school libraries, as well as of its registration for the SORA trademark, the likelihood of confusion described herein, and the potential for OverDrive to suffer reputational harm due to a perceived association with OpenAI’s app. A true and correct copy of OverDrive’s February 23, 2024, letter to OpenAI is attached hereto as **Exhibit B**.

81. In turn, OpenAI’s lawyers responded that its Sora could peacefully coexist because of the significant differences in the function and purpose of OverDrive’s SORA app and OpenAI’s Sora software—namely, that OpenAI’s Sora would not be used by schools, educators, or in the education sector generally—and in the way the parties used their respective trademarks in the market. A true and correct copy of OpenAI’s March 1, 2024, response to OverDrive is attached

³ *Sora: What Educators Need to Know About The Video Version of ChatGPT*, YAHOO!TECH, Feb. 26, 2024, <https://tech.yahoo.com/general/articles/sora-educators-know-video-version-100049484.html>.

hereto as **Exhibit C**, and OverDrive's March 13, 2024, reply to OpenAI is attached hereto as **Exhibit D**.

82. OverDrive again wrote to OpenAI in December 2024, again expressing concern that OpenAI's Sora software appeared to be preparing to enter the educational market, and, in particular, marketed to pre-K-12 schools and libraries. OverDrive explained that confusion would ensue and made clear that both parties could not market "Sora"-named products to the same teachers, librarians, and pre-K-12 students. A true and correct copy of OverDrive's December 20, 2024, letter to OpenAI is attached hereto as **Exhibit E**.

83. Even as recently as the beginning of this year, OpenAI maintained that there was no likelihood of confusion, pointing to OpenAI's use of Sora as a feature of its ubiquitous ChatGPT web-based software rather than as a standalone mobile app, and the different uses in the marketplace. It argued that OverDrive's use of SORA "is accompanied by a cartoon-style animated mascot" and OpenAI's Sora "has no mascot or independent logo," and "is not presented in a cartoon-y style." A true and correct copy of OpenAI's January 17, 2025, response is attached hereto as **Exhibit F**.

84. Less than three weeks later, on February 3, 2025, OpenAI's application to register the Sora trademark was issued a refusal by the US Patent and Trademark Office based on a likelihood of confusion with OverDrive's pre-existing SORA registration and one other pre-existing SORA registration owned by a third party. In particular, the Examining Attorney explained that the parties' marks were identical and their respective goods and services were similar because they contain software for transmitting and accessing video content. In its August 2025 response, OpenAI deleted from its SORA trademark application the portions of its goods and services referring to "software for editing, organizing, modifying, transmission, uploading,

downloading, and sharing of videos, images, and audio visual material.” The Examining Attorney subsequently withdrew the refusal and passed OpenAI’s application to the next stage of the registration process: publication.

85. Yet, OpenAI’s Sora *is* software for editing, organizing, modifying transmission, uploading, downloading, and sharing of videos, images, and audio visual material.

86. On information and belief, OpenAI only deleted this portion of its identification to avoid the Examining Attorney’s finding and obtain a registration—not because this portion of the identification inaccurately described its Sora.

87. When the application was published, OverDrive timely filed a notice of opposition to OpenAI’s application with the Trademark Trial and Appeal Board. The opposition is currently pending.

E. OpenAI’s Deliberate Efforts That *Increase* the Likelihood of Confusion

88. Despite OverDrive’s proactive efforts to address the anticipated harm resulting from OpenAI’s use of Sora, on or around October 1, 2025, OpenAI began to use a cartoon-y mascot in conjunction with Sora and specifically directed its efforts toward the pre-K-12 educational technology market.

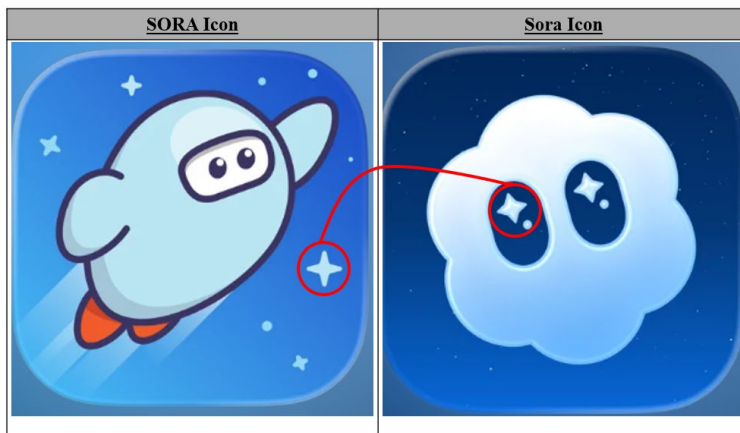
89. On or about October 1, 2025, OpenAI also began to widely use a character (depicted immediately below) in connection with its Sora app (“*Sora Icon*”).



90. On information and belief, OpenAI intentionally adopted the Sora Icon because it is confusingly similar to the SORA Icon.

91. OpenAI developed its Sora Icon after OverDrive objected to OpenAI's use of the name Sora.

92. The Sora Icon includes numerous elements that overlap with the SORA Icon, including: an outer space theme; a blue color palette; a bubble-format character; ovular eyes; a friendly appearance; and highly similar stars that are used prominently in both designs.



93. OpenAI has also specifically directed Sora to schools, educators, and children.

94. OpenAI invited teachers, instructional designers, and ed-tech innovators to test OpenAI's Sora software and provide feedback.

95. In January 2025, OpenAI released its Economic Blueprint report, whereby OpenAI advocated for generative AI to have a revolutionizing role in education.

96. In March 2025, OpenAI launched NextGenAI, a consortium of 15 research institutions focused on transforming education and accelerating research, to which OpenAI committed access to support students, educators, and researchers.

97. In July 2025, OpenAI announced the launch of the National Academy for AI instruction—an education initiative that will provide access to free AI training and curricula for all members, and priority access to OpenAI's technology and future tools, starting with pre-K-12 educators.

98. OpenAI has promoted the use of custom GPTs (generative pre-trained transformer) for educational purposes, allowing professors and instructors to build AI tutors and course assistants, which can be loaded with course content and tailored to a specific learning goal.

99. OpenAI offers multiple license subscriptions for ChatGPT and Sora to educational institutions.

F. Reputational Harm

100. There exists a certain, grave risk of reputational harm to OverDrive if the public perceives an association between OverDrive and OpenAI, believes that OverDrive and OpenAI are in business together sharing OverDrive's SORA trademark, or believes that they are in business together sharing two aspects of the same SORA trademark (one, a reader app, and two, a text-to-video app).

101. OverDrive is beloved by educators, publishers, and authors not only for its technology, but also because OverDrive respects intellectual property rights, obtains appropriate permissions/licenses from publishers and authors, *and pays them* to distribute their ebooks and audiobooks.

102. For years, OverDrive's singular priority and objective with SORA has been to protect children from inappropriate, harmful, and dangerous content. OverDrive's SORA platform places child safety at the heart of its design, offering a secure, age-appropriate, and controlled reading environment that prioritizes protection without compromising access to learning.

103. From the moment a student logs into the SORA app, the app's architecture reflects a deep commitment to safeguarding young readers. The platform is built specifically for pre-K-12 schools, meaning every feature is tailored to the developmental and educational needs of children. Schools control the content available to students, ensuring that only age-appropriate content (e.g.,

ebooks, audiobooks, and read-alongs) are accessible. This curated approach prevents exposure to inappropriate material and reinforces a safe digital space for exploration and growth.

104. SORA also empowers guardians through its Parent Mode, as described above.

105. Behind the scenes, OverDrive also enforces strict privacy and data protection standards. Student accounts are managed through school systems, and personal data is handled with care, complying with educational privacy laws like the Family Educational Rights and Privacy Act and Children’s Online Privacy Protection Act. This means children’s information is never exploited or exposed to third parties for commercial purposes.

106. Accessibility is another pillar of the SORA platform’s child-first philosophy. The SORA app supports screen readers, and includes features like high contrast mode and “Read From Here” audio navigation. These tools ensure that children with visual impairments or learning differences can engage with content safely and comfortably.

107. Even the user interface is designed with children in mind—simple, intuitive, and free from distracting ads or external links. Students can read at school, at home, or on the go, but always within the boundaries set by their educators and guardians.

108. OverDrive’s commitment to child safety through the SORA platform is not just a feature—it is a philosophy. Every decision, from content curation to parental oversight and accessibility, reflects OverDrive’s belief that children deserve a digital reading environment that is as safe as it is enriching.

109. OpenAI, both as a company and as to the philosophy it adopts in developing and distributing its technology products, could not be more different from OverDrive. OpenAI has faced mounting scrutiny over how its AI systems interact with and impact children and teenagers.

110. In *several* instances, OpenAI's tools have been alleged to contribute to a child's suicide.⁴ Although OpenAI has purportedly taken steps to introduce safety measures, it nonetheless acknowledges "breakdowns" in guardrails can still occur, raising questions about the reliability of its safety systems.⁵

111. Other criticism centers on its age verification and access controls. While OpenAI has introduced age prediction and restrictions on sensitive queries, enforcement remains imperfect. Teenagers can still access adult-level content or bypass safeguards, especially when using OpenAI's tools outside of school settings. Unlike platforms with strict identity verification, OpenAI's systems rely on user honesty and passive detection, which is not sufficient to protect vulnerable users.

112. Still more criticism focuses on OpenAI's transparency and accountability. OpenAI's safety updates seemingly only follow public backlash or legal pressure, rather than proactive engagement. For example, the rollout of parental controls came only after a wrongful death lawsuit, suggesting a reactive rather than preventative posture.⁶

113. And OpenAI is widely recognized in the press as an intellectual property infringer with products that were indiscriminately trained on third party intellectual property without obtaining *any* permissions and without paying *any* copyright owners, leaving OpenAI susceptible

⁴ Rob Kuznia, Allison Gordon, Ed Lavandera, 'You're not rushing. You're just ready:' Parents say ChatGPT encouraged son to kill himself, CNN, Nov. 6, 2025, <https://www.cnn.com/2025/11/06/us/openai-chatgpt-suicide-lawsuit-invs-vis>; Rhitu Chatterjee, *Their teenage sons died by suicide. Now, they are sounding an alarm about AI chatbots*, NPR, Sept. 19, 2025, <https://www.npr.org/sections/shots-health-news/2025/09/19/nx-s1-5545749/ai-chatbots-safety-openai-meta-characterai-teens-suicide>; Matt O'Brien, *Parents of teens who died by suicide after AI chatbot interactions testify to Congress*, ASSOCIATED PRESS, Sept. 16, 2025, <https://apnews.com/article/ai-chatbot-teens-congress-chatgpt-character-ce3959b6a3ea1a4997bf1ccabb4f0de2>.

⁵ *Helping people when they need it most*, OPENAI, Aug. 26, 2025, <https://openai.com/index/helping-people-when-they-need-it-most/>.

⁶ Scarlett Evans, *OpenAI Rolls Out Parental Controls Following Lawsuit*, AI BUSINESS, Sept. 9, 2025, <https://aibusiness.com/responsible-ai/openai-rolls-out-parental-controls-following-lawsuit>.

to countless charges of copyright infringement that plague OpenAI's ChatGPT, not to mention fostering widely reproduced biases, such as racial and gender stereotypes.

114. The copyright infringement complaints filed so far against OpenAI allege that OpenAI's existing AI products and tools (namely, ChatGPT) use publishers' and authors' copyrighted works without permission and without payment have been widely reported and may be discovered through legal and nonlegal media alike.

115. OpenAI's Sora product is being positioned as a video version of OpenAI's ChatGPT product.

116. On information and belief, OpenAI maintained the same practices as it did for ChatGPT and robbed publishers, authors, filmmakers, actors, studios, and others indiscriminately to train Sora.

117. OpenAI's continued use of the Sora trademark in connection with its AI product erodes the goodwill OverDrive has built in the SORA brand. As OpenAI's public reputation is further tarnished as a result of copyright infringement lawsuits, OverDrive's SORA app will also be pulled down in equal measure through a perceived association and affiliation with OpenAI.

118. Consumers will logically assume the two "Sora" apps (OverDrive's and OpenAI's) are related or are the same. School-age children and others cannot tell the difference between them. A System Librarian from a school in New York wrote to OverDrive on February 29, 2024: "On a separate note, that new Sora program is coming up higher in search results on google than your SORA. . . . We would prefer your SORA comes up first so the students do not get confused."

G. Incidents of Actual Confusion

119. OpenAI's infringing acts as alleged herein have resulted in actual confusion as evidenced by several misdirected communications from existing or prospective users of OpenAI's Sora software.

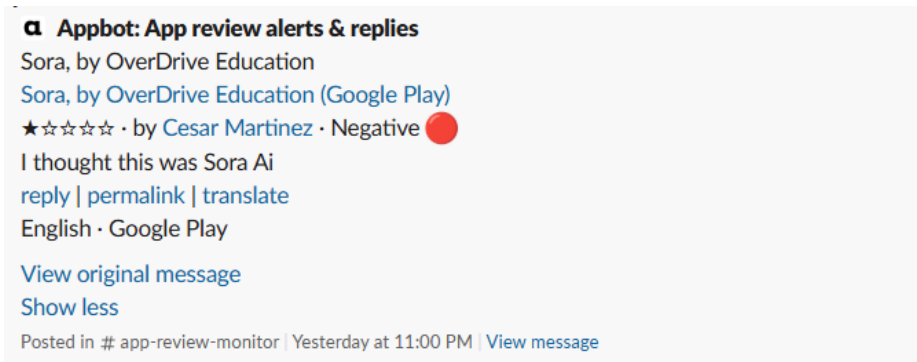
120. In August 2025, a confused *OpenAI* Sora user mistakenly sent a technical support request to *OverDrive's* SORA support team:

Hello Sora Support Team, I am experiencing an issue when using Sora. Every time I try to open a generated image, I always get the following error message: Oops there was an error '<unknown>: 'unexpected nullish null'" Because of this, I cannot view the generated images at all. Here are the troubleshooting steps I have already tried: - Refreshing the page – Clearing cache and cookies – Using incognito mode – Switching to another browser – Updating Chrome to the latest version – Restarting my device. Unfortunately, the problem still persists. Device details: [Omitted] I have attached screenshots of the error and my device/browser information to help with troubleshooting. Could you please assist me in resolving this issue? Thank you in advance.

121. In August 2025, an OverDrive customer inquired of an OverDrive employee:

Are you still our representative for Sora? I'm deeply upset and concerned that Open AI has a Sora app as well – theirs is for 'creating' videos and graphics. You are not affiliated with that, correct? Does Overdrive plan to respond to this use of the Sora name? It is confusing for educators, students, and families.

122. OverDrive has also received negative Google Play reviews from individuals who were confused about the source and nature of the parties' respective SORA apps:



Appbot: App review alerts & replies

Sora, by OverDrive Education

Sora, by OverDrive Education (Google Play)

★☆☆☆☆ · by Fredys Ivan Ferrera Jr · Negative

I thought this was the sora app to make videos dude 🙄😭 must be only on a iPhone



[reply](#) | [permalink](#) | [translate](#)

[Show more](#)

Posted in # app-review-monitor | Oct 5th | [View message](#)

123. A key topic at the recent 2025 American Association of School Librarians (“AASL”) National Conference & Exhibition was the concern school librarians had “about students clicking on the wrong Sora.” At the conference, an educator reported that their district had to rename the SORA app as “OverDrive Reading” in their catalog to avoid students clicking on the wrong icon. And another reported that they may have to remove SORA to avoid students accessing Sora.

124. At least one school district has sent out a newsletter to parents regarding the specific risks to students accessing OpenAI’s Sora app and not OverDrive’s SORA app.

H. OpenAI’s Sora is Harmful for Children and Harms SORA

125. OpenAI’s video-generation tool Sora is considered dangerous for children due to at least: the ability to create perfect deepfakes to cyberbully and harass those depicted; the ability to exploit and sexually exploit the likenesses of children; its addictive design; data privacy risks; and the blurring of reality.

126. OpenAI boasts that its Sora software can produce the most realistic videos of any individual’s image, likeness, and voice.

127. The New York Times wrote the following of Sora: “The absurd videos rapidly became stranger and more disturbing. . . . I saw realistic-looking footage of famous people saying words that had never crossed their lips — Martin Luther King Jr. declaring, “I have a dream that they release the Epstein files”; Tupac Shakur claiming to be living in Cuba. . . . Today, though, we

are in danger of being buried under an avalanche of fakes so deep that it creates an entire alternative reality.”⁷

128. Sora has already been used to create deepfakes—highly convincing fake videos—of mass shootings, bombings, and other disturbing content.⁸ This practice can have devastating and irreversible psychological consequences for the victims.

129. Common Sense Media is a non-profit organization founded in 2003 to inform parents about media and technology for children. Common Sense Media reports that OpenAI’s Sora poses unacceptable risks to children, explaining that Sora exposes users, particularly teens, to unacceptable risks from harmful and dangerous content.

130. Common Sense Media *recommends that teens do not use the app*. “Sora represents a significant leap in AI Video generation, but its safety systems have not kept pace with its power,” said Common Sense Media Senior Director of AI Programs Robbie Torney. “Between its lack of meaningful safety guardrails, the potential for deepfakes, and its blurring of fact and AI-generated fiction, the platform poses unacceptable risks for teens. Parents should be concerned about their teens using this platform – we recommend that teens don’t use it.”⁹

131. An Instagram post had this to say about OpenAI’s Sora: “Experts are warning of a rise in sexploitation and CSAM (child sexual abuse material), bullying and harassing,

⁷ Dara Kerr, *OpenAI launch of video app Sora plagued by violent and racist images: ‘The guardrails are not real’*, THE GUARDIAN, Oct. 4, 2025, <https://www.theguardian.com/us-news/2025/oct/04/openai-sora-violence-racism>; Bobbie Johnson, *What Is Sora Slop For, Exactly?*, THE NEW YORK TIMES, Oct. 19, 2025, <https://www.nytimes.com/2025/10/19/opinion/ai-sora-slop.html>; Esther Shittu, *Why OpenAI Won’t Pull Sora 2 After Plea From Public Citizen*, Nov. 13, 2025, <https://aibusiness.com/generative-ai/why-openai-won-t-pull-sora-2>; Katie Notopoulos, *Sora might have a ‘pervert’ problem on its hands*, BUSINESS INSIDER, Oct. 21, 2025, <https://www.businessinsider.com/sora-video-openai-fetish-content-my-face-problem-2025-10>

⁸; TMZ Staff, *Sora A.I. Video Exposes Netflix Star’s Chest, Company Says They’re Working on It*, yahoo!tech, Oct. 17, 2025, <https://www.yahoo.com/entertainment/celebrity/articles/sora-video-exposes-netflix-stars-210045246.html>

⁹ *Common Sense Media Report Finds ChatGPT and Sora Pose Risks to Teens Despite Safety Features*, COMMON SENSE MEDIA, Oct. 23, 2025, <https://www.common sense media.org/press-releases/common-sense-media-report-finds-chatgpt-and-sora-pose-risks-to-teens-despite-safety-features>.

misinformation, reputational harm, and the complete erosion of trust in authentic content. The implications are enormous, incredibly dangerous, and potentially violent.”¹⁰ Moreover, OpenAI’s Sora is designed as a social network, a feed-based interface, similar to TikTok, which is optimized for high engagement. This can lead to addictive use patterns that negatively impact a student’s well-being, sleep, and academic performance.¹¹ OpenAI’s Sora also permits strangers (sometimes anonymously) to comment and private message children users.

132. As well-known as OverDrive’s SORA mark is, and as successful a company that OverDrive is in the pre-K-12 school library market, OverDrive has only a fraction of the resources and reach of OpenAI which, on information and belief, has a valuation of \$500 billion and is the world’s most valuable privately held company. As such, consumers discovering OverDrive’s SORA platform for the first time are likely to mistakenly believe that OverDrive’s platforms are sponsored, endorsed, or otherwise affiliated with OpenAI or its Sora software.

133. Due to this imbalance, OpenAI’s use of Sora also threatens to overwhelm OverDrive in the marketplace and the goodwill in SORA that OverDrive has spent years cultivating. Additionally, given OpenAI’s disregard for the intellectual property rights of others and questionable business tactics, OpenAI’s use of Sora is highly likely to tarnish OverDrive’s SORA mark.

COUNT I

FEDERAL TRADEMARK INFRINGEMENT

134. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 133 of this Complaint as if fully rewritten herein.

¹⁰ Melissa Urban (@melissau), *The dangers of Sora 2 AI*, INSTAGRAM, Oct. 14, 2025, <https://www.instagram.com/reel/DPy762zkSEw/?hl=en>.

¹¹ Ben Woods, *The ‘TikTok of AI’ – why OpenAI’s Sora 2 will disrupt social media*, MIDIA RESEARCH, Oct. 9, 2025, <https://www.midiaresearch.com/blog/the-tiktok-of-ai-why-openais-sora-2-will-disrupt-social-media>.

135. OpenAI's use of the SORA trademark in commerce constitutes infringement of OverDrive's SORA trademark, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

136. OpenAI's use of Sora is likely to cause confusion, mistake, or deception as to the source, origin, affiliation, association, or sponsorship of OverDrive's and OpenAI's goods and services. As a result of OpenAI's unauthorized use of the SORA trademark, the public is likely to mistakenly believe that OpenAI's goods and services have been authorized, endorsed, offered, sponsored, or approved by, or are affiliated with or originate from OverDrive and/or that OverDrive's goods and services have been authorized, endorsed, offered, sponsored, or approved by, or are affiliated with or originate from OpenAI.

137. By these acts, OpenAI has infringed OverDrive's federally registered SORA trademark in violation of 15 U.S.C. § 1051, *et seq.*

138. OpenAI's unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith with the intent to cause confusion, mistake, and deception.

139. These violations have irreparably damaged OverDrive, and it has no adequate remedy at law. Unless enjoined, OpenAI's unlawful conduct will continue, further injuring OverDrive and causing confusion.

140. On information and belief, OpenAI has received substantial revenues and profits as a result of its unlawful conduct, to which OverDrive is entitled, and OverDrive has also suffered damages as a result of such unlawful conduct, for which OpenAI is responsible.

141. OverDrive is therefore entitled to all of the remedies available under the Lanham Act, including injunctive relief, an accounting of OpenAI's profits, actual damages, costs, and attorneys' fees pursuant to 15 U.S.C. §§ 1116 and 1117.

142. OpenAI will continue to carry out such unlawful conduct and be unjustly enriched unless enjoined by this Court.

COUNT II
FEDERAL UNFAIR COMPETITION – SORA

143. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 142 of this Complaint as if fully rewritten herein.

144. OpenAI’s distribution, advertising, marketing, and promotion of its Sora software constitutes use of a false designation of origin and misleading description and representation of fact that OpenAI’s “Sora” app originates from or is authorized by, or is otherwise associate with, OverDrive, when in fact it is not.

145. As a result of OpenAI’s unauthorized use of the SORA trademark, the public is likely to be deceived, misled, and confused as to the origin, source, sponsorship, association, approval, or affiliation of OpenAI’s goods and services, or that OpenAI’s goods and services are distributed, authorized, endorsed, or sponsored by OverDrive, or that OpenAI is in some way affiliated with or sponsored by OverDrive, or vice-versa.

146. By the acts alleged herein, OpenAI has violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

147. On information and belief, OpenAI’s unlawful conduct as set forth herein has been and continues to be willful deliberate, and in bad faith with the intent to cause confusion, mistake, and deception.

148. These violations have irreparably damaged OverDrive, and it has not adequate remedy at law. Unless enjoined, OpenAI’s unlawful conduct will continue, further injuring OverDrive and confusing the public.

149. On information and belief, OpenAI has received substantial revenues and profits as a result of its unlawful conduct, to which OverDrive is entitled, and OverDrive has also suffered damages as a result of such unlawful conduct, for which OpenAI is responsible.

150. OverDrive is therefore entitled to all of the remedies available under the Lanham Act, including injunctive relief, an accounting of OpenAI's profits, actual damages, costs, and attorneys' fees pursuant to 15 U.S.C. §§ 1116 and 1117.

COUNT III
**FEDERAL FALSE DESIGNATION OF ORIGIN, FALSE DESCRIPTION, AND
UNFAIR COMPETITION – SORA ICON**

151. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 150 of this Complaint as if fully rewritten herein.

152. Without authorization from OverDrive, OpenAI has adopted and continues to use the infringing Sora Icon in connection with the distribution, advertising, marketing, and promotion of its Sora software in commerce in such a manner to falsely designate the origin of OpenAI's goods and services and confuse the public by suggesting that those goods and services are sponsored by or affiliated with OverDrive, in violation of 15 U.S.C. § 1125(a).

153. In addition, OpenAI's use of the infringing Sora Icon falsely and/or misleadingly describes and represents the nature and function of OpenAI's Sora software by suggesting it is "child friendly" and comparable to OverDrive's SORA platform, thereby creating a false association or false affiliation with OverDrive and its market-leading SORA platform, in violation of 15 U.S.C. § 1125(a).

154. OpenAI's use of the infringing Sora Icon on or in connection with its Sora software was done with notice and full knowledge that such use was not authorized or licensed by the OverDrive. OpenAI has used and continues to willfully use the infringing Sora Icon with the intent to confuse, mislead, or deceive existing and prospective SORA users and members of the general

public as to the origin, source, sponsorship, or affiliation of OpenAI's software, and with the intent to trade on OverDrive's reputation and goodwill.

155. As a result of OpenAI's unauthorized use of the Sora Icon, the public is likely to be deceived, misled, and confused as to the origin, source, sponsorship, association, approval, or affiliation of OpenAI's goods and services, or that OpenAI's goods and services are distributed, authorized, endorsed, or sponsored by OverDrive, or that OpenAI is in some way affiliated with or sponsored by OverDrive, or vice-versa.

156. By the acts alleged herein, OpenAI has violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) and OpenAI's use of a trademark identical or confusingly similar to OverDrive's SORA Icon trademark constitutes a false designation of origin and unfair competition.

157. On information and belief, OpenAI's unlawful conduct as set forth herein has been and continues to be willful deliberate, and in bad faith with the intent to cause confusion, mistake, and deception.

158. These violations have irreparably damaged OverDrive, and it has not adequate remedy at law. Unless enjoined, OpenAI's unlawful conduct will continue, further injuring OverDrive and confusing the public.

159. On information and belief, OpenAI has received substantial revenues and profits as a result of its unlawful conduct, to which OverDrive is entitled, and OverDrive has also suffered damages as a result of such unlawful conduct, for which OpenAI is responsible.

160. OverDrive is therefore entitled to all of the remedies available under the Lanham Act, including injunctive relief, an accounting of OpenAI's profits, actual damages, costs, and attorneys' fees pursuant to 15 U.S.C. §§ 1116 and 1117.

COUNT IV
VIOLATIONS OF THE OHIO DECEPTIVE TRADE PRACTICE ACT

161. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 160 of this Complaint as if fully rewritten herein.

162. OpenAI's activities constitute unfair or deceptive trade practices or acts within the meaning of the Ohio Deceptive Trade Practice Act (the "ODTPA"), codified at Ohio Rev. Code, § 4165.01 *et seq.*

163. As alleged herein, OpenAI has caused a likelihood of confusion or misunderstanding as to the source, sponsorship, or approval of OpenAI's Sora software by OverDrive in violation of Section (A)(2) of § 4165.02 of the ODTPA.

164. As alleged herein, OpenAI has caused a likelihood of confusion or misunderstanding as to the affiliation, connection, or association of OpenAI's Sora app with OverDrive's SORA app in violation of Section 2(A)(3) of § 4165.02 of the ODTPA.

165. As alleged herein, OpenAI has implicitly represented that OpenAI's app has the sponsorship of OverDrive, approval of OverDrive, or the affiliation or connection with OverDrive that OpenAI's app does not have in violation of the ODTPA.

166. As alleged herein, OpenAI has engaged in conduct that creates a likelihood of confusion or misunderstanding in violation of the ODTPA.

167. OverDrive has been injured as a result of OpenAI's unlawful and unauthorized deceptive trade practices by lessening of the goodwill that OverDrive's SORA and SORA Icon trademarks have with the relevant consumers and the public at large.

168. As a result of OpenAI's unlawful and unauthorized deceptive trade practices, OpenAI has caused and will continue to cause substantial and irreparable harm to OverDrive and to the public for which there is no adequate remedy at law. OpenAI unjustifiably benefited from

said unlawful acts and will continue to carry out such unlawful conduct unless enjoined by this Court.

COUNT V
TRADEMARK INFRINGEMENT UNDER OHIO LAW

169. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 168 of this Complaint as if fully rewritten herein.

170. The aforesaid conduct of OpenAI constitutes trademark infringement under the common law of the State of Ohio.

171. On information and belief, OpenAI's acts of trademark infringement have been willful.

172. OverDrive has been injured as a result of the foregoing acts by causing OverDrive to lose business or by lessening of the goodwill that OverDrive's SORA trademark and SORA has with the relevant consumers and the public at large.

173. As a result of OpenAI's acts of trademark infringement, OpenAI has caused and will continue to cause substantial and irreparable harm to OverDrive and to the public for which there is no adequate remedy at law. OpenAI has unjustifiably benefited from said unlawful acts and will continue to carry out such unlawful conduct unless enjoined by this Court.

COUNT VIII
UNFAIR COMPETITION UNDER OHIO LAW

174. OverDrive incorporates by reference all of the facts stated in Paragraphs 1 through 173 of this Complaint as if fully rewritten herein.

175. The aforesaid conduct of OpenAI constitutes unfair competition under the common law of the State of Ohio.

176. On information and belief, OpenAI's acts of unfair competition have been willful.

177. OverDrive has been injured as a result of the foregoing acts by causing OverDrive to lose sales or by lessening of the goodwill that OverDrive enjoys with the relevant consumers and the public at large.

178. As a result of OpenAI's acts of unfair competition, OpenAI has caused and will continue to cause substantial and irreparable harm to OverDrive and to the public for which there is no adequate remedy at law. OpenAI has unjustifiably benefited from said unlawful acts and will continue to carry out such unlawful conduct unless enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, OverDrive prays that this Court enter judgment in its favor as follows:

(a) That OpenAI be adjudged to have willfully infringed OverDrive's federal trademark rights in the SORA mark conveyed by U.S. Trademark Registration No. 6,777,234 in violation of Lanham Act § 32(1), 15 U.S.C. § 1114(1);

(b) That OpenAI be adjudged to have willfully infringed the SORA trademark, with full knowledge of OverDrive's rights in the SORA trademark;

(c) That OpenAI be adjudged to have engaged in federal unfair competition, in violation of Lanham Act § 43(a), 15 U.S.C. § 1125(a)(1)(A);

(d) That OpenAI be adjudged to have committed deceptive trade practices under the Ohio Uniform Deceptive Trade Practice Act and to have committed these deceptive trade practices willfully and with knowledge that they would be deceptive;

(e) That OpenAI be adjudged to have engaged in trademark infringement and unfair competition under Ohio law;

(f) That, pursuant to 15 U.S.C. § 1116 and Section (A)(1) of § 4165.03 of the ODTPA, the Court preliminarily and permanently enjoin OpenAI, their agents, employees, attorneys and all persons in active concert or participation with them, from directly or indirectly

using the SORA trademark or any other mark, trade name, word or name similar to the SORA trademark that is likely to cause confusion, mistake, or to deceive, including without limitation by further operating any business under Sora;

(g) That OpenAI be required to formally abandon with prejudice any and all of its applications to register the SORA trademark or any trademark consisting of, incorporating, or containing the SORA trademark or any counterfeit, copy, confusingly similar variation, or colorable imitation thereof on any state or federal trademark registry;

(h) That OpenAI be required, pursuant to 15 U.S.C. § 1118, to deliver up and destroy all packaging, labels, signs, brochures, advertisements, promotional items, and any other media, documents or things in the possession, custody, or control of OpenAI bearing the SORA trademark (or any confusingly similar mark), and all means of making same;

(i) That OpenAI be required, pursuant to 15 U.S.C. § 1117(a), to pay OverDrive the actual damages it has suffered as a result of OpenAI's trademark infringement and unfair competition, and disgorge any profits therefrom, and that OpenAI be required, pursuant to 15 U.S.C. § 1117(b), to pay OverDrive three times the amount of actual damages or profits suffered by them by virtue of the willful nature of OpenAI's illegal acts;

(j) That, pursuant to Section 4165.03(B), the Court award OverDrive its reasonable attorneys' fees by virtue of OpenAI's willful engagement in a deceptive trade practice knowing it to be deceptive, or alternatively, pursuant to 15 U.S.C. § 1117(a), that the Court declare this an exceptional case and award OverDrive its reasonable attorneys' fees;

(k) That, pursuant to 15 U.S.C. § 1117(a), the Court award the full costs of this action and interest to OverDrive; and

(l) That the Court grant such other and further relief as is just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), OverDrive hereby demands a trial by jury on all issues so triable in this action.

Dated: November 19, 2025

Respectfully submitted,

/s/ Mark E. Avsec

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*Attorneys for Plaintiff
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Exhibit A

to Plaintiff OverDrive, Inc.'s Complaint

United States of America

United States Patent and Trademark Office

SORA

Reg. No. 6,777,234

Registered Jul. 05, 2022

Int. Cl.: 9

Trademark

Principal Register

OverDrive, Inc., A Public Benefit Corporation (DELAWARE public benefit corporation)

One OverDrive Way
Cleveland, OHIO 44125

CLASS 9: Downloadable mobile application providing schools and educators with access to digital content for their students, namely, e-books and audio books from their school libraries including fiction and nonfiction works on a variety of topics

FIRST USE 8-00-2018; IN COMMERCE 8-00-2018

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

SER. NO. 90-356,852, FILED 12-03-2020



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Cvfg`gr @

rm Nj_glrgdd MtcpBpgtc* Gla,'q Amknj_glr



Mark E. Avsec
200 Public Square, Suite 2300
Cleveland, Ohio 44114-2378
Direct Dial: 216.363.4151
Fax: 216.363.4588
mavsec@beneschlaw.com

February 23, 2024

SENT VIA FEDERAL EXPRESS
[AND E-MAIL]: privacy@openai.com]

RESPONSE DUE DATE: MARCH 1, 2024

OpenAI OpCo, LLC
Attention: Head of Commercial Legal
3180 18th St., Suite 100
San Francisco, California 94104

With a copy to:

Rebecca McCurry, Esq.
Pirkey Barber PLLC
1801 East 6th Street, Suite 300
Austin, Texas 78702
rmccurry@pirkeybarber.com

Re: Infringement of Trademark Owned by OverDrive, Inc.

Dear Sir or Madam:

We are outside legal counsel for OverDrive, Inc. ("OverDrive"), the leading digital distributor of eBooks, audiobooks, online magazines, and streaming video titles. OverDrive provides digital rights management and digital content fulfillment services for publishers, libraries, schools, corporations, and book retailers. All over the world, local libraries offer millions of e-books and audiobooks to their patrons. OverDrive facilitates public libraries' lending and their patrons' borrowing and enjoyment of those digital titles.

OverDrive successfully delivers its services through its award-winning software applications, SORA and LIBBY. SORA is an award-winning digital reading app through which OverDrive facilitates K-12 school libraries' lending, and students' borrowing and enjoyment, of age-appropriate e-books and audio books from school libraries.

OverDrive has continuously used the **SORA**[®] trademark for the foregoing goods and services since as early as August 2018. OverDrive is the owner of U.S. Trademark Registration Number 6,777,234 for SORA, covering its downloadable mobile application providing schools and educators with access to digital content for their students, namely, e-books and audio books from their school libraries including fiction and nonfiction works on a variety of topics in Class 9.

February 23, 2024

Page 2

Last Friday, on February 16, 2024, OpenAI OpCo, LLC (“OpenAI”) unveiled “Sora,” a text-to-video model capable of transforming short text descriptions into high-definition film clips. OpenAI’s use of the “Sora” name creates confusion now with OverDrive’s **SORA®** trademark. Several of OverDrive’s library and school customers immediately contacted OverDrive. Moreover, it is only a matter of time before schools allow OpenAI’s “Sora AI” technology into the classroom for school work. When that happens there will be even more confusion between OpenAI’s Sora app and OverDrive’s Sora app.

Last week, on February 14, 2024, OpenAI applied for a U.S. trademark (Application No. 98,405,663) for Sora (essentially for downloadable computer programs and downloadable computer software for generating videos and images) in Class 9. It is clear to OverDrive and to us that the consuming public will believe that OverDrive’s and OpenAI’s products are connected.

Further, in the library and publishing industries, OverDrive is known as a champion of authors’ and publishers’ intellectual property rights (including rights of copyright). OverDrive’s business model respects and fairly compensates authors and publishers. On the other hand, it has been widely reported that OpenAI’s Sora, like other generative AI products, is indiscriminately trained on third party intellectual property without license or payment, leaving OpenAI and its Sora product susceptible to charges of copyright infringement, not to mention fostering widely reproduced biases, such as racial and gender stereotypes. Whatever goodwill OverDrive built in **SORA** now rests in part in the hands of OpenAI and its Sora product. Should OpenAI tarnish its reputation with the public through Sora, OverDrive’s **SORA** application too would be pulled down.

Inasmuch as OpenAI has not yet commercially launched¹ Sora (OpenAI filed its trademark application only last week on February 14, 2024 on an intent-to-use basis), changing the name right now should not pose a significant hardship. OverDrive’s **SORA®** trademark and the goodwill associated therewith, are of inestimable value to our client. OpenAI’s use of the **SORA®** trademark creates the false impression that OpenAI’s products/services originate from OverDrive, or that OpenAI is somehow affiliated with, authorized, sponsored, or approved by OverDrive when, in fact, it is not. Or, people may believe that OverDrive is infringing OpenAI and that OverDrive’s products/services that OverDrive offers through its **SORA** platform are somehow affiliated with, authorized, sponsored, or approved by OpenAI when, in fact, they are not. Confusion is not merely likely, it is inevitable. The potential for OpenAI’s Sora to tarnish OverDrive’s reputation is seemingly inevitable. Such conduct subjects OpenAI to liability for trademark infringement and false designation of origin in violation of the federal Lanham Act, 15 U.S.C. § 1051 *et seq.*, as well as various state laws.

In view of the foregoing, we demand that OpenAI cease and desist from all further use of the **SORA trademark and any other designation likely to cause confusion with OverDrive’s **SORA®** trademark or any of OverDrive’s trademarks, and promptly take steps to affirmatively abandon its trademark application for **SORA**.**

¹ Though OpenAI has begun to roll out Sora. OpenAI’s website says “Today, Sora is becoming available to red teamers to assess critical areas for harms or risks.” (And it said that last Friday too.)

February 23, 2024

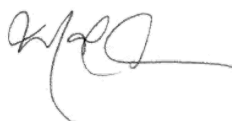
Page 3

We ask that you respond to this letter by **March 1, 2024**, to confirm your compliance with the above demands. If you ignore this letter or refuse, we will take further legal action as we deem necessary to protect and enforce OverDrive's intellectual property rights.

Nothing contained in or omitted from this letter will be deemed to be an admission of any fact or a waiver of any rights or remedies with respect to the subject of this letter, all of which rights and remedies are expressly reserved.

Sincerely,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

A handwritten signature in black ink, appearing to read 'Mark E. Avsec', with a stylized, cursive script.

Mark E. Avsec

MEA:ek

cc: Rebecca McCurry, Esq
Erica Lazzaro, Esq.
Angela Gott, Esq.
Lidia Mowad, Esq.

Cvfg`gr A

rm Nj_glrgdd MtcpBpgtc* Gla,'q Amknj_glr

PirkeyBarber PLLC

William G. Barber, Member
1801 East 6th St., Suite 300
Austin, Texas 78702
bbarber@pirkeybarber.com

March 1, 2024

VIA EMAIL: mavsec@beneschlaw.com

Mark E. Avsec
Benesch Law
200 Public Square, Suite 2300
Cleveland, Ohio 44114-2378

Re: OpenAI's lawful adoption of SORA (Ref. No. OPAI5557)

Dear Mr. Avsec:

We represent OpenAI OpCo, LLC ("OpenAI") in trademark and unfair competition matters. We have closely reviewed your February 23, 2024 letter and discussed this matter with our client, and believe the claims and allegations in your letter are unfounded. As discussed in more detail below, OpenAI's use of SORA is unlikely to be confused with OverDrive's use. OpenAI can peacefully coexist with the numerous other parties using SORA for highly specific software, especially given the differences in the parties' products, the sophistication and differences in the consumers, and the fact that both parties are prominently using their house marks with these products. Accordingly, OpenAI respectfully declines to comply with the overreaching demands in your letter.

To start, OverDrive is overstating its scope of rights. Given the descriptive nature of OverDrive's mark for its particular product and the numerous third parties using the identical mark SORA in the marketplace, OverDrive is only entitled to a narrow scope of protection in the SORA name. Specifically, OverDrive's mark is inherently weak because SORA is used and recognized as an acronym of the highly descriptive phrase "student online reading app." As you no doubt know, abbreviations of descriptive phrases are likewise descriptive when relevant purchasers understand the abbreviation to be substantially synonymous with the merely descriptive wording it represents. Here, OverDrive's own customers are clearly aware of and promote the descriptive meaning of SORA. See, for example:

- "What is Sora? Sora stands for Student Online Reading App." - <https://curtishs.libguides.com/chslibrary/sorachs>
- "SORA (Student Online Reading APP) Wild Rose School Division"- <https://hwpickup.wrsd.ca/download/240892>
- "Student Online Reading App (SORA)" - <https://msplonline.org/sora-student-online-reading-app/>

Printouts of these uses are attached as **Exhibit A**. In addition to the descriptive nature of OverDrive's use, there are numerous unrelated parties using SORA with mobile apps, software, and SAAS products, and many of these parties own federal trademark registrations for the name. This is strong evidence that consumers do not exclusively associate the term "SORA" with any single source in this context; rather, when encountering SORA names, consumers have learned to proceed with caution and look to other marketplace factors – such as overall differences in products – to distinguish among the various third party uses. Below are non-exhaustive examples of unrelated parties using SORA in the fields of mobile apps, software, and SAAS:

- [SORA](#) for among other things, a mobile application that allows middle and high school students to register for and watch educational classes, and to track progress, interest, strengths, and goals by Sora Schools, Inc. (U.S. Reg. No. 6,079,327)
- [SORA](#) for among other things, software consulting and design by Sora Technologies, LLC. (U.S. Reg. No. 4,882,484)
- [SORA](#) for cloud-based software for developing location-enabled applications by Swift Navigation, Inc. (U.S. Ser. No. 97/396,658)
- [SORA](#) for among other things, software for accessing and transmitting data and content among consumer electronics devices and displays by Sonifi Solutions. (U.S. Ser. No. 6,065,604)
- [SORA](#) for HR automation software by ADP. (U.S. Reg. No. 6,114,588)
- [SORA](#) for debt optimization software for financial advisors by SoraFinance, Inc.
- [SORA STREAM](#) with a cloud gaming platform by Ludium Lab.
- [SORA](#) for an open-source programmable software radio platform by Microsoft.
- [SORACOM](#) for software for cellular and IoT connectivity by Soracom, Inc.
- [SORA-MATE](#) for software for supporting operational risk assessments and enabling flight planning, automated missions, airspace management, and compliance by Anra Technologies. (U.S. Ser. No. 98/006,188)

Examples of these uses and copies of any respective USPTO records are attached as **Exhibit B**.

If the above uses of SORA for mobile apps, software, and SAAS can peacefully coexist on the Principal Register and in the marketplace with OverDrive's use of SORA, then OpenAI's use can likewise coexist, particularly considering the significant differences in products, consumers, and channels of trade. Indeed, OverDrive has conceded that its use of SORA for a "*mobile application providing schools and educators with access to... e-books and audio books from their school libraries...*" will not be confused with Sora Schools, Inc.'s use of SORA for among other things, "*providing online instruction in the field of math, science, ELA, humanities, STEM, and other required subjects via an online website*" (also offered through a mobile app). See OverDrive's December 3, 2020 Response to Office Action and Trademark Letter of Consent (attached as **Exhibit C**) stating "*Based on the parties' familiarity and experience in the marketplace, Sora Schools and OverDrive agree that consumer confusion is unlikely to result from the use or registration of SORA...*".

The goods and services provided by Sora Schools under their SORA mark are much more related to OverDrive's SORA product (and target similar consumers) than OpenAI's text-to-video software. Given the fact that OverDrive's and Sora Schools' SORA registrations and uses are

already coexisting without any likelihood of confusion, then OpenAI should certainly also be able to co-exist.

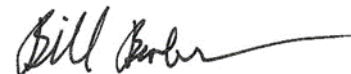
In addition to OverDrive overstating its scope of rights, your client ignores the significant differences in the function and purpose of OpenAI's SORA generative AI model. The mere fact that OverDrive and OpenAI are both offering software (or SAAS) does not make the products similar (*see, e.g., Embarcadero Technologies, Inc. v. RStudio, Inc.*, 105 USPQ.2d 1825, 1837 (TTAB 2013), explaining that "computer software is employed in nearly all industries and facets of life, the fact that both parties' goods are computer software is not sufficient, in and of itself, to establish a relationship between the goods.").

OverDrive's SORA is a mobile application used by schools and educators to provide students access to e-books and audio books from their school libraries (*i.e.*, a student online reading app). OpenAI's SORA, on the other hand, is a text-to-video generative AI model that requires significant computational resources and unique expertise for training and deployment; it is not something the average software company or developer is producing. These two products offer significantly different functionality and serve different purposes. It is highly unlikely a consumer seeking OverDrive's SORA mobile application to consume e-books and audio books would confuse it with OpenAI's highly technical generative AI SORA software used to create videos. And even if the two parties' products were both used in schools, there would still be no likelihood of confusion given the significant differences in function, purpose, and delivery of the respective products.

These two types of software are unlikely to be offered by the same company and it's unlikely that consumers would believe them to be. It is also highly unlikely that OverDrive would pivot from a student online reading app and invest the resources to develop a generative AI text-to-video model. Further, the dilution of parties using SORA names (including with software much more similar to OverDrive's product than OpenAI's product), and the fact that both parties use their SORA names with their respective house marks support an ability to co-exist without consumer confusion.

In summary, OpenAI does not agree that there is a likelihood of confusion between the two parties' uses. We are happy to discuss further on a phone call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Barber", with a long horizontal flourish extending to the right.

Bill Barber

Exhibit A



CURTIS HIGH SCHOOL

LIBRARY

[Curtis High School](#) / [LibGuides](#) / [Library](#) / [Sora](#)

Library: Sora

Search this GuideSearch

Easy access to library resources at your fingertips, anytime, anywhere!

[Home](#)[Newspapers and Magazines](#)[Writing Help](#)[Public Libraries](#)[Sora](#)[Catalog](#)[Databases](#)[Digital Citizenship](#)[Adobe Creative Cloud](#)[Library Laptops](#)



Sora

The student reading app

Login Here!

How to log in:

Choose "I Have a Set Up Code," use code: *NYCSCHOOLS*

or

Choose "Find My School"

Type "New York City Department of Education" as your school, not **Curtis High School**.

Sign in using your DOE email.



What is Sora?

- Sora stands for Student Online Reading App.
- It's Free!
- You can use Sora on your phone using the app, or on a computer.
- There are millions of books to choose from.
- You can connect your New York Public Library card to search the local library.
- Access eBooks and Audiobooks
- You can customize the font, font size, audiobook speed, and much more!
- Take out 3 books at a time.
- Take notes and make highlights.
- Earn achievements.

Last Updated: Feb 14, 2024 12:53 PM | URL: <https://curtishs.libguides.com/chslibrary> | [Print Page](#)

Login to LibApps

Captured by FireShot Pro: 01 March 2024, 15:18:35
<https://getfireshot.com>

Ex. C - Page 5

SORA (Student Online Reading APP)

Wild Rose School Division

A Digital Library at your fingertips!

You can download and enjoy eBooks and audiobooks from our library wherever you go and whenever you want. On vacation! At Home! At School!

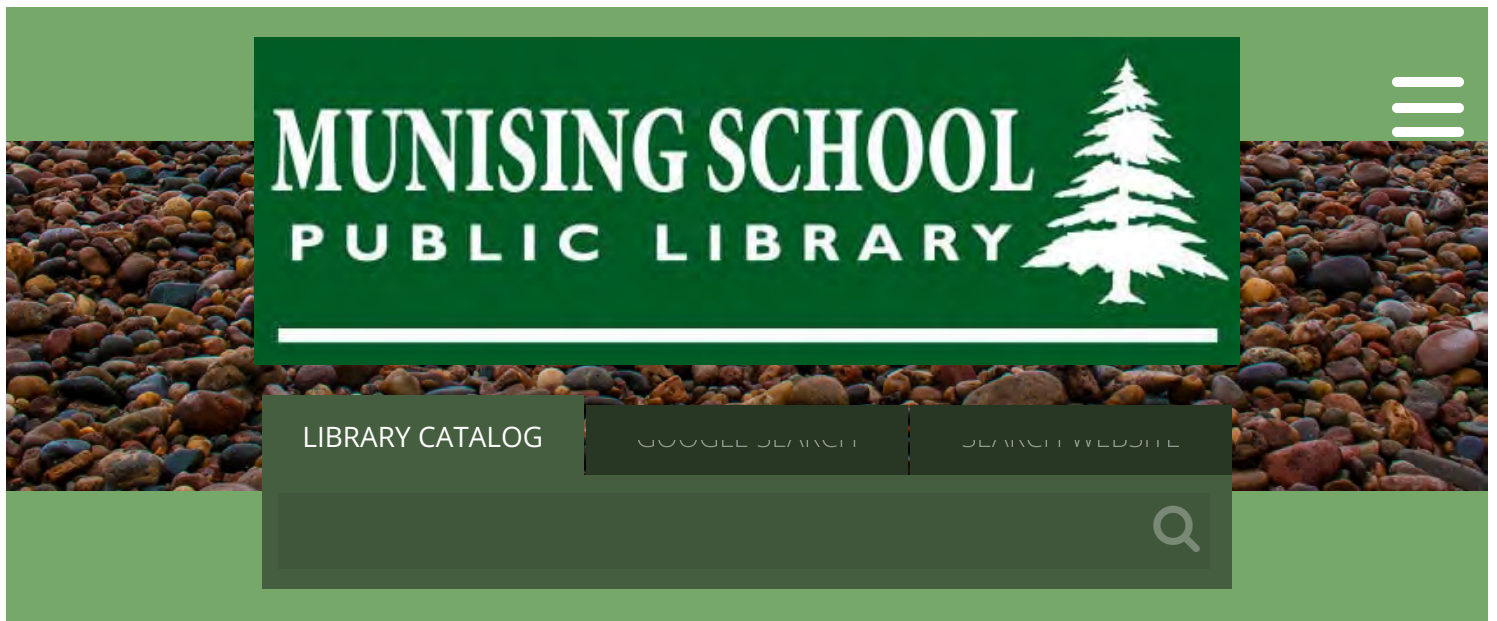
Go to **soraapp.com** and sign in using the 9 digit number on your student ID (Wild Rose Library Card number) card.

Once signed in, you can browse, search and borrow titles from our ever growing selection of books and audiobooks. Once you find an available title you would like, click **Borrow**. Borrowed titles will appear on your **Bookshelf** under your **Account**.

For even greater convenience, download the app (SORA or Overdrive) for Android, iOS (iPhone, iPad, and iPod touch), Kindle Fire and Kobo tablets. If you're using a tablet or smartphone, use the app's **Find my library** feature to find and save your library's (**WildRose**) OverDrive website.

Visit the Learning Commons if you have questions or need assistance.

My Library Card Number to Log Into Sora: _____



Student Online Reading App (SORA)



How does it work?

SORA provides the quickest and easiest way to get started with digital titles from your school. Students can simply log in using their school login and instantly access ebooks and audiobooks on virtually any device. Get started today at <https://soraapp.com> or download the free Sora app for Android or iOS. All you need to do is select your school (Munising Public

Ex. C - Page 7

School District or Superior Central School District) and sign in with the student login that you use for school. Once you do so, the books are ready to be checked out! There are several hundred ebooks and audiobooks available in SORA and thousands more through the Public Library Connect when you add the Great Lakes Digital Library from MSPL.

Where can I find more information?

Call the Munising Library! We will be happy to help you connect with SORA and also with the digital books available from the public library's app LIBBY. In addition to the digital books we have tons of great new books for you and your students to enjoy here in the library. Call 906-387-2125, or stop in and see what we have to offer your student and you.

Lisa Cromell
Library Director
Munising School Public Library

Contact Info

Munising School Public Library
810 State Hwy M-28 W., Suite A
Munising, MI 49862
Phone: 906-387-2125
Fax: 906-387-5179
mspl@msplonline.org

Hours:

Mon. & Fri. 10am – 5pm

Tues., Weds., Thurs. 10am – 8pm

Sat. 10am – 1pm





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Website by the Superiorland Library Co-Op in partnership with My Web Maestro

Exhibit B

App Store Preview

Open the Mac App Store to buy and download apps.



Sora Home 4+
Education, Anywhere, Anytime!
[Sora Schools, Inc.](#)
Designed for iPad
★★★★★ 5.0 • 7 Ratings
Free

Screenshots iPad iPhone



At most schools, students struggle to remember their upcoming schoolwork and parents only hear about progress two or three times per year.

Dashboard: Daily feedback and assessment from our experts and stay on top of upcoming tasks with our beautiful daily planner.

Support: Students and parents can request help anytime during the day. This feature provides students with a direct channel to communicate, ask questions, seek guidance, and receive feedback on their academic progress.

Real-world learning: View and register for our more than 400 interdisciplinary learning experiences, from group Expeditions to solo Activities. At Sora, students learn in the context of the real world like "The Physics of Sharks", "Wilderness Survival", or "Building a Martian Society".

Pace and Progress: Students complete control and 24/7 visibility over their feedback and assessment.

Journey Builder: This allows Sora families to visualize a student's whole educational journey through middle and high school, adjusting their trajectory as interests, strengths, and goals change.

What's New

Version 1.0.23
Small improvements and bug fixes

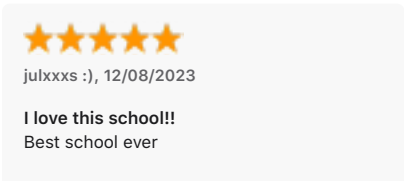
[Version History](#)

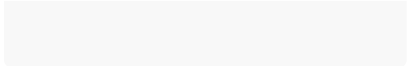
Ratings and Reviews

5.0
out of 5



7 Ratings





App Privacy

[See Details](#)

The developer, **Sora Schools, Inc.**, indicated that the app's privacy practices may include handling of data as described below. For more information, see the [developer's privacy policy](#).



Data Linked to You

The following data may be collected and linked to your identity:

 Diagnostics

Privacy practices may vary, for example, based on the features you use or your age. [Learn More](#)

Information

- Seller
Sora Schools, Inc.
- Size
74.5 MB
- Category
[Education](#)
- Compatibility
iPhone
Requires iOS 12.0 or later.
iPad
Requires iPadOS 12.0 or later.
iPod touch
Requires iOS 12.0 or later.
Mac
Requires macOS 11.0 or later and a Mac with Apple M1 chip or later.
Apple Vision
Requires visionOS 1.0 or later.
- Languages
English
- Age Rating
4+
- Copyright
© 2023 Sora Schools Inc.
- Price
Free

- [Developer Website](#) ↗
- [App Support](#) ↗
- [Privacy Policy](#) ↗

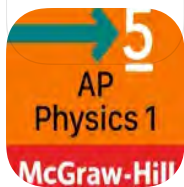
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[See All](#)





Sora, by OverDrive
Education
Education



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Test Prep
Education



TS4U IT Training and
Career
Education



Homeschool Math
Curriculum
Education

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[Privacy Policy](#)

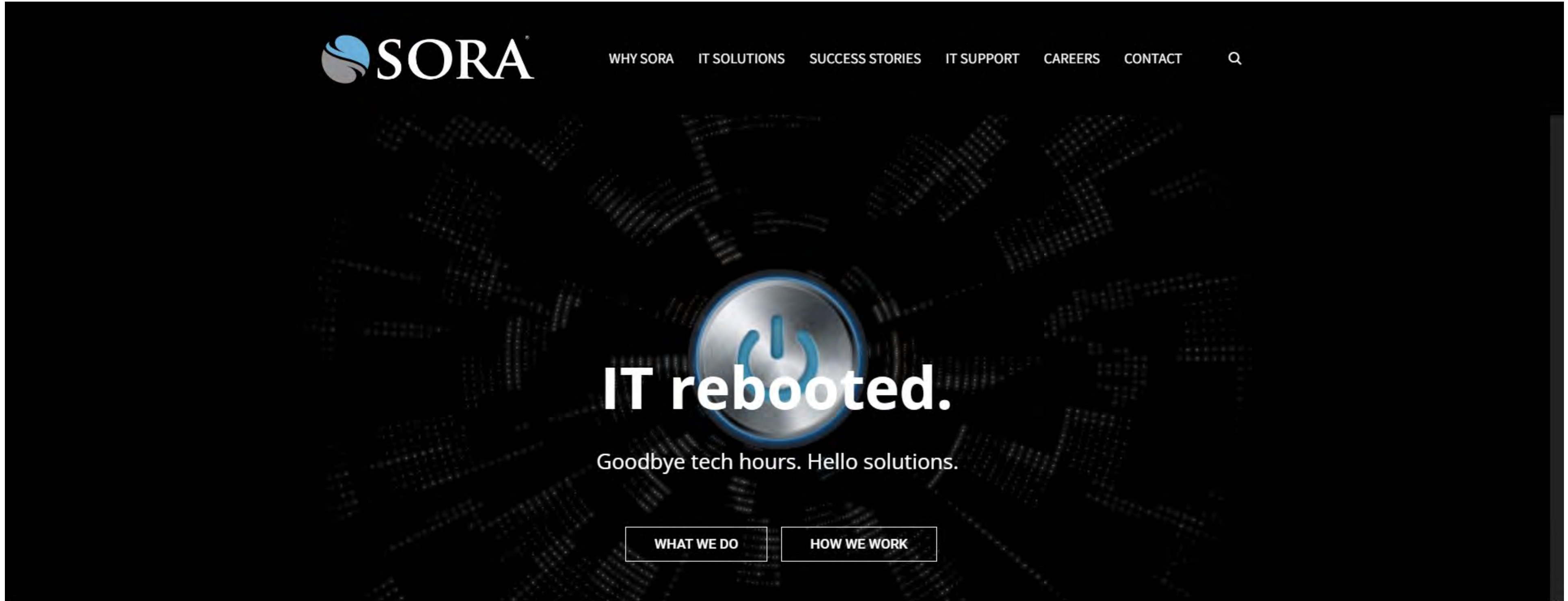
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Take Control

We believe outsourcing IT should be straightforward and painless – and should get you the results you’re looking for. No hidden costs. No high hourly rates for mysterious work. No excuses.



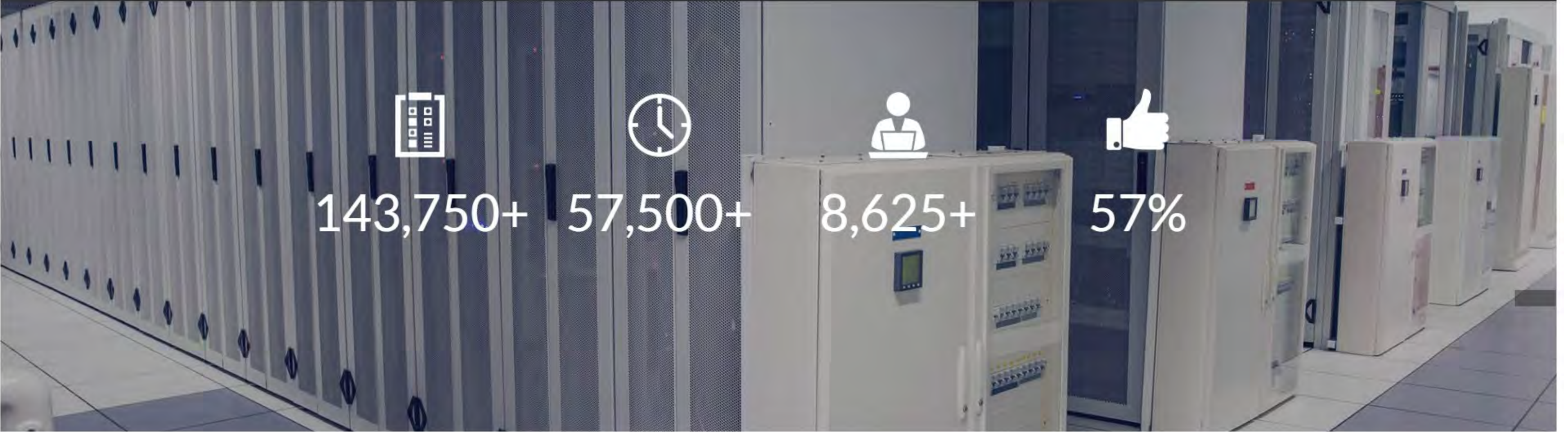
24/7 Support

Sora Technologies takes care of virtually everything – network administration, proactive services, technology consulting, and user support – all rolled into one straightforward program, for one fixed monthly fee.



Success Stories

Our success depends on our clients’ success. We constantly learn more about their environments, organize that information and control their technology results. It’s a true IT partnership – and it definitely shows.



If our server goes down, or we have a power outage, they call me within 30 minutes. They're monitoring going our system 24/7 way.

Jasok Siter, Supply Product Support

Ready to make the switch?
Contact Sora Technologies today!

Partners



9011 N. University, Suite F
Peoria, IL 61615
(309) 693-7672



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Introduction to Sora

Sora is a cloud-based data platform for developing location-enabled applications. Sora handles the real-time acquisition, storage, analysis, and visualization of both location and device data to enable users to build powerful geospatial applications.

Sora includes an open-source device client for real-time data acquisition, managed storage of device telemetry, a geospatial analytics engine, and data visualization features.

Sora is currently available through a beta release at sora.swiftnav.com (<https://sora.swiftnav.com>).

Sora open-source device client source code is available on github.com/swift-nav/sora-device-client (<https://github.com/swift-nav/sora-device-client>).

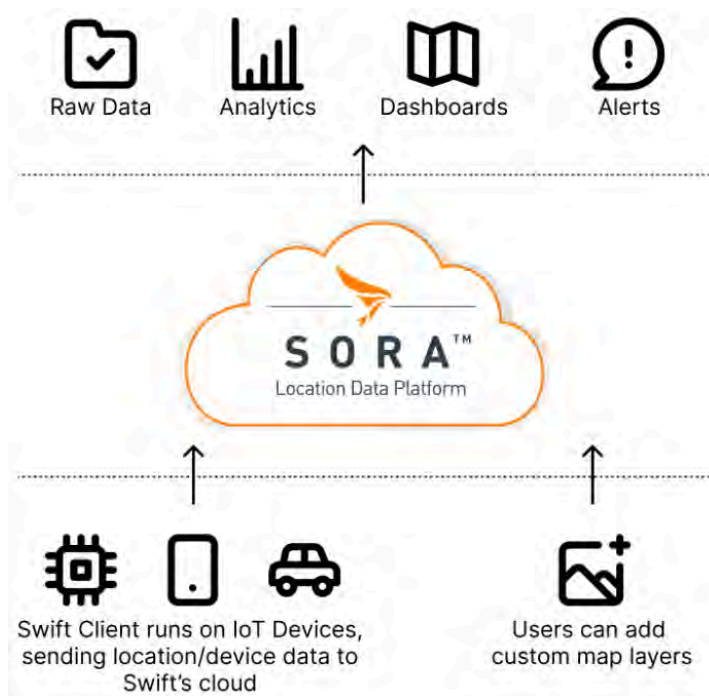


Figure 1. Sora System Overview

To use Sora, you need to have a Swift Navigation user account.

1. Create a Swift Navigation account at account.swiftnav.com/sign-up (<https://account.swiftnav.com/sign-up>).
2. Use your Swift account to access Sora at sora.swiftnav.com (<https://sora.swiftnav.com/>).

Follow the **Quick Start Guide** (<https://support.swiftnav.com/en/support/solutions/articles/44002417166>) to create your first project and explore **Sora's Features** (<https://support.swiftnav.com/en/support/solutions/articles/44002416514>).

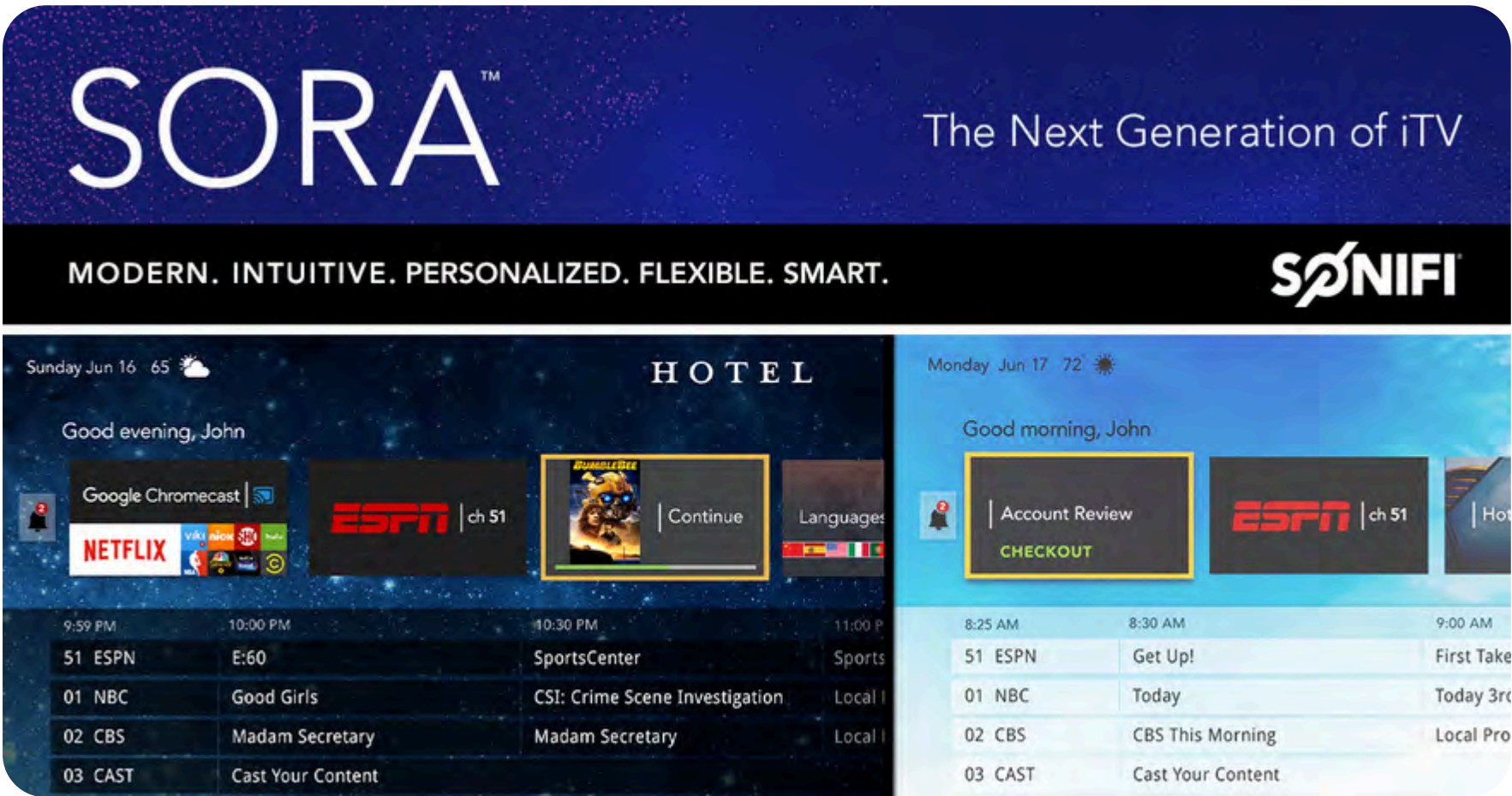
Last Updated: Fri, Apr 7, 2023 at 4:02 PM

PRESS RELEASE

SORA from SONIFI Brings Interactive Platform to Next Level

Los Angeles (June 24, 2019) – SONIFI Solutions introduces SORA, its next-generation interactive platform for hospitality. SORA is designed for the ever-evolving hospitality industry, offering smart features and visually compelling interfaces to deliver memorable and personalized guest experiences.

Designed as a visual complement to a guest’s overall stay, this new platform adapts to the environment, guest-content preferences and more. The product features a flexible platform that operates on and supports multiple in-room hardware options, including Google Chromecast, set-top-boxes and smart TVs. This innovation allows hoteliers to make the most of their existing technology investments and provides them the flexibility to right-size their hardware expense.



In addition to foundational features such as an interactive program guide, video on demand and a hotel directory, incremental custom apps also can be enabled on SORA, such as hotel loyalty features or other branded and sponsored content.

“In developing SORA, we truly listened to the industry,” Kara Heermans, VP of user experience and product management for SONIFI, said in a statement. “Guests experience a content platform that feels familiar yet continually engages them in their stay with the property. Hoteliers have an affordable, hardware-flexible solution that is guest aware. The future of this platform is exciting—integrations with loyalty programs and personal messaging are just the start of what’s to come with SORA.”

“The future of this platform is exciting—integrations with loyalty programs and personal messaging are just the start of what’s to come with SORA.”

View press release on [PR Newswire](#).

...

SONIFI’s next-gen platform SORA has also been featured on:

- + Hospitality Technology
- + Hotel Management
- + Hospitality Leader

Additional Resources

INTERACTIVE SOLUTIONS

Digital hospitality with guest technology: What luxury hotels need to know

READ MORE

INTERACTIVE SOLUTIONS

HITEC Update: Six New In-Room Entertainment Technologies and Integrations

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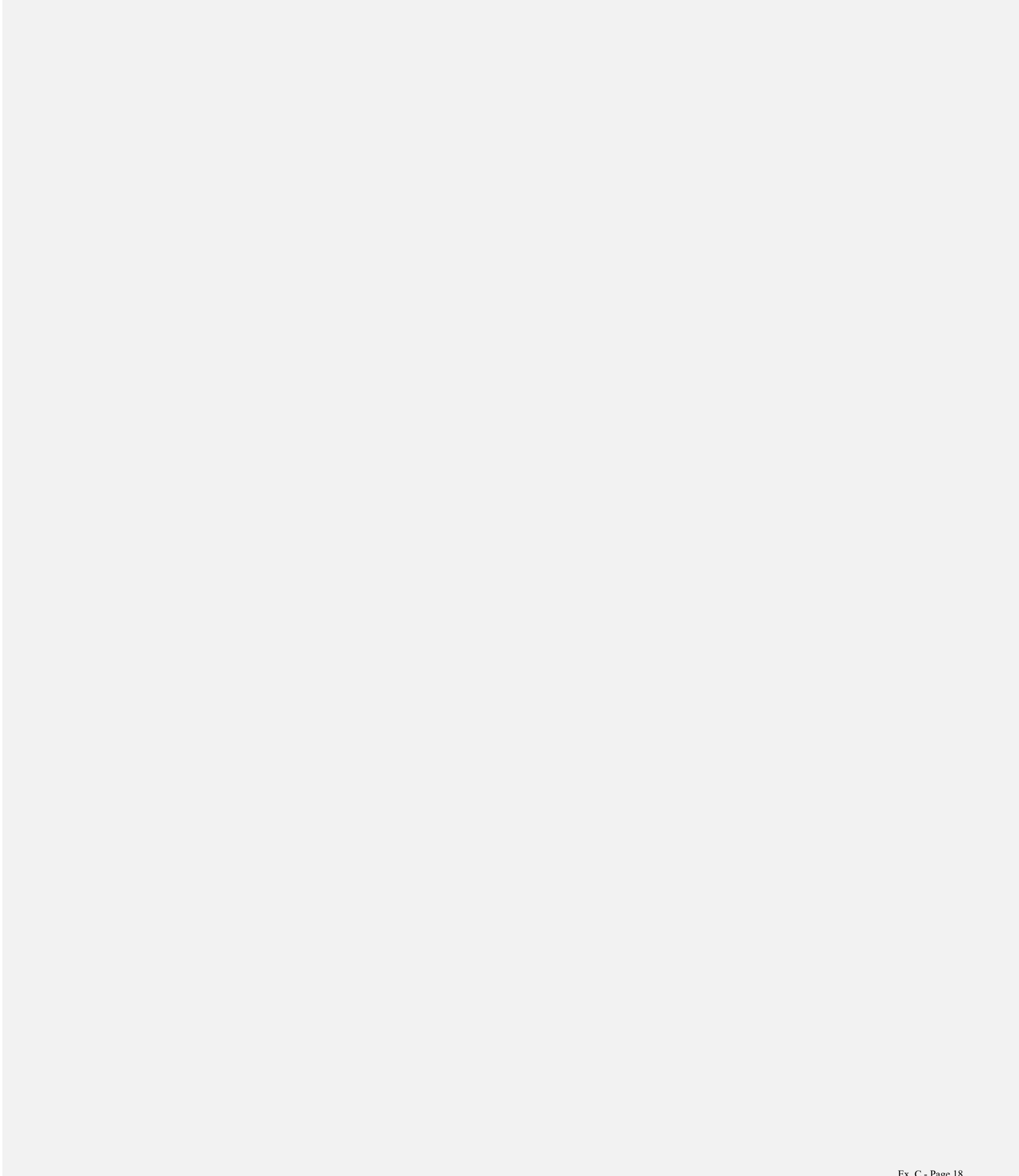
QUESTIONS? CALL [888.563.4363](tel:888.563.4363)

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- What we do
- Resources
- Careers
- Company





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Your work email

Join the waitlist

×

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Connect the critical moments in your employee journey



Automate the tedious HR tasks

**Custom emails**

Personalized emails delivered at the perfect time.

**Surveys & forms**

Collect data, from fun welcome questions to IT needs.

**Task assignments**

Tasks with all of the info needed to get them done.

**Calendar invites**

Never accidentally leave someone off an invite again.

**Slack messages**

Drop a quick note or celebrate a birthday or anniversary.

**Assign buddies**

Collect and assign new hire buddies during onboarding.

**Approvals**

Make sure important tasks don't happen before getting the OK.

**Update employee profiles**

Automatically update your employee profiles as new data is collected.

**Send contracts**

Automatically create and send contracts from DocuSign.



[Privacy Policy](#)[Terms of Service](#)

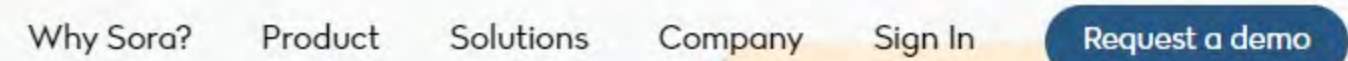
Join the waitlist!

Receive exclusive updates about the upcoming version of Sora!

Your work email

Join the waitlist

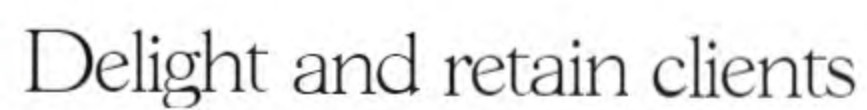
©2024 Sora. All rights reserved.



FOR FINANCIAL ADVISORS

Liability Planning as a Service

Sora's AI debt optimization software helps 350+ financial advisors wow clients and win proposals

[Request a demo](#)

Get clients the best rates on new and existing home, auto, student, and personal loans



Stand out to prospective clients by actively managing their personal balance sheet



Grow your business by saving client's money via Sora's insights and lender ecosystem

We work with too many



SARSI



Eli | ERIC LI



SOUNDVIEW
WEALTH ADVISORS





83% of clients expect their financial advisor to provide debt management...

Only 3% of advisors deliver. Let Sora Finance bring your financial advisory to the next level.

Sora is the debt expert.
You are the client superhero.

Extensive advisor dashboard

Quickly scan clients' liabilities, refinance and new loan opportunities, and credit health.

Automated reports and insights

Comprehensive lender scan



Testimonials

"Sam has been a great help in getting my client's debt under control."

– Jeremy Torgerson, nVest Advisors

"To say, full disclosure, I am a bit of a Sora addict."

– Tushar Kumar, Twin Peaks Wealth Advisor

"Just heard from a client that they were able to refinance their mortgage with Sora."

– [Name Redacted], [Firm Redacted]

Let's Talk

Join top advisors in using Sora grow wealth by requesting a 30-minute demo with our team.

Request a demo



Sora finds clients better deals for their new or existing home, auto, and student loans and seamlessly moves into them.

Stay Up to Date

Sign Up

Why Sora?

- [How it Works](#)
- [Security](#)
- [Pricing](#)
- [Request Demo](#)
- [Lenders](#)

Product

- [Product Overview](#)
- [Analytics](#)



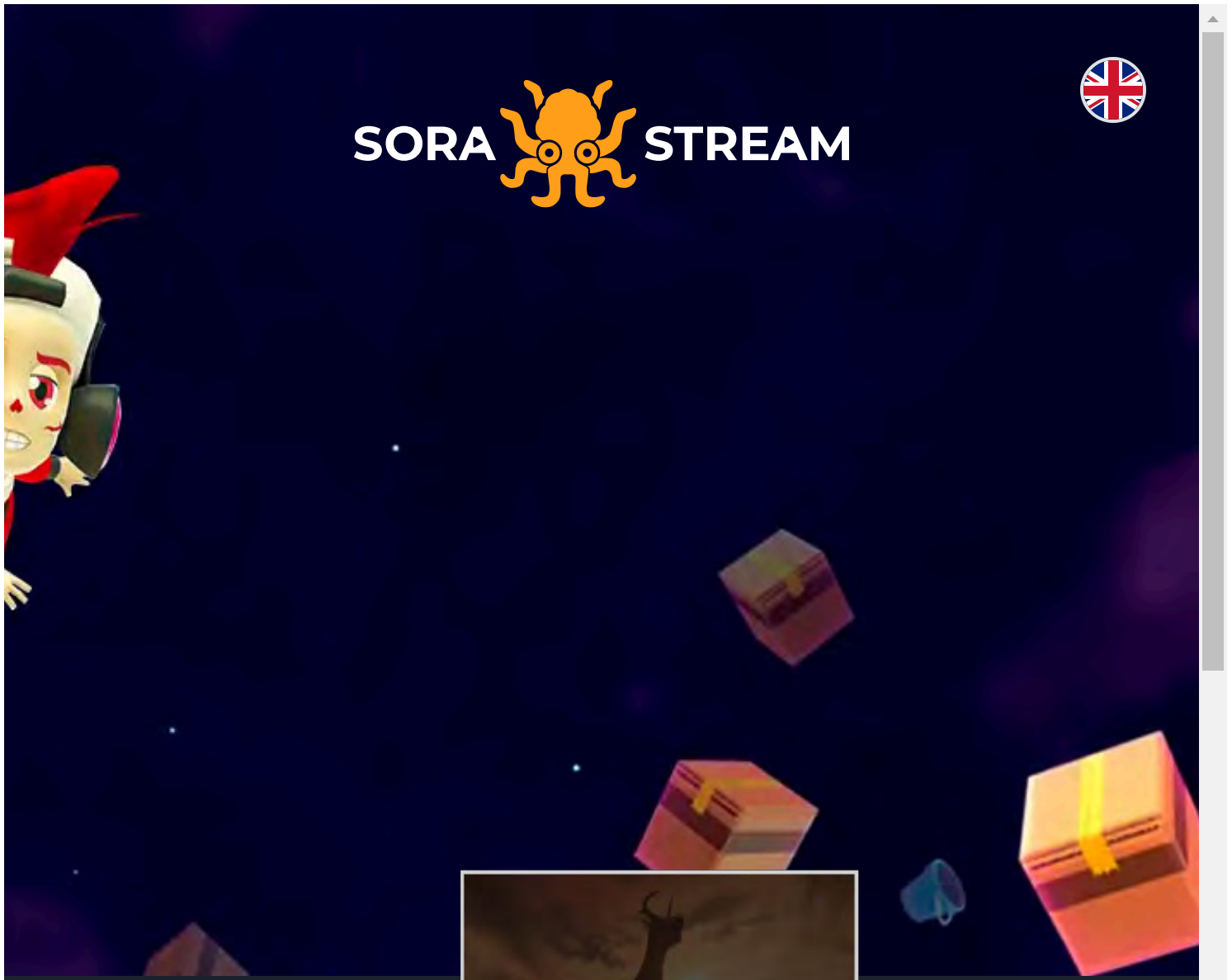
Company

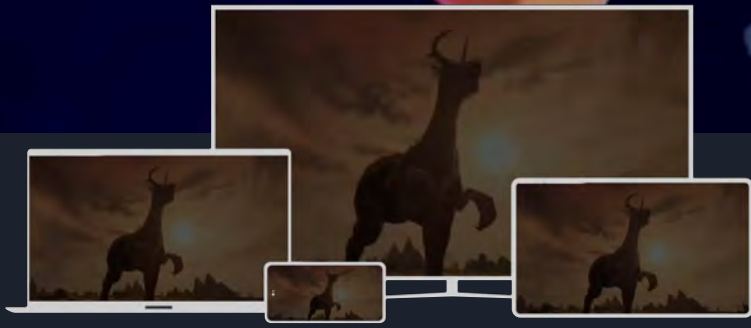
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- [Contact](#)
- [Terms](#)
- [Privacy Policy](#)
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WHENEVER YOU
WANT TO PLAY...
SORA STREAM!

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Sora

The Microsoft Research Software Radio (Sora) is a fully programmable software radio platform based on the commodity multicore CPU in a host PC. With Sora, researchers and engineers can quickly prototype new, high-speed wireless physical and media-access-control layers with a minimum of effort. Microsoft Research Software Radio SDK provides the BRICK model for baseband programming, user mode 802.11a/b/n samples, and a full new debug plot tool. Windows 10 is fully supported.

Project portal: <http://research.microsoft.com/en-us/projects/sora/>

Discussions: <http://social.microsoft.com/Forums/en-US/home?forum=sora>

Releases

No releases published

Packages

No packages published

Contributors 3



qiluo-msft Qi Luo



selvasingh Asir Vedamuthu Selvasingh



microsoft-github-policy-service[bot]

Languages




[Connect](#)
[Connectivity](#) ▾ [Platform](#) ▾ [Plans & Pricing](#) ▾ [Use Cases](#) ▾ [Resources](#) ▾

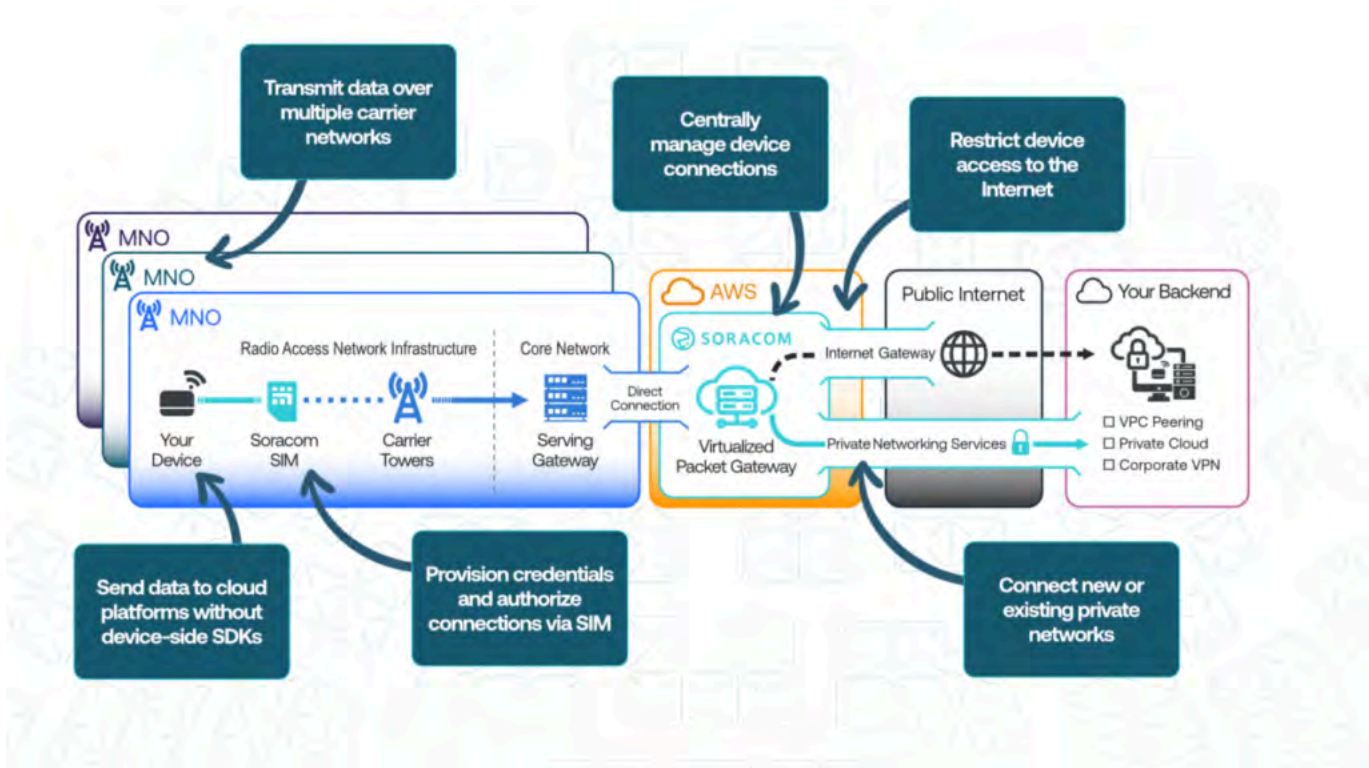
Let's show you around

Learn how Soracom will change how you build, manage, and deploy connected devices using cellular in less time and requiring less development effort.

[Contact Us for a Personalized Product Tour](#)

Data flows differently with Soracom

As a cloud-native cellular network, Soracom (re)designed core telecommunications infrastructure to operate on AWS, overcoming many of the technical constraints responsible for high costs, long lead times, and development delays.

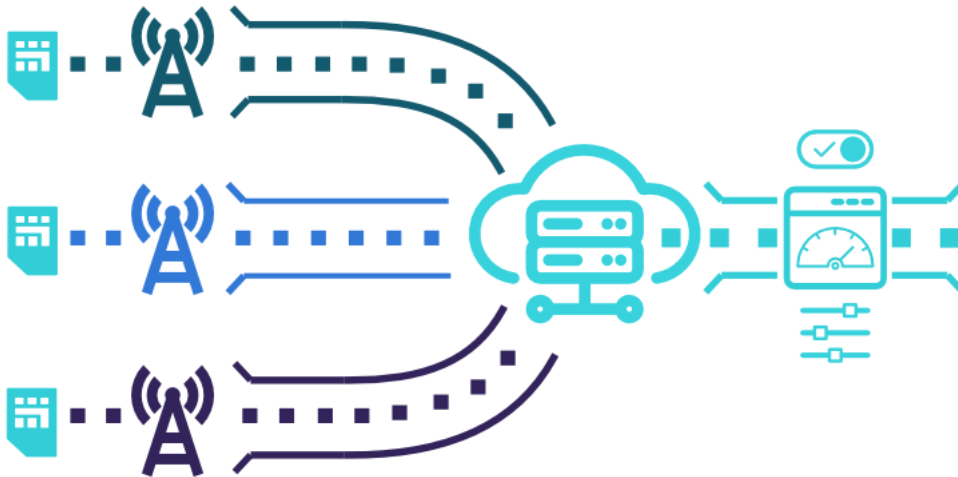


Soracom's network architecture deploys projects faster and drastically reduces the burden put on IoT development teams by applying modern cloud-native software design principles.

Bridge multiple cellular carriers with one network

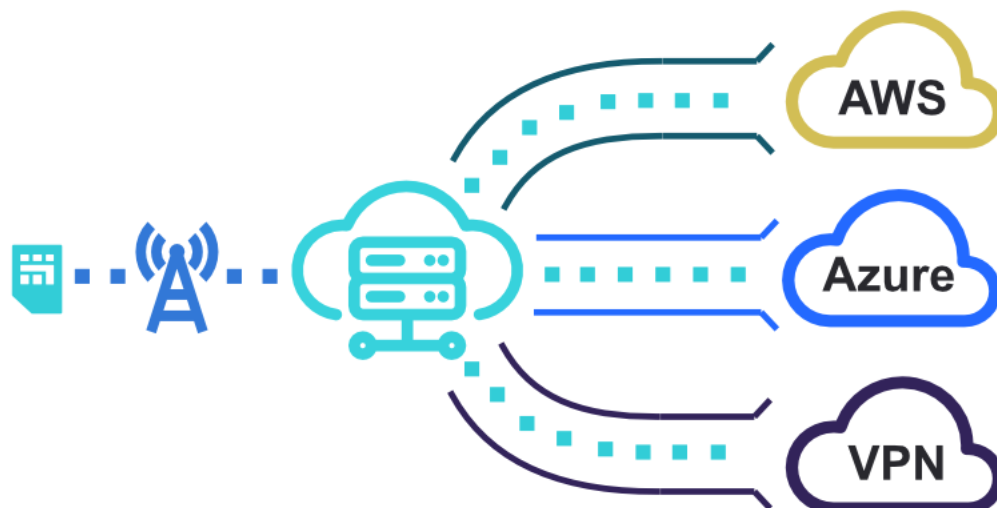
Your SIM/eSIM facilitates connections with regional carrier towers, but 100% of the routing and management of data packets will flow through Soracom's virtualized packet gateway in the cloud.

Monitor and limit data usage, throttle speeds, and maintain secure device networks using multiple cellular carriers at the same time.



Setup direct data pipelines to cloud platforms

Transmit data over cellular between IoT devices and cloud platforms such as [AWS](#), [Microsoft Azure](#), and even [private VPNs](#) – without any complex configuration, or the need to store credentials or install SDKs on the actual hardware.



Create an ultra-secure Intranet of Things network

Device networks on Soracom can choose to turn off all external access to the public internet, directly routing all network traffic to an IoT platform, private cloud, or corporate network without the cost, commitment, or long lead times for private APN setup and configuration. With Soracom, setup is measured in minutes, not months.

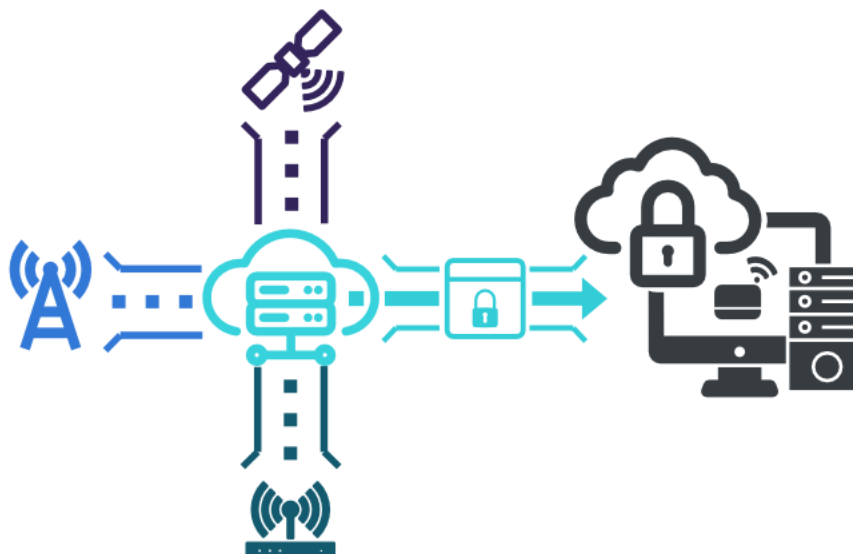
Learn more about [private networking](#)



Integrate blended networks of non-cellular devices

Comfortably manage a blended network of devices using cellular, LPWA, WiFi, ethernet, or even satellite (in select regions) while leveraging the same platform services and secure private networking options.

Learn more about [managing blended networks](#)



[Soracom Platform Services Deep Dive >](#)

Control every connection

Manage devices, control costs and keep your connectivity secure with the Soracom IoT Dashboard and User Console

The screenshot displays the Soracom IoT Dashboard interface. Several callouts highlight key features:

- Assign SIM names and create groups:** Points to the 'Name' and 'Group' columns in the SIM list table.
- Automate actions with Event Handler:** Points to the 'New Automation' modal window, which shows a target SIM ID, a trigger (Exceeds 10MB per day), and an action (Deactive SIM).
- Restrict SIMs to devices with IMEI lock:** Points to the 'IMEI Lock' column in the SIM list table.
- Order new SIMs on demand:** Points to the 'New Order' modal window, which shows a list of SIM packs and a 'Place order' button.
- Store data and visualise usage consumption:** Points to the 'Data Usage' chart, which shows a line graph of data consumption over time.

Manage SIM cards individually with custom groups and tags

Monitor activity and organize your SIM cards and devices in your User Console. By assigning, grouping, and tagging SIMs you can generate reports, set alerts, and add helpful context. Group by customer location, set tags for device type or where it was installed (e.g. North Boiler Room)

The screenshot displays the Soracom SIM Management console. At the top, there's a navigation bar with 'Menu', 'SORACOM', 'Global', and 'Support'. Below it, a message states: 'You are using the new SIM Management console. Switch to the old version.' The main interface includes a '+ Register SIM' button, 'Details', 'Actions', and a settings icon. A search bar is labeled 'Search by any attribute:'. Below this is a table of SIM cards:

☐	SIM ID	Name	Group	ICCID	Status	Country / Area	Plan	Subscription	Speed class	Expiry Date / Time	IME
☐	8942310018004895621	production SIM		8942310018004895621	Active ONLINE	United Kingdom	IT	plan01s	sl.standz	(Not specified)	
☐	8942310220000897524	Test SIM Card	Soracom Demo	8942310220000897524	Active OFFLINE		IT	plan01s	sl.standz	(Not specified)	

Below the table is a map view showing a geographical area with labels like 'Pontarddulais' and 'Pontardawe'. A video player interface is overlaid on the map, showing a play button and a progress bar from 0:00 to 0:15.

Example: Want to know where a group of specific devices are connecting? Display the connections on a map.

Start, pause, or stop service for inactive or seasonal SIMs

Start, pause, and stop SIM cards right from the Soracom IoT dashboard. Control your costs and keep your monthly bill as low as possible. Manually deactivate SIMs based on seasonality or create automated sequences to manage SIM lifecycle across your entire device fleet.

This screenshot shows the Soracom SIM Management console with one SIM card selected. The table is as follows:

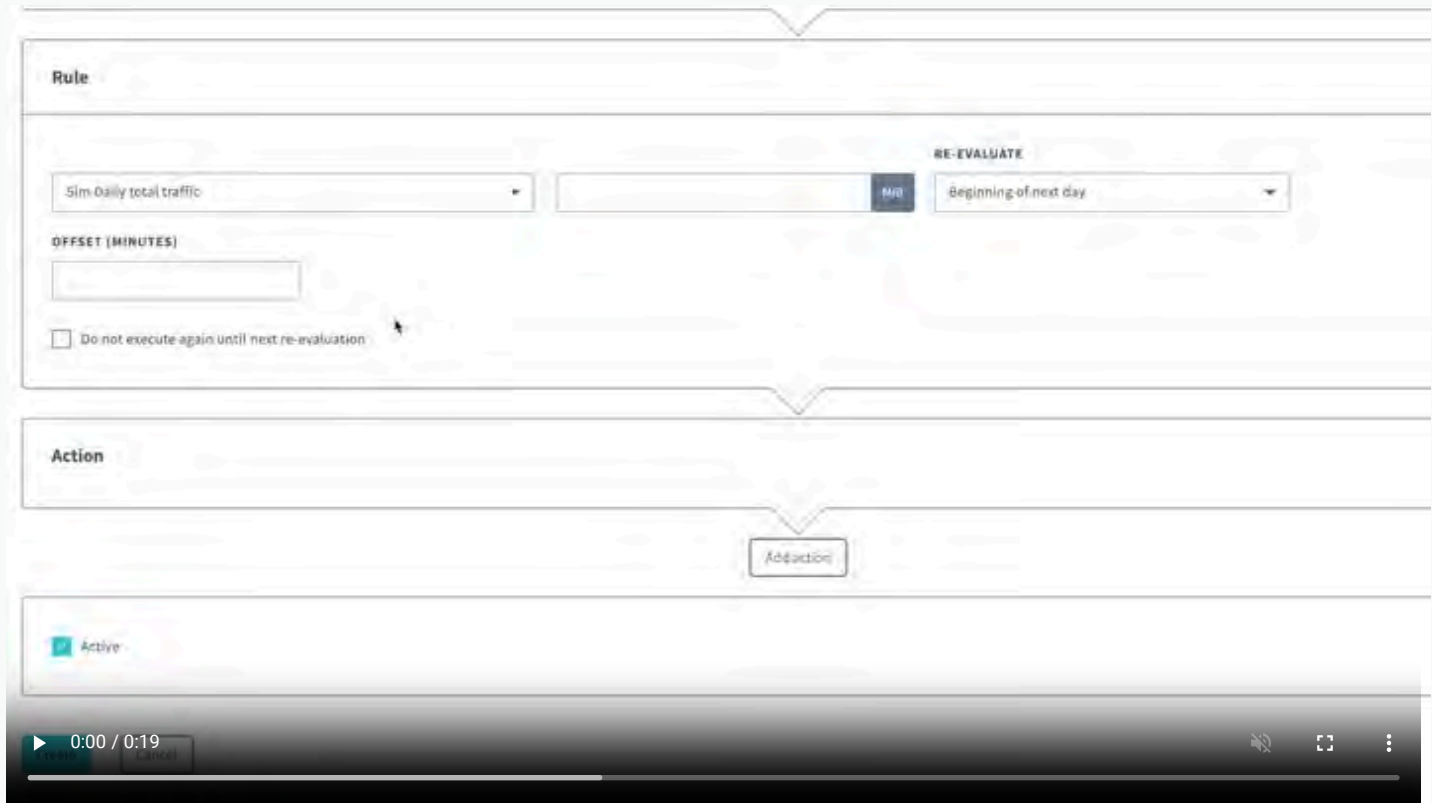
☐	SIM ID	Name	Group	ICCID	Status	Country / Area	Plan	Subscription	Speed class	Expiry Date / Time	IME
☒	8942310018004895621	my SIM card	production	8942310018004895621	Active ONLINE	United Kingdom	IT	plan01s	sl.standz	(Not specified)	
☐	8942310220000897524	Test SIM Card	Soracom Demo	8942310220000897524	Active OFFLINE		IT	plan01s	sl.standz	(Not specified)	

The map view below the table shows a different geographical area, including labels like 'Boston', 'Springfield', and 'Worcester'. A video player interface is overlaid on the map, showing a play button and a progress bar from 0:00 to 0:09.

Take action before a device uses too much data

Address expensive mistakes before they happen by using the Event Handler. When SIMs reach a configurable data use threshold you can send email or text notifications, [post a Slack message](#) (by executing a web request), or even deactivate the SIM. This only scratches the surface of what Event Handler can do for you.

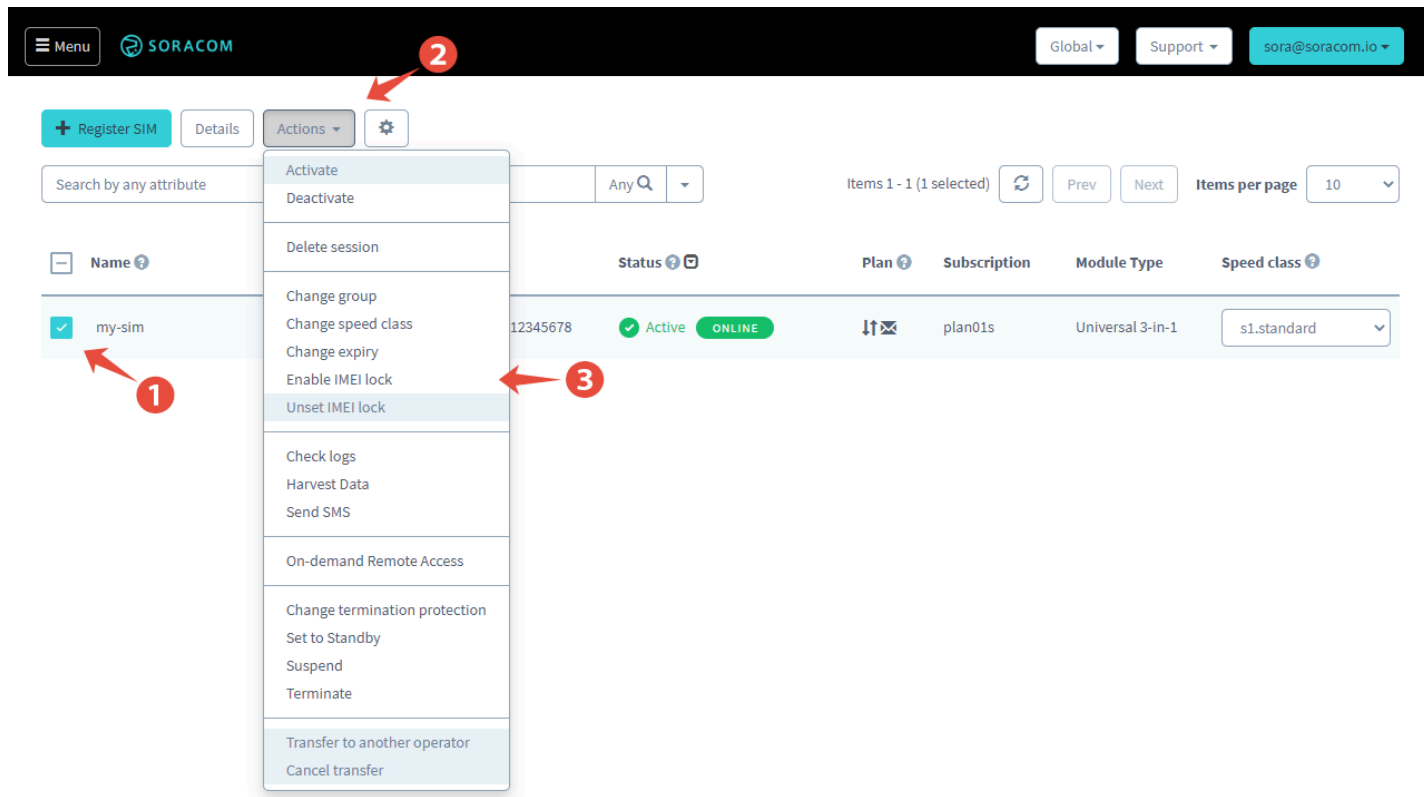
Learn more about [Soracom Event Handler](#)



Avoid abuse and lock a SIM to a specific device

If you're concerned about unauthorized users moving a physical SIM to another device, limit SIM cards to be used only in the devices they're intended for with [IMEI lock](#) from the user console.

Need more security? Use [CHAP authentication](#) to add an extra layer of username and password authentication on top of SIM authentication.

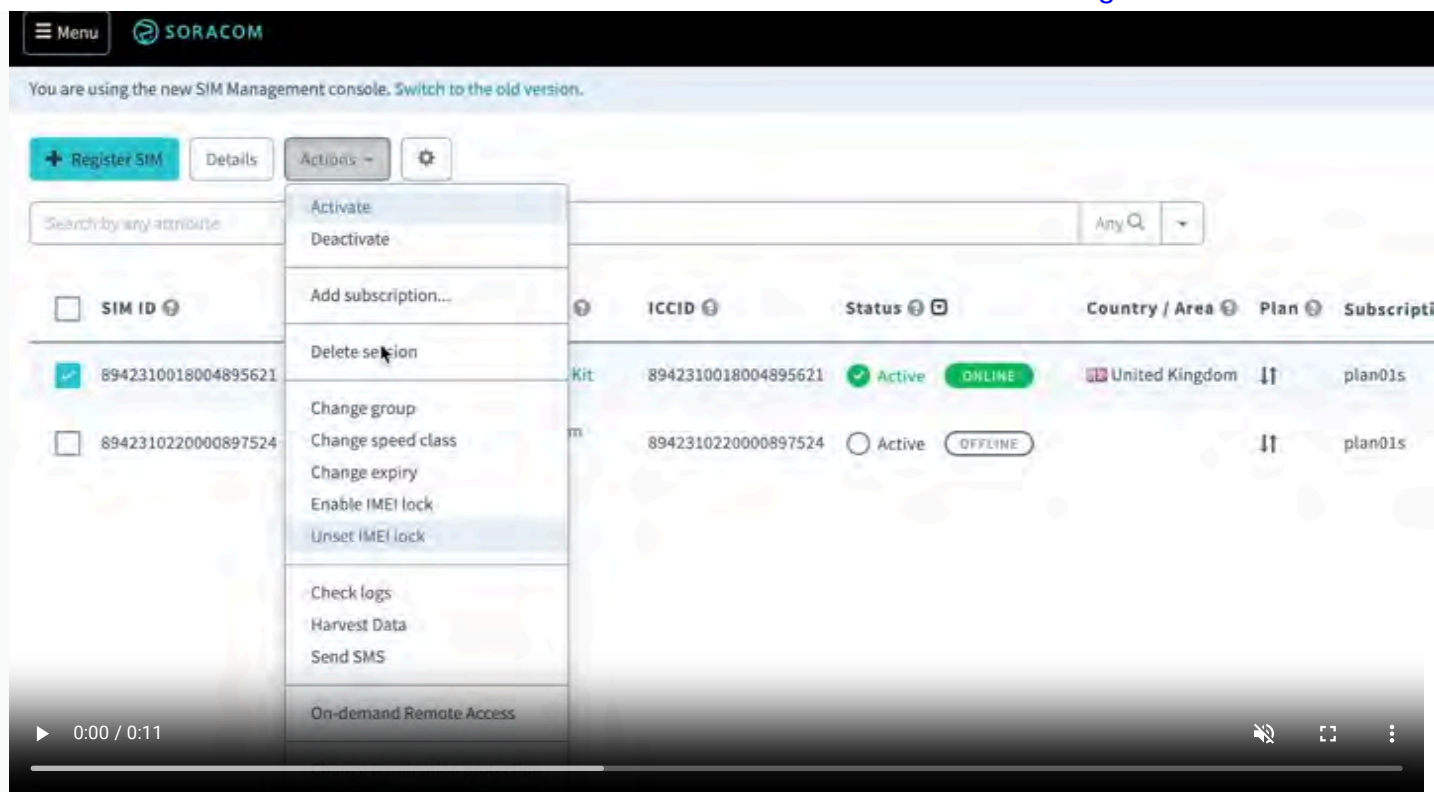


The screenshot displays the SORACOM web interface. At the top, there is a navigation bar with a 'Menu' icon, the SORACOM logo, and links for 'Global', 'Support', and 'sora@soracom.io'. Below the navigation bar, there is a section for managing SIM cards. On the left, a list of SIM cards is shown, with 'my-sim' selected. A red arrow labeled '1' points to the checkbox next to 'my-sim'. In the center, an 'Actions' dropdown menu is open, showing various options. A red arrow labeled '2' points to the 'Actions' dropdown button. Another red arrow labeled '3' points to the 'Unset IMEI lock' option in the menu. The background shows a table with columns for 'Status', 'Plan', 'Subscription', 'Module Type', and 'Speed class'. The 'Status' column shows 'Active' and 'ONLINE' for the selected SIM card.

Remotely access any device in the field through your SIM

Perform on-demand remote access for maintenance and other typical remote access tasks, without relay servers or installing agent software on the device.

Learn more about [on-demand remote access](#)



Open a port on a device for up to 8 hours within the User Console and then use SSH or your favorite remote access client.

[User Console Deep Dive >](#)

Made with developers in mind

Developers have the option to manage, integrate, and build connectivity into their projects with the tools they are most comfortable with.

Build any Soracom console features into your own software

If you prefer code, use Soracom's [CLI](#) (command line interface) to manually call our REST API or integrate [REST API](#) calls in your own software to replicate features of the User Console. There is no single development path to implement connectivity with Soracom.



Use developer guides and documentation to learn more

Access detailed [developer guides](#), [documentation](#), and [downloads](#) for Soracom SDKs, code libraries, and tools.



Review the code repository of example projects

Get started quickly and leverage a repository of example project code catalog of [GitHub repos](#).



[Developer Resources Deep Dive >](#)



Soracom Named as a Visionary in 2023 Gartner® Magic Quadrant™ for Managed IoT Connectivity Services, Worldwide

Get the Gartner overview of Managed IoT Connectivity Service vendors.

[Learn more >](#)



[I'd Like a Follow-up Discussion >](#)

First Name*

Last Name*

Business Email*

Company Name*

Job Title

Phone Number

Industry*

Company Size

Project Stage

Country/Region*

How Can We Help?

How Did You Learn About Soracom?

We'd like to reach out when we have something worth sharing. You can always change your mind and opt-out at any time.

☐ Email me product updates, resources, surveys, offers, and event info.☐ Agree to our [privacy policy](#)? *[Get Started >](#)[Watch demo](#)

Products



Platform Services



Network Services



Customer Stories



Soracom Store



Resources



Company



Our Mission

At Soracom, our mission is to give technical innovators the tools they need to build a more connected world.



[Terms of Use](#)

[Privacy Policy](#)

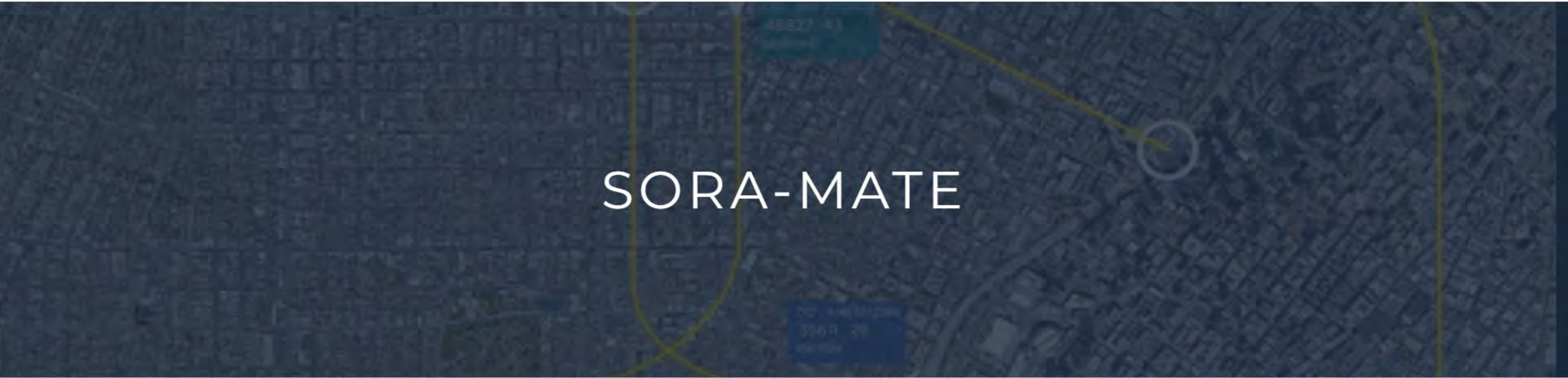
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[Status Dashboard](#)

[Soracom UK GB](#)

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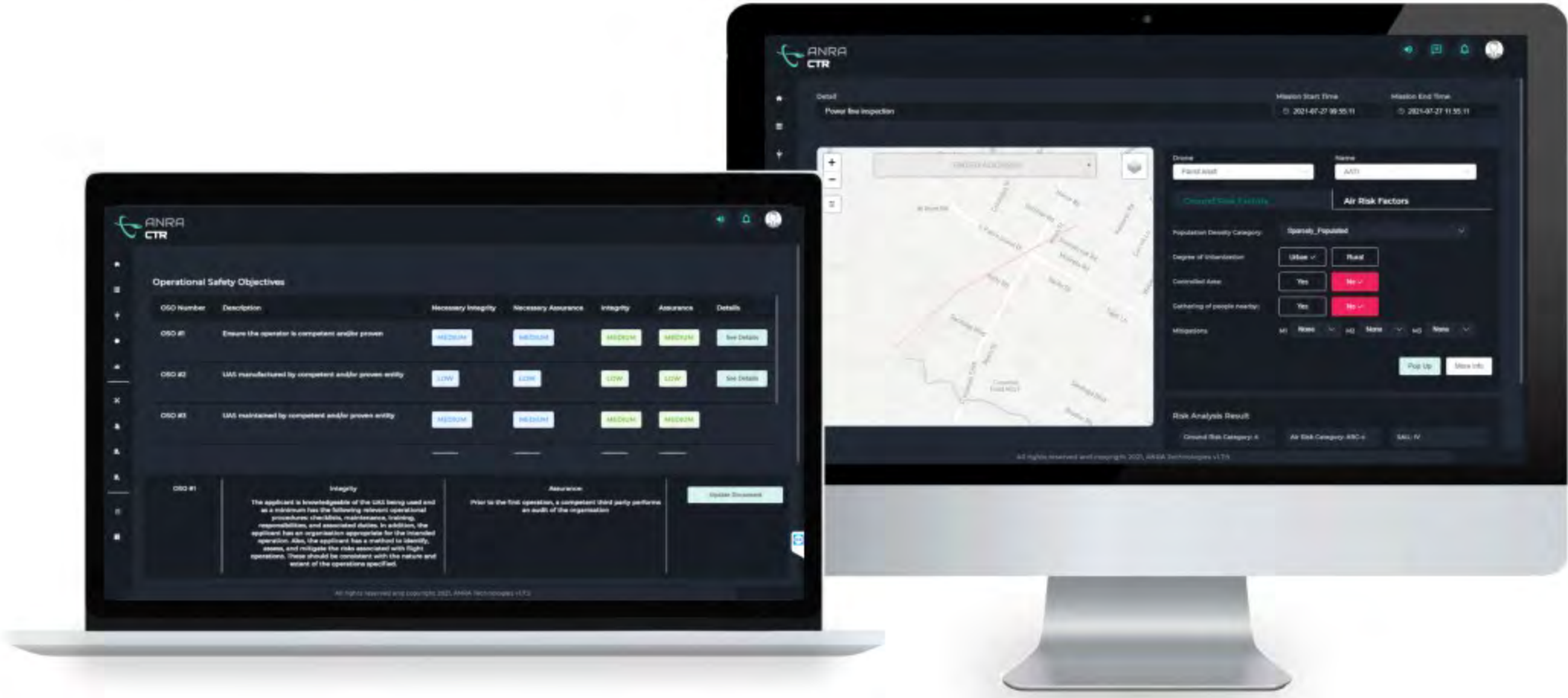




A FULLY INTEGRATED SPECIFIED OPERATIONS RISK ASSESSMENT CAPABILITY THAT ENABLES PILOTS TO PERFORM A RISK ASSESSMENT FOR OPERATIONS IN THE ‘SPECIFIC’ CATEGORY PER EUROPEAN UNION AVIATION SAFETY AGENCY (EASA) REGULATIONS

SORA-Mate software helps the pilot to assess if an operation can be safely conducted answering a series of easy-to-follow questions about the flight. Our tool is not expected to provide answers to all the challenges but leverages available data within our Unmanned Traffic Management platform in a structured way to score and categorize ground and air risk factors. Operators who wish to go beyond the limitations of the EASA Open category and desire to fly more complex operations will need to demonstrate appropriate mitigation to lower air and ground risk to acceptable levels. Our SORA software will help develop the safety case to obtain approvals from authorities and more importantly, provide the operator information to make better decisions before launching.

SORA-Mate consumes data for airspace classification, weather, NOTAMs, strategic conflicts, population and more. This integrated data is then presented to pilots, allowing them to select options to match their mission profile. Outputs include Specific Assurance and Integrity Levels (SAIL) and the robustness of operational safety objectives. SORA is an accepted means of compliance in the EASA and in the UK, a de-facto standard of risk assessment. It is accepted and widely recognized by national civil aviation authorities as a common methodology to assess risk.

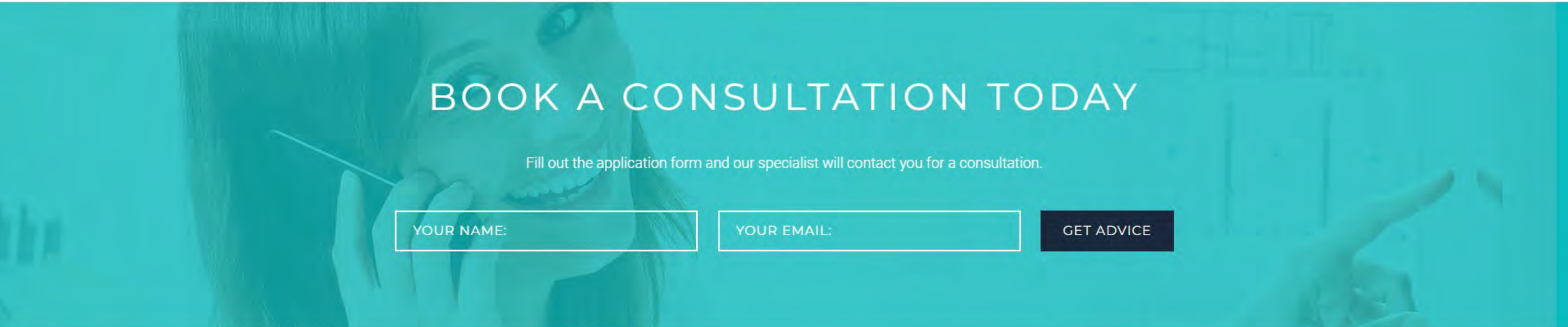


Our ANRA family of technology allows you to add additional features for a more complete solution. Each of our software platforms are seamlessly integrated, lowering your costs and increasing your speed to market. Check out our other ANRA offerings to see how we might improve your operations, today.

[Book a consultation today below to get access to SORA-Mate.](#)

AIRSPACE MANAGEMENT – LOOKING AHEAD





BOOK A CONSULTATION TODAY

Fill out the application form and our specialist will contact you for a consultation.

YOUR NAME:

YOUR EMAIL:

GET ADVICE

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STATUS	DOCUMENTS	MAINTENANCE	Back to Search	Print
Generated on: This page was generated by TSDR on 2024-03-01 16:30:31 EST				
Mark: SORA		Sora		
US Serial Number: 88691912		Application Filing Date: Nov. 14, 2019		
US Registration Number: 6079327		Registration Date: Jun. 16, 2020		
Filed as TEAS Plus: Yes		Currently TEAS Plus: Yes		
Register: Principal				
Mark Type: Service Mark				
TM5 Common Status Descriptor:				
		LIVE/REGISTRATION/Issued and Active		
		The trademark application has been registered with the Office.		
Status:		Registered. The registration date is used to determine when post-registration maintenance documents are due.		
Status Date:		Jun. 16, 2020		
Publication Date:		Mar. 31, 2020		
▼ Mark Information ▲ Collapse All				
Mark Literal Elements:		SORA		
Standard Character Claim:		Yes. The mark consists of standard characters without claim to any particular font style, size, or color.		
Mark Drawing Type:		4 - STANDARD CHARACTER MARK		
▼ Goods and Services				
Note:				

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Education services, namely, providing online cognitive assessments and training programs that help identify cognitive strengths and weaknesses of an individual; Education services, namely, providing hands-on opportunities for children in the field of intuitive engineering through live, broadcast, and on-line classes, seminars, workshops, training and curriculum development for children, parents and educators; Educational services, namely, conducting on line and telephonic instruction and courses in the field math, science, ELA, humanities, STEM, and other required subjects; Educational services, namely, providing online instruction in the field of math, science, ELA, humanities, STEM, and other required subjects via an online website; Educational programs, namely, pre-schools; Providing after school educational programs for children in grades 8-12; Providing courses of instruction at the primary and secondary level

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 01, 2018

Use in Commerce: Oct. 01, 2018

▼ Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

▼ Current Owner(s) Information

Owner Name: Sora Schools, Inc.

Owner Address: 3343 Peachtree Rd NE STE 145-606
Atlanta, GEORGIA UNITED STATES 30326

Legal Entity Type: CORPORATION

**State or Country Where
Organized:** DELAWARE

▼ Attorney/Correspondence Information

Attorney of Record**Attorney Name:** Ryan Shaening Pokrasso**Attorney Primary Email Address:** ryan@spzlegal.com**Attorney Email Authorized:** Yes**Correspondent****Correspondent Name/Address:** Ryan Shaening Pokrasso
SPZ Legal, P.C.
548 Market Street, Suite 69525
San Francisco, CALIFORNIA UNITED STATES 94104-5401**Phone:** 5106801068**Correspondent e-mail:** ryan@spzlegal.com hash@spzlegal.com
trademarks@spzlegal.com**Correspondent e-mail Authorized:** Yes**Domestic Representative - Not Found****▼ Prosecution History**

Date	Description	Proceeding Number
May 31, 2023	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
May 31, 2023	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
May 31, 2023	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Apr. 13, 2023	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	
Apr. 13, 2023	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Apr. 13, 2023	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Apr. 13, 2023	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	
Apr. 13, 2023	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Apr. 13, 2023	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Jun. 16, 2020	REGISTERED-PRINCIPAL REGISTER	
Mar. 31, 2020	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Mar. 31, 2020	PUBLISHED FOR OPPOSITION	
Mar. 11, 2020	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Feb. 25, 2020	APPROVED FOR PUB - PRINCIPAL REGISTER	

Feb. 19, 2020

ASSIGNED TO EXAMINER

Nov. 20, 2019

NEW APPLICATION OFFICE SUPPLIED DATA ENTERED

Nov. 18, 2019

NEW APPLICATION ENTERED

▼ TM Staff and Location Information**TM Staff Information - None****File Location****Current Location:** PUBLICATION AND ISSUE SECTION**Date in Location:** Jun. 16, 2020**▼ Assignment Abstract Of Title Information - Click to Load****▼ Proceedings - Click to Load**

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Generated on:

This page was generated by TSDR on 2024-03-01 16:29:58 EST

Mark:

SORA

SORA

US Serial Number:

86353729

Application Filing Date:

Jul. 31, 2014

US Registration Number:

4882484

Registration Date:

Jan. 05, 2016

Register:

Principal

Mark Type:

Service Mark

TM5 Common Status Descriptor:

LIVE/REGISTRATION/Issued and Active
The trademark application has been registered with the Office.

Status:

A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date:

Aug. 12, 2022

Publication Date:

Aug. 04, 2015

Notice of Allowance Date:

Sep. 29, 2015

▼ Mark Information

[▲ Collapse All](#)

Mark Literal Elements:

SORA

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

▼ Related Properties Information

Claimed Ownership of US Registrations:

[4105178](#)

▼ Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Computer hardware and software consulting services; Computer monitoring service which tracks hardware performance and processes and sends out historical reports and alerts; Computer network design for others; Computer programming and software design; Computer security consultancy; Computer services, namely, computer system administration for others; Computer services, namely, data recovery services; Computer services, namely, remote and on-site management of information technology systems of others; Computer systems analysis; Computer technical support services, namely, 24/7 service desk/help desk services for IT infrastructure, operating systems, database systems, and web applications; Computer virus protection services; Consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others; Online computer services, namely, providing spam filtering services to protect websites and online applications from receiving unsolicited messages; Recovery of computer data; Remote computer backup services; Technical advice relating to operation of computers; Technical support services, namely, troubleshooting in the nature of diagnosing computer hardware and software problems; Technological planning and consulting services in the field of computer hardware systems

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Apr. 20, 2015

Use in Commerce: Apr. 20, 2015

▼ Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

▼ Current Owner(s) Information

Owner Name: Sora Technologies, LLC

Owner Address:	9011 North University Peoria, ILLINOIS UNITED STATES 61615		
Legal Entity Type:	LIMITED LIABILITY COMPANY	State or Country Where Organized:	ILLINOIS

▼ **Attorney/Correspondence Information**

Attorney of Record

Attorney Name:	Jonathan LA Phillips		
Attorney Primary Email Address:	jlap@pb-iplaw.com	Attorney Email Authorized:	Yes

Correspondent

Correspondent Name/Address:	Jonathan LA Phillips Phillips & Bathke, P.C. 4541 North Prospect Road, Suite 300A Peoria Heights, ILLINOIS UNITED STATES 61616		
Phone:	(309) 643-6518		
Correspondent e-mail:	jlap@pb-iplaw.com	Correspondent e-mail Authorized:	Yes

Domestic Representative - Not Found

▼ **Prosecution History**

Date	Description	Proceeding Number
Aug. 12, 2022	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Aug. 12, 2022	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Aug. 09, 2022	TEAS RESPONSE TO OFFICE ACTION-POST REG RECEIVED	
Jun. 15, 2022	POST REGISTRATION ACTION MAILED - SEC. 8 & 15	
Jun. 15, 2022	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Jan. 03, 2022	TEAS SECTION 8 & 15 RECEIVED	
Apr. 29, 2021	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Apr. 29, 2021	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Apr. 29, 2021	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	

Jan. 05, 2021	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED
Feb. 27, 2019	TEAS CHANGE OF CORRESPONDENCE RECEIVED
Jan. 22, 2016	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED
Jan. 22, 2016	TEAS CHANGE OF OWNER ADDRESS RECEIVED
Jan. 22, 2016	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED
Jan. 22, 2016	TEAS CHANGE OF OWNER ADDRESS RECEIVED
Jan. 05, 2016	REGISTERED-PRINCIPAL REGISTER
Dec. 01, 2015	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED
Nov. 30, 2015	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED
Nov. 23, 2015	STATEMENT OF USE PROCESSING COMPLETE
Nov. 06, 2015	USE AMENDMENT FILED
Nov. 19, 2015	CASE ASSIGNED TO INTENT TO USE PARALEGAL
Nov. 06, 2015	TEAS STATEMENT OF USE RECEIVED
Sep. 29, 2015	NOA E-MAILED - SOU REQUIRED FROM APPLICANT
Aug. 04, 2015	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
Aug. 04, 2015	PUBLISHED FOR OPPOSITION
Jul. 15, 2015	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
Jun. 26, 2015	LAW OFFICE PUBLICATION REVIEW COMPLETED
Jun. 18, 2015	APPROVED FOR PUB - PRINCIPAL REGISTER
May 27, 2015	TEAS/EMAIL CORRESPONDENCE ENTERED
May 27, 2015	CORRESPONDENCE RECEIVED IN LAW OFFICE
May 20, 2015	ASSIGNED TO LIE
May 18, 2015	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Nov. 20, 2014	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Nov. 20, 2014	NON-FINAL ACTION E-MAILED
Nov. 20, 2014	NON-FINAL ACTION WRITTEN
Nov. 14, 2014	ASSIGNED TO EXAMINER
Aug. 08, 2014	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED

▼ **TM Staff and Location Information**

TM Staff Information - None	
File Location	
Current Location:	TMO LAW OFFICE 110
Date in Location:	Aug. 12, 2022
▼ Assignment Abstract Of Title Information - Click to Load	
▼ Proceedings - Click to Load	

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STATUS	DOCUMENTS	Back to Search	Print
Generated on: This page was generated by TSDR on 2024-03-01 16:28:46 EST			
Mark: SORA		SORA	
US Serial Number: 97396658		Application Filing Date: May 05, 2022	
Register: Principal			
Mark Type: Trademark, Service Mark			
TM5 Common Status Descriptor:		LIVE/APPLICATION/Under Examination	
		The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.	
Status:		An Office action suspending further action on the application has been sent (issued) to the applicant. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.	
Status Date: May 25, 2023			
▼ Mark Information ▲ Collapse All			
Mark Literal Elements: SORA			
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.			
Mark Drawing Type: 4 - STANDARD CHARACTER MARK			
▼ Goods and Services			
Note:			
The following symbols indicate that the registrant/owner has amended the goods/services:			
• Brackets [...] indicate deleted goods/services; • Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and			

- Asterisks *..* identify additional (new) wording in the goods/services.

For: Downloadable computer software for the collection, management, storage, processing, analysis and visualization of geospatial data; downloadable computer software for the storage and visualization of geospatial data on a map or other visualization; downloadable computer software development tools and software libraries for the generation, storage, processing and visualization of geospatial data; downloadable computer software development tools for the generation, storage, processing and visualization of geospatial data and software libraries being downloadable computer software for connecting computer hardware devices to data for third-party cloud services and SaaS services for the transmission, management, collection, storage and processing of the geospatial data; downloadable computer software development tools for the generation, storage, processing and visualization of geospatial data and software libraries being downloadable computer software for building geospatial data applications

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(b)

For: Software as a service (SaaS) featuring software for the collection, management, storage, processing, analysis and visualization of geospatial data; software as a service (SaaS) featuring software for the storage and visualization of geospatial data on a map or other visualization; providing non-downloadable computer software development tools and software libraries for the generation, storage, processing and visualization of geospatial data; providing non-downloadable computer software being non-downloadable computer software development tools for the generation, storage, processing and visualization of geospatial data and non-downloadable software libraries for connecting computer hardware devices to data for third-party cloud services and SaaS services for the transmission, management, collection, storage and processing of the geospatial data; providing non-downloadable computer software being non-downloadable computer software development tools for the generation, storage, processing and visualization of geospatial data and non-downloadable software libraries for building geospatial data applications

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(b)

▼ Basis Information (Case Level)

Filed Use: No

Currently Use: No

Filed ITU: Yes

Currently ITU: Yes

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

▼ **Current Owner(s) Information**

Owner Name:	Swift Navigation, Inc.		
Owner Address:	201 Mission, Ste. 2400 San Francisco, CALIFORNIA UNITED STATES 94105		
Legal Entity Type:	CORPORATION	State or Country Where Organized:	DELAWARE

▼ **Attorney/Correspondence Information****Attorney of Record**

Attorney Name:	Hoang-chi Truong	Docket Number:	10284-00502-
Attorney Primary Email Address:	trademarks@patentlawworks.net	Attorney Email Authorized:	Yes

Correspondent

Correspondent Name/Address:	Hoang-chi Truong PATENT LAW WORKS LLP 4516 South 700 East, Suite 290 SALT LAKE CITY, UTAH UNITED STATES 84107		
Phone:	650-537-4504	Fax:	801-355-0160
Correspondent e-mail:	trademarks@patentlawworks.net	Correspondent e-mail Authorized:	Yes

Domestic Representative - Not Found▼ **Prosecution History**

Date	Description	Proceeding Number
Jan. 08, 2024	SUSPENSION CHECKED - TO ATTORNEY FOR ACTION	
May 25, 2023	NOTIFICATION OF LETTER OF SUSPENSION E-MAILED	
May 25, 2023	LETTER OF SUSPENSION E-MAILED	
May 25, 2023	SUSPENSION LETTER WRITTEN	
May 24, 2023	TEAS/EMAIL CORRESPONDENCE ENTERED	
May 22, 2023	CORRESPONDENCE RECEIVED IN LAW OFFICE	

May 22, 2023	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Feb. 23, 2023	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Feb. 23, 2023	NON-FINAL ACTION E-MAILED
Feb. 23, 2023	NON-FINAL ACTION WRITTEN
Feb. 23, 2023	ASSIGNED TO EXAMINER
May 10, 2022	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
May 09, 2022	NEW APPLICATION ENTERED

▼ TM Staff and Location Information

TM Staff Information

TM Attorney: DUBIN, DAVID I

Law Office Assigned: LAW OFFICE 107

File Location

Current Location: TMEG LAW OFFICE 107

Date in Location: Jan. 08, 2024

▼ Assignment Abstract Of Title Information - Click to Load

▼ Proceedings - Click to Load

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STATUS	DOCUMENTS	MAINTENANCE	Back to Search	Print
Generated on: This page was generated by TSDR on 2024-03-01 16:31:02 EST				
Mark: SORA				
SORA				
US Serial Number: 88414810		Application Filing Date: May 03, 2019		
US Registration Number: 6065604		Registration Date: May 26, 2020		
Filed as TEAS RF: Yes		Currently TEAS RF: Yes		
Register: Principal				
Mark Type: Trademark				
TM5 Common Status Descriptor:		LIVE/REGISTRATION/Issued and Active		
		The trademark application has been registered with the Office.		
Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.				
Status Date: May 26, 2020				
Publication Date: Oct. 08, 2019		Notice of Allowance Date: Dec. 03, 2019		
Mark Information Collapse All				
Mark Literal Elements: SORA				
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.				
Mark Drawing Type: 4 - STANDARD CHARACTER MARK				
Goods and Services				
Note:				

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For:	Interoperable communication system designed to provide radio, streaming video, wireless internet, and VOIP phone; downloadable computer software for accessing and transmitting data and content among consumer electronics devices and displays		
International Class(es):	009 - Primary Class	U.S Class(es):	021, 023, 026, 036, 038
Class Status:	ACTIVE		
Basis:	1(a)		
First Use:	Jun. 24, 2019	Use in Commerce:	Jun. 24, 2019

▼ Basis Information (Case Level)

Filed Use:	No	Currently Use:	Yes
Filed ITU:	Yes	Currently ITU:	No
Filed 44D:	No	Currently 44D:	No
Filed 44E:	No	Currently 44E:	No
Filed 66A:	No	Currently 66A:	No
Filed No Basis:	No	Currently No Basis:	No

▼ Current Owner(s) Information

Owner Name:	Sonifi Solutions, Inc.		
Owner Address:	3900 West Innovation Street Sioux Falls, SOUTH DAKOTA UNITED STATES 57107		
Legal Entity Type:	CORPORATION	State or Country Where Organized:	DELAWARE

▼ Attorney/Correspondence Information

Attorney of Record

Attorney Name:	A. Reagan Fibbe
-----------------------	-----------------

Attorney Primary Email Address:		reagan@fibbelightner.com		Attorney Email Authorized: Yes	
Correspondent					
Correspondent Name/Address:		A. Reagan Fibbe FIBBE LIGHTNER LLP 3733-1 WESTHEIMER, NO. 1009 HOUSTON, TEXAS UNITED STATES 77027			
Phone:		832-338-8090		Fax: 832-408-8558	
Correspondent e-mail:		robin@fibbelightner.com reagan@fibbelightner.com reagan@fibbelightner.com		Correspondent e-mail Authorized: Yes	
Domestic Representative - Not Found					
▼ Prosecution History					
Date	Description	Proceeding Number			
May 26, 2020	REGISTERED-PRINCIPAL REGISTER				
Apr. 24, 2020	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED				
Apr. 23, 2020	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED				
Apr. 20, 2020	STATEMENT OF USE PROCESSING COMPLETE				
Apr. 06, 2020	USE AMENDMENT FILED				
Apr. 20, 2020	CASE ASSIGNED TO INTENT TO USE PARALEGAL				
Apr. 06, 2020	TEAS STATEMENT OF USE RECEIVED				
Dec. 03, 2019	NOA E-MAILED - SOU REQUIRED FROM APPLICANT				
Oct. 08, 2019	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED				
Oct. 08, 2019	PUBLISHED FOR OPPOSITION				
Sep. 18, 2019	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED				
Sep. 05, 2019	ASSIGNED TO LIE				
Aug. 31, 2019	APPROVED FOR PUB - PRINCIPAL REGISTER				
Aug. 31, 2019	EXAMINER'S AMENDMENT ENTERED				
Aug. 31, 2019	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED				

Aug. 31, 2019	EXAMINERS AMENDMENT E-MAILED
Aug. 31, 2019	EXAMINERS AMENDMENT -WRITTEN
Jul. 24, 2019	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Jul. 24, 2019	NON-FINAL ACTION E-MAILED
Jul. 24, 2019	NON-FINAL ACTION WRITTEN
Jul. 17, 2019	ASSIGNED TO EXAMINER
May 20, 2019	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
May 07, 2019	NEW APPLICATION ENTERED
▼ TM Staff and Location Information	
TM Staff Information - None	
File Location	
Current Location:	PUBLICATION AND ISSUE SECTION
Date in Location:	Apr. 23, 2020
▼ Assignment Abstract Of Title Information - Click to Load	
▼ Proceedings - Click to Load	

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STATUS	DOCUMENTS	MAINTENANCE	Back to Search	Print
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Mark: SORA



US Serial Number:	88436267	Application Filing Date:	
US Registration Number:	6114588	Registration Date:	
Filed as TEAS RF:	Yes	Currently TEAS R	
Register:	Principal		
Mark Type:	Service Mark		
TM5 Common Status Descriptor:	 LIVE/REGISTRATION/Issued and Active The trademark application has been registered with the Office.		
Status:	Registered. The registration date is used to determine when post-registration maintenance documents are due.		
Status Date:	Jul. 28, 2020		
Publication Date:	Nov. 12, 2019	Notice of Allowance Date:	May 12, 2020

▼ **Mark Information** [▲ Collapse All](#)

Mark Literal Elements:	SORA
Standard Character Claim:	No
Mark Drawing Type:	3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

Description of Mark:	The mark consists of a stylized bird design and the word "SORA" in lower case letters.
Color(s) Claimed:	Color is not claimed as a feature of the mark.
Design Search Code(s):	03.15.19 - Birds in flight or with outspread wings 03.15.24 - Stylized birds 03.15.25 - Blackbirds; Cardinals; Crows; Jays; Other birds not categorized elsewhere; Ravens; Robins; Woodpeckers

▼ Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For:	providing a website featuring business management and human resources information for employers and employees, namely, information relating to business reporting, operations automation, and workflow automation		
International Class(es):	035 - Primary Class	U.S Class(es):	100, 101, 102
Class Status:	ACTIVE		
Basis:	1(a)		
First Use:	Apr. 2019	Use in Commerce:	Apr. 2019
For:	providing a website featuring business management and human resources technology for employers and employees, namely, technology which allows users to perform business functions in the nature of reporting, operations automation, and workflow automation; providing a website featuring business management and human resources tools for employers and employees, namely, reporting, operations automation, and workflow automation tools in the nature of non-downloadable software for creating, personalizing, and automating tasks related to human resources operations and workflow; providing an interactive website featuring technology that allows users to collect, track, analyze and create reports on employee lifecycle data and allows users to manage and automate human resources operations and workflow, including but not limited to, automating onboarding new employees and offboarding departing employees		
International Class(es):	042 - Primary Class	U.S Class(es):	100, 101
Class Status:	ACTIVE		
Basis:	1(a)		
First Use:	Apr. 2019	Use in Commerce:	Apr. 2019

▼ Basis Information (Case Level)

Filed Use: No**Filed ITU:** Yes**Filed 44D:** No**Filed 44E:** No**Filed 66A:** No**Filed No Basis:** No**Currently Use:** Yes**Currently ITU:** No**Currently 44D:** No**Currently 44E:** No**Currently 66A:** No**Currently No Basis:** No▼ **Current Owner(s) Information****Owner Name:** Honu HR, Inc.**Owner Address:** 212 Mallorca Way
San Francisco, CALIFORNIA UNITED STATES 94123**Legal Entity Type:** CORPORATION**State or Country Where
Organized:** DELAWARE▼ **Attorney/Correspondence Information****Attorney of Record****Attorney Name:** Ariana G. Hiscott**Attorney Primary Email
Address:** trademarks@cooley.com**Docket Number:** 335780-20001**Attorney Email Authorized:** Yes**Correspondent****Correspondent
Name/Address:** Ariana G. Hiscott
COOLEY LLP
1299 PENNSYLVANIA AVENUE NW, SUITE 700
WASHINGTON, DISTRICT OF COLUMBIA UNITED STATES 20004**Phone:** 4156932171**Correspondent e-mail:** ahiscott@cooley.com myoung@cooley.com
trademarks@cooley.com**Correspondent e-mail
Authorized:** Yes**Domestic Representative - Not Found**▼ **Prosecution History**

Date	Description	Proceeding Number
Jul. 28, 2020	REGISTERED-PRINCIPAL REGISTER	
Jun. 24, 2020	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Jun. 23, 2020	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Jun. 05, 2020	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Jun. 04, 2020	STATEMENT OF USE PROCESSING COMPLETE	
May 19, 2020	USE AMENDMENT FILED	
Jun. 04, 2020	SOU EXTENSION 1 GRANTED	
May 19, 2020	SOU EXTENSION 1 FILED	
Jun. 04, 2020	CASE ASSIGNED TO INTENT TO USE PARALEGAL	
May 19, 2020	SOU TEAS EXTENSION RECEIVED	
May 19, 2020	TEAS STATEMENT OF USE RECEIVED	
May 12, 2020	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Apr. 01, 2020	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 01, 2020	EXAMINER'S AMENDMENT ENTERED	
Apr. 01, 2020	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
Apr. 01, 2020	EXAMINERS AMENDMENT E-MAILED	
Apr. 01, 2020	EXAMINERS AMENDMENT -WRITTEN	
Mar. 30, 2020	WITHDRAWN FROM ISSUE - EXAMINING ATTORNEY REQUEST	
Mar. 15, 2020	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Mar. 15, 2020	NON-FINAL ACTION E-MAILED	
Mar. 15, 2020	NON-FINAL ACTION WRITTEN	
Mar. 09, 2020	PREVIOUS ALLOWANCE WITHDRAWN-TIMELY AAU	
Feb. 20, 2020	CASE RETURNED TO EXAMINATION	
Feb. 20, 2020	NOTICE OF ALLOWANCE CANCELLED	
Jan. 07, 2020	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Nov. 12, 2019	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Nov. 12, 2019	PUBLISHED FOR OPPOSITION	

Oct. 23, 2019	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
Oct. 07, 2019	ASSIGNED TO LIE
Oct. 01, 2019	APPROVED FOR PUB - PRINCIPAL REGISTER
Sep. 05, 2019	TEAS/EMAIL CORRESPONDENCE ENTERED
Sep. 04, 2019	CORRESPONDENCE RECEIVED IN LAW OFFICE
Sep. 04, 2019	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Aug. 08, 2019	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Aug. 08, 2019	NON-FINAL ACTION E-MAILED
Aug. 08, 2019	NON-FINAL ACTION WRITTEN
Aug. 04, 2019	ASSIGNED TO EXAMINER
Jun. 05, 2019	NOTICE OF DESIGN SEARCH CODE E-MAILED
Jun. 04, 2019	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
May 21, 2019	NEW APPLICATION ENTERED

▼ **TM Staff and Location Information**

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jun. 23, 2020

▼ **Assignment Abstract Of Title Information - Click to Load**

▼ **Proceedings - Click to Load**

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STATUS

DOCUMENTS

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Mark:

SORA-MATE

SORA-MATE

US Serial Number:

98006188

Application Filing Date:

May 21, 2023

Filed as TEAS Plus:

Yes

Currently TEAS Plus:

Yes

Register:

Principal

Mark Type:

Service Mark

TM5 Common Status

Descriptor:

LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status:

Review prior to publication completed.

Status Date:

Feb. 15, 2024

Publication Date:

Mar. 19, 2024

▼ Mark Information

Collapse All

Mark Literal Elements:

SORA-MATE

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

▼ Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Software as a service (SAAS) services featuring software for supporting operational risk assessments through a cloud-based architecture and enabling flight planning, automated missions, airspace management, and compliance

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 2022

Use in Commerce: Aug. 2022

▼ Basis Information (Case Level)

Filed Use: Yes

Filed ITU: No

Filed 44D: No

Filed 44E: No

Filed 66A: No

Filed No Basis: No

Currently Use: Yes

Currently ITU: No

Currently 44D: No

Currently 44E: No

Currently 66A: No

Currently No Basis: No

▼ Current Owner(s) Information

Owner Name: ANRA Technologies Inc

Owner Address: 25050 Riding Plz., #130 Mailbox 190
Chantilly, VIRGINIA UNITED STATES 20152

Legal Entity Type: CORPORATION

**State or Country Where
Organized:** VIRGINIA

▼ Attorney/Correspondence Information

Attorney of Record

Attorney Name: Monica Martinez

Docket Number: K557449108

**Attorney Primary Email
Address:** tm@lzlegalservices.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: MONICA MARTINEZ
LZ LEGAL SERVICES, LLC
101 N. BRAND BLVD, 11TH FLOOR
GLENDALE, CALIFORNIA UNITED STATES 91203

Phone: 512-535-7815

Correspondent e-mail: tm@lzlegalservices.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found**▼ Prosecution History**

Date	Description	Proceeding Number
Feb. 28, 2024	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Feb. 28, 2024	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Feb. 14, 2024	APPROVED FOR PUB - PRINCIPAL REGISTER	
Feb. 14, 2024	EXAMINER'S AMENDMENT ENTERED	
Feb. 14, 2024	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
Feb. 14, 2024	EXAMINERS AMENDMENT E-MAILED	
Feb. 14, 2024	EXAMINERS AMENDMENT -WRITTEN	
Feb. 13, 2024	ASSIGNED TO EXAMINER	
Jun. 22, 2023	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
May 24, 2023	NEW APPLICATION ENTERED	

▼ TM Staff and Location Information**TM Staff Information**

TM Attorney: RHIM, ANDREW

Law Office Assigned: LAW OFFICE 101

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Feb. 15, 2024

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Exhibit C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN THE APPLICATION OF : **Overdrive, Inc.**
FOR THE MARK : **SORA**
SERIAL NO. : **90356852**
FILED : **December 3, 2020**

RESPONSE TO OFFICE ACTION

In the office action dated, June 1, 2021, the Examining Attorney has refused registration on the Principal Register of Overdrive, Inc.’s (“Applicant”) mark, SORA, under 2(d) citing a likelihood of confusion with U.S. Registration No. 6079327 (the “Cited Registration”).

Applicant and Sora Schools, Inc. (“Registrant”), the owner of the Cited Registration have entered into an agreement whereby Registrant has consented to Applicant’s use and registration of the SORA mark as set for in its application No. 90356852. The Parties have agreed that no confusion exists between their respective marks. Registrant has also consented to the Registration of Applicant’s mark acknowledging that based on the parties’ familiarity and experience in the marketplace, consumer confusion is unlikely to result from the use of both marks. Further, the parties have agreed that if any actual confusion were ever to arise, the Parties will take commercially reasonable steps to rectify any such instance of confusion.

Applicant respectfully submits the Letter of Consent attached to this office action as Exhibit A as evidence. It is well settled that an applicant may submit a consent agreement to overcome a refusal of registration under §2(d) of the Act. TMEP § 1207.01(d)(viii). The Court of Customs and Patent Appeals stated in *In re E. I. du Pont de Nemours & Co*:

[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence

are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won't. A mere *assumption* that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.

476 F.2d 1357, 1363, 177 U.S.P.Q. 563, 568 (C.C.P.A. 1973).

The Court of Appeals for the Federal Circuit has indicated that consent agreements should be given great weight, and that an Examining Attorney should not substitute his or her judgment concerning a likelihood of confusion for the judgment of the real parties in interest without good reason, that is, unless the other relevant factors clearly dictate a finding of likelihood of confusion. *See In re Four Seasons Hotels Ltd.*, 987 F.2d 1565, 26 U.S.P.Q.2d 1071 (Fed. Cir. 1993); *In re N.A.D. Inc.*, 224 U.S.P.Q. 969; *see also E.I. du Pont*, 177 U.S.P.Q. at 568; and TMEP § 1207.01(d)(viii).

Here, the Applicant and Registrant entered into an agreement, which included a Letter of Consent, whereby Registrant expressly consents to Applicant's use and registration of the proposed mark SORA as set forth in the 90356852 Application. Accordingly, the Examining Attorney should give substantial weight to the Letter of Consent. TMEP § 1207.01(d)(viii). As such, Applicant respectfully requests that the Examining Attorney accept the Letter of Consent and withdraw the objection to registration of Application Serial No. 90356852 because consumer confusion is unlikely to result with Registrant's mark SORA mark.

For the foregoing reasons, Applicant respectfully requests that Applicant's mark be allowed for registration on the Principal Register.

Respectfully submitted,

BENESCH, FRIEDLANDER
COPLAN & ARONOFF LLP

/Julie R. Fenstermaker/

Julie R. Fenstermaker
200 Public Square
Suite 2300
Cleveland, OH 44114

TRADEMARK LETTER OF CONSENT

Sora Schools, Inc., a Delaware corporation (“Sora Schools”) is the owner of United States Trademark Registration No. 6079327 for the mark SORA in connection with “Education services, namely, providing online cognitive assessments and training programs that help identify cognitive strengths and weaknesses of an individual; Education services, namely, providing hands-on opportunities for children in the field of intuitive engineering through live, broadcast, and on-line classes, seminars, workshops, training and curriculum development for children, parents and educators; Educational services, namely, conducting on line and telephonic instruction and courses in the field math, science, ELA, humanities, STEM, and other required subjects; Educational services, namely, providing online instruction in the field of math, science, ELA, humanities, STEM, and other required subjects via an online website; Educational programs, namely, pre-schools; Providing after school educational programs for children in grades 8-12; Providing courses of instruction at the primary and secondary level” in International Class 41.

Sora Schools hereby consents to the use and federal registration of the mark SORA by OverDrive, Inc., a Delaware corporation (“OverDrive”), in connection with “Downloadable mobile application providing schools and educators with access to digital content for their students, namely, ebooks and audio books from their school libraries” in International Class 9.

Based on the parties’ familiarity and experience in the marketplace, Sora Schools and OverDrive agree that consumer confusion is unlikely to result from the use or registration of SORA in connection with its above-listed goods listed in OverDrive’s pending application No. 90356852. Moreover, in the event actual confusion arises, the parties have agreed to take commercially reasonable steps to rectify any such instance of confusion and safeguard the interest of the public in avoiding confusion.

IN WITNESS WHEREOF, the parties have executed this Trademark Letter of Consent as of the last date shown below:

OverDrive, Inc.
By: 
5DE276BA527A480

Name: Erica Lazzaro

Title: Executive Vice President, Publisher Services & General Counsel

Date: 11/17/2021

Sora Schools, Inc.
By: 
ADE28B207E5041D

Name: wesley samples

Title: Chief Operating Officer

Date: 11/17/2021

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rm Nj_glrgdd MtcpBpgtc* Gla,'q Amknj_glr

March 13, 2024

Mr. William G. Barber
Pirkey Barber PLLC
1801 East 6th Suite 300
Austin, TX 78702

Re: OpenAI “Sora” and OverDrive’s SORA®

Dear Mr. Barber:

I write in response to your March 1, 2024 letter, in which you dismiss my client’s well-founded concerns about the adoption and use of an identical trademark, SORA, by your client for its new text-to-video generative artificial intelligence model.

We maintain that OpenAI’s use of “Sora” is likely to cause confusion with OverDrive’s SORA®, particularly in the overlapping educational market. OverDrive’s SORA app was named by Time Magazine as one of the best 100 inventions in 2019 and is currently used by approximately 60,000 schools. Not only has the SORA trademark been registered to OverDrive since 2020, but it has been used by OverDrive for nearly six years in interstate commerce.

Perhaps that is why, on a daily basis since OpenAI’s announcement “Introducing Sora, our text-to-video model” on February 15, 2024, OverDrive has had to field numerous questions and concerns about OverDrive’s affiliation with, or connection to, OpenAI’s “Sora.” There have also been several online publications referring to the possible confusion between our clients’ names and products.

SORA is Not Descriptive or Recognized as an Acronym

OverDrive’s SORA is not, and never was, an acronym. At the time SORA was coined, OverDrive was owned by Rakuten, a Japanese company. SORA means sky in Japanese. The mark was chosen because of its positive and inspirational connections to “reaching for the sky” – “let’s reach for the sky to promote literacy.” In fact, the color sky-blue is consistently associated with both SORA and OverDrive. OverDrive’s impressive campus in Cleveland, Ohio is called “The Blue Sky Campus,” and has been for years.

SORA is not used or promoted by OverDrive as an acronym, and it never has been. The fact that three schools out of 60,000 have interpreted the trademark as such in no way means that

Mr. William G. Barber

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it is “readily understood by relevant purchasers” as an acronym, much less that it is substantially synonymous with the wording you assert it represents. OverDrive is not entitled to only a narrow scope of protection in the SORA trademark. Rather, SORA is a strong, arbitrary trademark that has been used by OverDrive for nearly six years and is well known by the relevant consumers (students, teachers, school librarians). It is entitled to at least the normal scope of protection to which all inherently distinctive marks are entitled.

There Is No Crowded Field: Unlike OpenAI's Proposed Use, The Third Party Uses of SORA Are Not Overlapping

In your letter, you assert that there are “*numerous* other parties using SORA for highly specific software” and that “consumers do not exclusively associate the term ‘SORA’ with any single source in this context.” However, there is no crowded field here. Indeed, the list of examples you provided shows that the same consumers are *not* likely to encounter more than one SORA product. Specifically:

- The registration and use of SORA by Sora Schools, Inc., for online instruction and training for middle and high school students (U.S. Reg. No. 6,079,327) is undeniably the closest use to OverDrive’s own, at least on paper. But the reality is that Sora Schools is a private specialized institution offering alternative classroom education and there is little to no practical overlap between Sora Schools’ use of SORA and OverDrive’s use of SORA for its downloadable mobile app used by thousands of schools to access digital content from their school libraries. Moreover, the fact that OverDrive and Sora Schools have knowingly decided to coexist does not mean that either is necessarily able to coexist with OpenAI.
- The registration and use of SORA by Sonifi Solutions for software for accessing and transmitting data and content among consumer electronics devices and displays (U.S. Reg. No. 6,065,604) is not even close. According to its website, Sonifi Solutions’ SORA is a next-generation interactive platform for hospitality—“designed as a visual complement to a guest’s overall stay” in a hotel room. The software works with the televisions in the hotel rooms and provides an interactive program guide, video on demand, and a hotel directory. The target customers are hotel chains.
- The registration and use of SORA by Sora Technologies, LLC, for software consulting and technical support services (U.S. Reg. No. 4,882,484) is not evidence of a third-party use of SORA for similar goods or services. Sora Technologies provides cybersecurity, cloud solutions, and other outsourced IT solutions to its companies who do not have their own internal IT resources (or need additional IT support services).
- The application for and intended use of SORA for a cloud-based data platform for developing location-enabled applications by Swift Navigation, Inc. (U.S. Ser. No. 97/396,658) is distinguishable, notwithstanding that the application has been preliminarily refused registration by the USPTO based on the registrations owned by OverDrive, Sonifi Solutions, and Sora Technologies. According to the applicant’s website, this Sora platform handles the real-time acquisition, storage, analysis, and visualization of both location and device data to enable users to build powerful geospatial applications. In other words, Sonifi Solutions’ SORA

Mr. William G. Barber

March 13, 2024

Page 3

platform is a tool for software developers. The parties' respective uses of SORA are not related such that consumers would believe they emanate from the same source.

- The application for and use of SORA-MATE for software for supporting operational risk assessments and enabling flight planning, automated missions, airspace management, and compliance (U.S. Ser. No. 98/006,188) is not analogous. SORA-Mate software helps airlines and airline pilots to assess if an operation can be safely conducted by answering a series of easy-to-follow questions about the flight. This is not even remotely similar to what OverDrive's SORA does.
- The registration and use of SORA by ADP for HR automation software (U.S. Reg. No. 6,114,588) is not evidence of a third-party use of SORA for similar goods or services. ADP's Sora is a low-code intelligent workflow automation and data integration tool that unifies disparate business applications such as HR, IT, and other systems and data sets to create a smarter and more efficient experience for employees, business owners, and HR professionals. These services are completely different than what OverDrive provides, i.e., software tools to approximately 60,000 schools.
- Microsoft's use of SORA for an open-source programmable software radio platform. The goal of Microsoft's SORA is to be the most advanced software radio, capable of implementing the state-of-the-art in wireless communication technology efficiently. Apparently geared towards software developers and software engineers, it has nothing in common with the software that OverDrive developed and provides to schools and school libraries.
- SoraFinance, Inc.'s use of SORA for debt optimization software for financial advisors is not analogous. This company's AI debt optimization software helps financial advisors get more business. There is absolutely no relationship between such software and OverDrive's software provided to schools and school libraries.
- Soracom, Inc.'s use of SORACOM for software for cellular and IoT connectivity is not analogous. This company makes SIM cards for M2M applications to be used by technical innovators (e.g., companies that sell tech-enabled products and services), which has nothing whatsoever to do with the software and services OverDrive provides under its SORA trademark.
- Ludium Lab's use of SORA STREAM for a cloud gaming platform is not relevant. This is a subscription platform designed for companies who want to offer cloud gaming services to users residing in European countries. Sora Stream service is available in Europe only.

The mere fact that there are other software applications or tools called SORA does not mean there is a crowded field. According to the very case you cited, "computer software is employed in nearly all industries and facets of life, the fact that both parties' goods are computer software is not sufficient, in and of itself, to establish a relationship between the goods." *Embarcadero Technologies, Inc. v. RStudio, Inc.*, 105 USPQ.2d 1825, 1837 (TTAB 2013).

Mr. William G. Barber

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It is overwhelmingly likely that students, teachers, and school librarians who use OverDrive's SORA app have never *ever* encountered Sora Schools' use of SORA, much less any of the other SORA uses you identified. For them, up until now, there has been only one SORA, OverDrive's SORA app. The existence of other SORA marks for unrelated, highly specialized software and software applications does not diminish OverDrive's rights in its strong SORA mark and its immediate recognition by the relevant consumers of OverDrive's app.

OpenAI's "Sora" is Likely to Cause Confusion with OverDrive's SORA, Given the Relatedness of the Parties' Products and Overlap in Consumers/Channels of Trade

Unlike the third party uses of SORA you identified, teachers and students who use OverDrive's app are likely to use OpenAI's "Sora" text-to-video model in the *very same* classroom. The potential for OpenAI's "Sora" to be used in the classroom by teachers and students is obvious, not just to OverDrive.

Even though OpenAI's "Sora" is still in an early beta phase, you must be aware that the edu-tech community has published articles about its potential uses in the classroom. As one teacher wrote in TECH & LEARNING:

As an educator, I can see many ways in which [OpenAI's] technology can be helpful to my students in addition to the potential pitfalls and concerns. . . . Sora is a new text-to-video model from OpenAI currently being tested for safety by security experts before being made available to the general public. Educators, in particular, will need to remember not to confuse it with Overdrive's K12 digital library tool of the same name."

(Emphasis added.)

As I raised in my original letter, there is a grave risk of reputational harm to OverDrive if the consuming public perceives an association between it and OpenAI. OverDrive prides itself on respecting intellectual property rights and is beloved by both publishers/authors and libraries because OverDrive obtains appropriate permissions/licenses from publishers (and pays them) to distribute e-books and audiobooks to public libraries and school libraries for lending. The copyright infringement complaints filed alleging that OpenAI's existing AI products and tools use publishers' and authors' copyrightable content without permission and without payment have been widely reported and covered by legal and nonlegal media alike.

OverDrive's SORA trademark and the goodwill associated with it are extremely valuable to OverDrive. Even if OpenAI were to always use its "house mark" in connection with "Sora" (though, that does not appear to be true today, nor it is true for OverDrive's use of its SORA trademark), that would not be enough. OpenAI's use of "Sora" as a trademark for its text-to-video model is likely to cause confusion among the relevant consumers, if not the public at large.

We reiterate our demand that OpenAI cease and desist from all further use of the SORA trademark and any other designation likely to cause confusion with OverDrive's SORA® trademark, and promptly take steps to affirmatively abandon its trademark

Mr. William G. Barber

March 13, 2024

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application for SORA. Inasmuch as OpenAI's "Sora" has not yet commercially launched, now is an opportune time for your client to select and adopt a non-infringing trademark.

We ask that you respond to this letter by **March 22, 2024**, to confirm your compliance with the above demands. Nothing contained in or omitted from this letter will be deemed to be an admission of any fact or a waiver of any rights or remedies with respect to the subject of this letter, all of which rights and remedies are expressly reserved.

Very truly yours,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP



Mark Avsec

MA:ek

cc: Angela Gott, Esq.
Julie Fenstermaker, Esq.

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rm Nj_glrgdd MtcpBpgtc* Gla,'q Amknj_glr

December 20, 2024

Sent Via Email (bbarber@pirkeybarber.com and rmccurry@pirkeybarber.com) and First Class Mail

Mr. William G. Barber and Ms. Rebecca
McCurry
Pirkey Barber PLLC
1801 East 6th Suite 300
Austin, TX 78702

Re: OpenAI's "Sora" and OverDrive's SORA

Dear Mr. Barber:

You will recall that we engaged in various communications earlier this year, between February and April, regarding our client Overdrive, Inc.'s well-founded concerns regarding OpenAI's adoption and use of an identical trademark, SORA, for its new text-to-video generative artificial intelligence product. Now that OpenAI has commercially launched its "Sora" product, our concerns have not abated; they have increased.

You told us in March that, due to the underlying technology's inherent expense, you would not expect K-12 schools to use OpenAI's "Sora" product. But that no longer appears to be true. Even the higher priced \$200 monthly fee for "Sora" as part of ChatGPT Pro would not pose an impediment to K-12 schools who wish to use it.

You also told us that you were skeptical of whether OpenAI's "Sora" would even be marketed to schools. In the ensuing months, however, OpenAI has evinced a clear intent to the contrary:

- On its website, OpenAI indicated that it would "be engaging . . . *educators* . . . around the world to understand their concerns and to identify positive use cases for this new technology."
- On April 17, 2024, an employee of a well-respected ED-tech platform notified OverDrive: "I wanted to share that I am leaving [my present employer] in a week, heading to another company with a product named Sora (Open AI) selling to EDU accounts."
- On or about September 19, 2024, OpenAI reportedly hired its first general manager of education. According to a press release, former Coursera executive Leah Belsky "will lead efforts to integrate OpenAI's tools into schools and universities." The press release states

that these efforts “will span elementary schools, higher education and continuing education.”

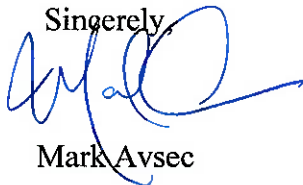
- A December 5, 2024, TechCrunch article states that, “OpenAI is aggressively going after the education market, which it sees as a key area of growth . . . According to Allied Market Research, [artificial intelligence] in the education market could be worth \$88.2 billion within the next decade.”

Our client’s **SORA®** product is already used in tens of thousands of schools and school libraries – exactly the accounts where OpenAI will sell its “Sora” product.

All of this means that teachers, librarians, and K-12 students who use OverDrive’s **SORA®** app will likely encounter OpenAI’s “Sora” product in the very same school library or classroom. OverDrive’s concerns about ensuing confusion are not illusory. Even during OpenAI’s “Sora” beta release this past year, the EDU-tech community published numerous articles about OpenAI’s product and about confusion with OverDrive’s library tool of the same name. For example, one teacher wrote in *TECH & LEARNING*: “As an educator, I can see many ways in which [OpenAI’s] technology can be helpful to my students . . . Educators, in particular, will need to remember not to confuse it with OverDrive’s K-12 digital library tool of the same name.”

It is clear to us that either OpenAI, as the junior user, must promptly take steps to affirmatively move away from the “Sora” trademark or the parties have to come up with another solution. **Instead we note that you just filed a response requesting removal of the suspension at the USPTO.** Both OverDrive and OpenAI cannot market “Sora”-named products in the same EDU-tech space. If your client would prefer to navigate a path forward outside of litigation, our client is willing to entertain a proposal. To that end, we look forward to hearing from you by no later than **January 17, 2025**. Of course, we remain willing to engage in further discussions with you about this matter, as well. If the parties remain at an impasse, however, OverDrive is prepared to take the necessary steps to protect its valuable trademark rights from encroachment by OpenAI.

Nothing contained in or omitted from this letter will be deemed to be an admission of any fact or a waiver of any rights or remedies with respect to the subject of this letter, all of which rights and remedies are expressly reserved.

Sincerely,

Mark Avsec

Cc: Angela Gott, Esq.
Lidia Mowad, Esq.
Erica Lazzaro, Esq.
Steve Potash

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PirkeyBarber PLLC

William G. Barber
1801 East 6th St., Suite 300
Austin, Texas 78702
bbarber@pirkeybarber.com

January 17, 2025

VIA EMAIL: mavsec@beneschlaw.com

Mark E. Avsec
Benesch Law
200 Public Square, Suite 2300
Cleveland, Ohio 44114-2378

Re: OpenAI's lawful adoption of SORA (Ref. No. OPAI5557)

Dear Mr. Avsec:

We appreciate your letter of December 20, 2024, but OpenAI still believes there is no likelihood of consumer confusion between OverDrive and OpenAI's respective uses of SORA.

Most importantly, and as previously discussed, the two parties' products are fundamentally different, including in their designs and uses. The fact that both products are software/SAAS does not make them similar or related from a trademark perspective. OverDrive's SORA is a mobile application used by K-12 schools and educators to provide students access to e-books and audio books from their school libraries (*i.e.*, a student online reading app). In contrast, OpenAI's SORA is a web-based program that allows users to generate short videos from text prompts. Even if the two parties' products were marketed to the same group of consumers (which as discussed below, they currently are not), there would still be no likelihood of confusion given the significant differences in the function, purpose, and delivery of these products, and how the marks appear in the marketplace.

Further, your latest letter conflates OpenAI's efforts in the EDU community generally with the assumption that OpenAI is targeting its SORA text-to-video generator to this sector, which is simply not the case. OpenAI is not currently marketing its SORA text-to-video generator to the K-12 educational community, and it seems unlikely that K-12 teachers, librarians, and students will encounter OpenAI's text-to-video generator and OverDrive's student reading app in the school library or classroom together. For example, OpenAI's SORA product is currently only available to individuals over 18 (and users are required to confirm this when registering to use the product at sora.com).

Mark E. Avsec
 Benesch Law
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There are numerous other reasons why confusion is unlikely here which were discussed in our March 2024 letter. For example, numerous unrelated parties are using SORA (or similar marks) in connection with mobile apps, software, and SAAS products, and many of these parties own federal trademark registrations for the name. Importantly, some of these parties' uses of SORA are much more similar or related to OverDrive's student reading app than OpenAI's text-to-video generator, such as Sora Schools' use of SORA for a mobile app for middle and high school students to watch educational classes. Again, below are non-exhaustive examples of unrelated parties using SORA in the fields of mobile apps, software, and SAAS.

- [SORA](#) for among other things, a mobile application that allows middle and high school students to register for and watch educational classes, and to track progress, interest, strengths, and goals by Sora Schools, Inc. (U.S. Reg. No. 6,079,327)
- [SORA](#) for among other things, software consulting and design by Sora Technologies, LLC. (U.S. Reg. No. 4,882,484)
- [SORA](#) for cloud-based software for developing location-enabled applications by Swift Navigation, Inc. (U.S. Ser. No. 97/396,658)
- [SORA](#) for among other things, software for accessing and transmitting data and content among consumer electronics devices and displays by Sonifi Solutions. (U.S. Ser. No. 6,065,604)
- [SORA](#) for debt optimization software for financial advisors by SoraFinance, Inc.
- [SORA STREAM](#) with a cloud gaming platform by Ludium Lab.
- [SORA](#) for an open-source programmable software radio platform by Microsoft.
- [SORACOM](#) for software for cellular and IoT connectivity by Soracom, Inc.
- [SORA-MATE](#) for software for supporting operational risk assessments and enabling flight planning, automated missions, airspace management, and compliance by Anra Technologies. (U.S. Ser. No. 98/006,188).
- [SORALINK](#) for software for predictive maintenance of industrial machines by Soralink Inc. (U.S. Ser. No. 98/575,217).
- [STELLA SORA](#) for among other things, video game software by Shanghai Yostar Co., LTD (U.S. Ser. No. 79/404,263).

Given that the above uses all coexist with OverDrive's SORA student reading app, OpenAI's text-to-video generator certainly can peacefully coexist as well. In particular, the USPTO did not cite OverDrive's SORA registration against OpenAI's pending application for SORA, no doubt due to the differences in the goods and services and the coexistence of many similar marks on the US register.

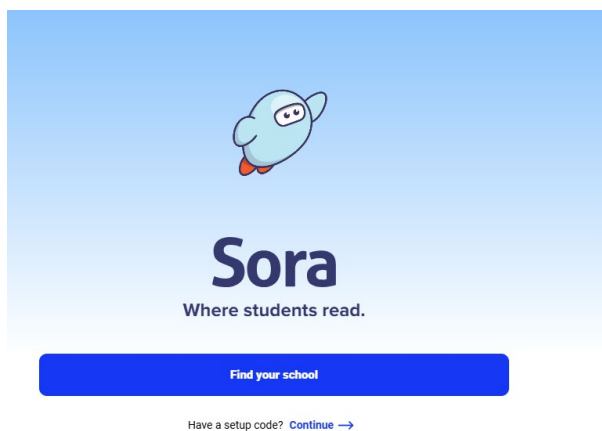
As to the purported instances of confusion you have raised, we disagree that these reflect actual or potential confusion. For example, the statements in the TECH & LEARNING Blog referenced in your latest letter (which you also cited in your March 13 letter and thus

Mark E. Avsec
Benesch Law
Page 3

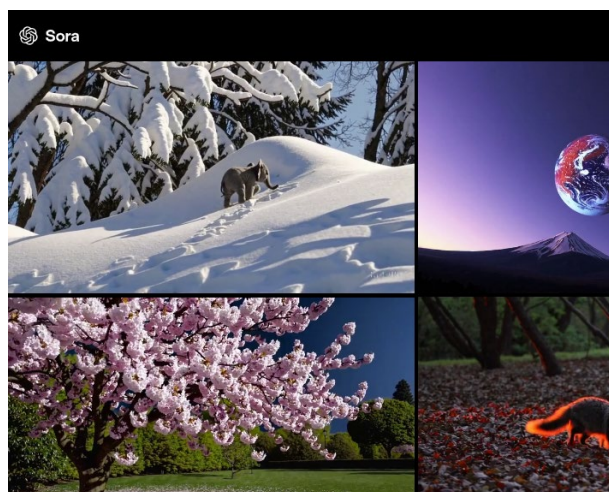
is not a new entry resulting from any recent activity by OpenAI) show that the author was not actually confused between the two uses.

Significantly, it remains the case that parties' respective uses of SORA are quite different in the marketplace. Among other differences, OverDrive's use is accompanied by a cartoon-style animated mascot called "Comet"; OpenAI's SORA has no mascot or independent logo, and is not presented in a cartoon-y style. See comparisons below and in **Exhibit A**.

OverDrive's Use:



OpenAI's Use:



In summary, while we respect your client and its SORA mark and product, we do not think there is potential for confusion here. OpenAI's SORA offering can peacefully coexist with the numerous other parties using SORA for highly specific software, especially given the differences in the parties' products, the sophistication and differences in the consumers, and the fact that both parties are prominently using their house marks with these products.

We too remain willing to engage in further discussions, and hope to identify a mutually agreeable path forward. Please let us know if you would like to schedule a phone call to discuss further.

Sincerely,

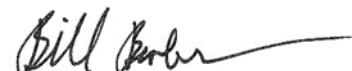
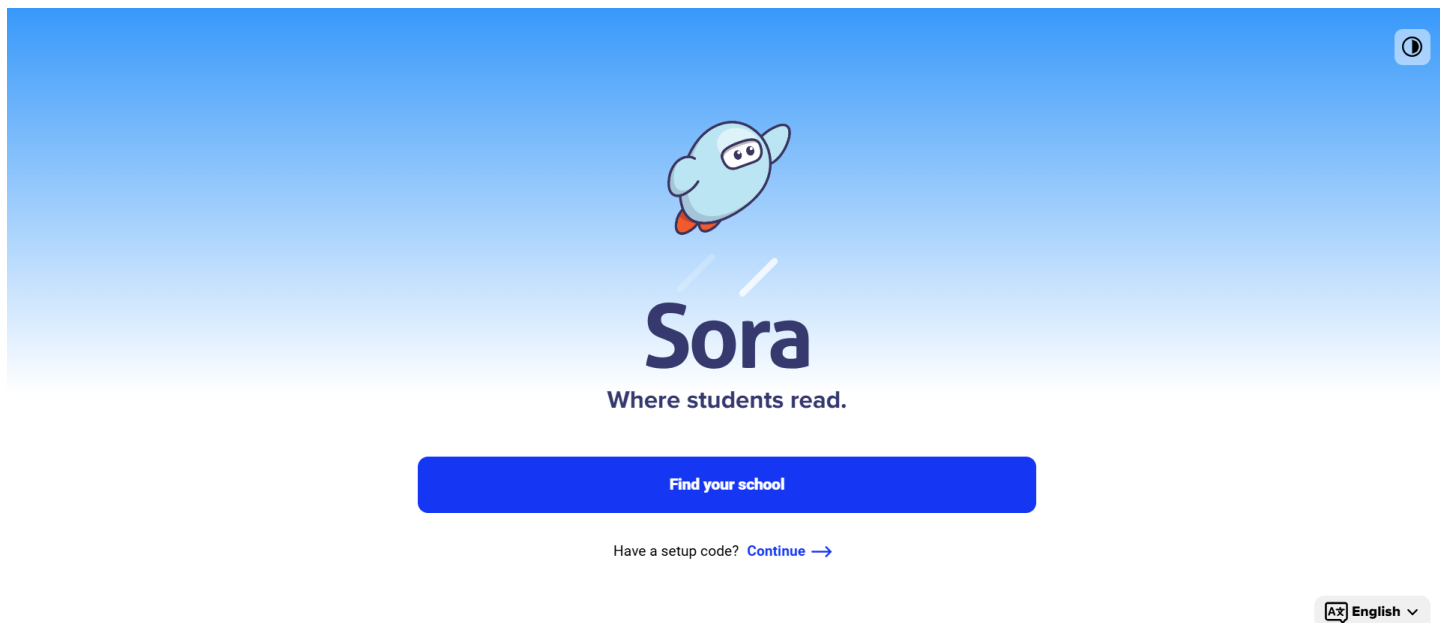
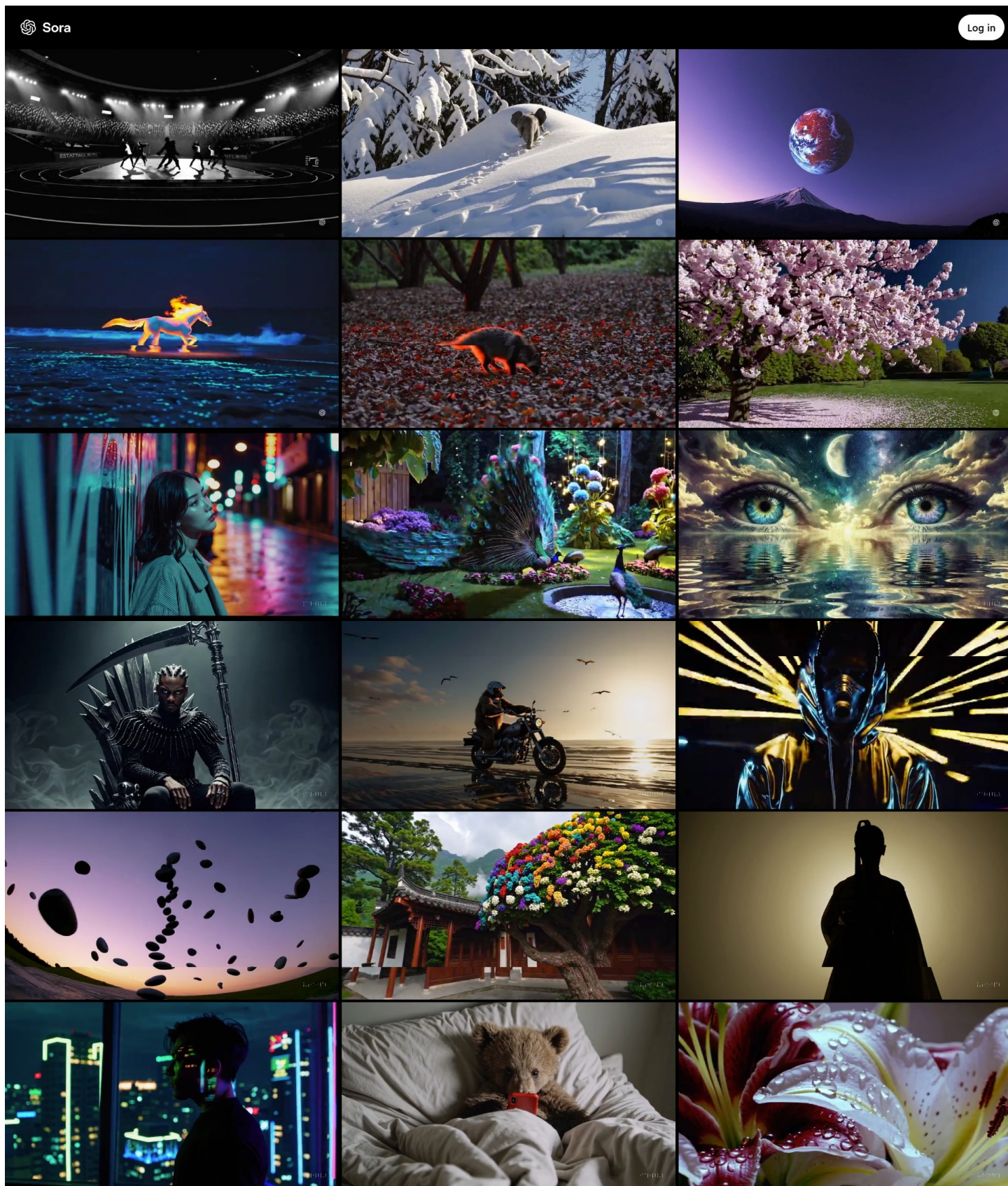
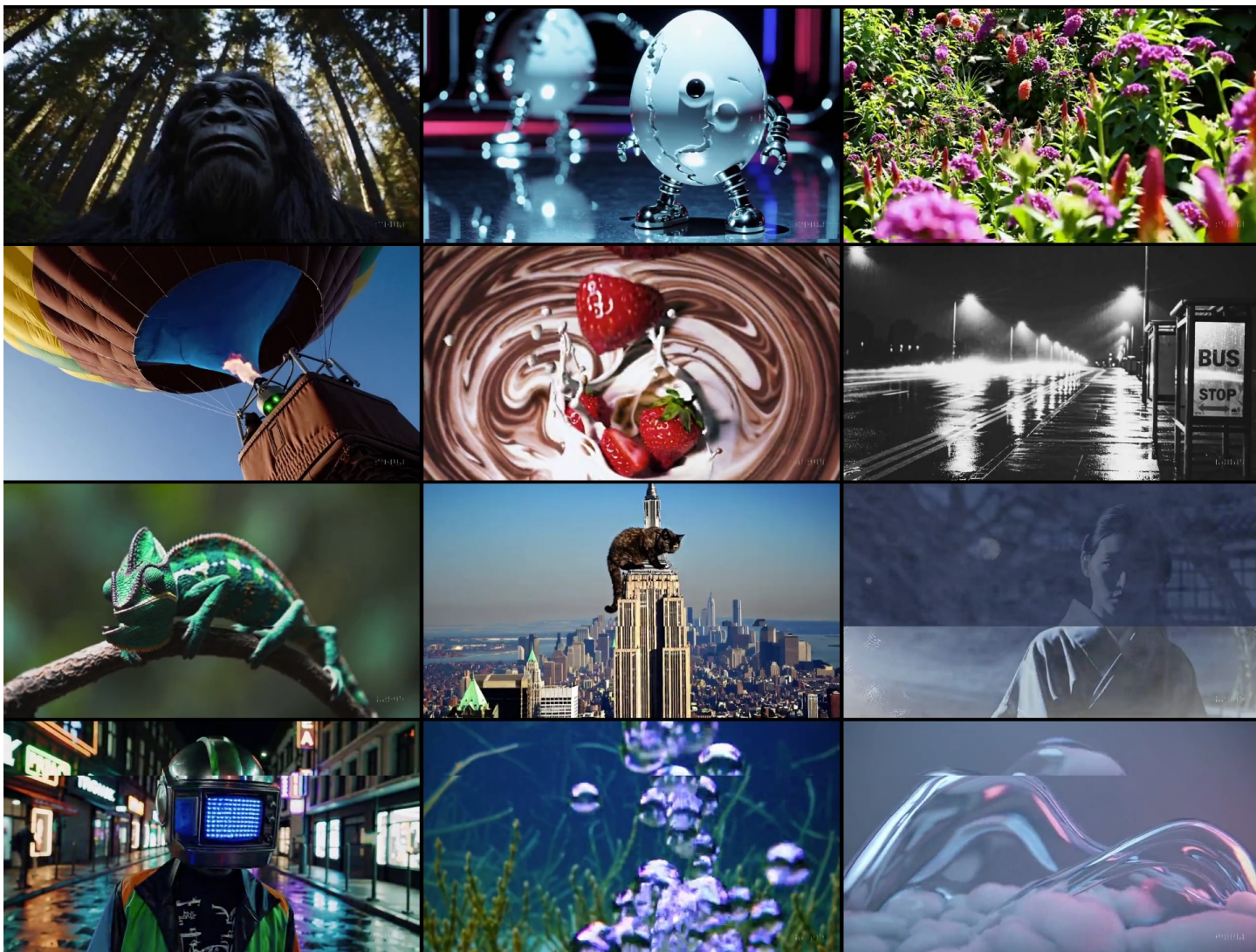

Bill Barber

EXHIBIT A









Log in to see more and create videos with Sora

Log in

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

OverDrive, Inc.

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Mark E. Avsec, Benesch Friedlander Coplan & Aronoff
127 Public Square, Suite 4900, Cleveland, Ohio 44114
216-363-4500

DEFENDANTS

OpenAI OpCo, LLC

County of Residence of First Listed Defendant Cuyahoga County, Ohio
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☒ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. 1114, 15 U.S.C. 1125,

Brief description of cause:

This is an action for trademark infringement, unfair competition, false designation of origin, and deceptive trade practices.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 19, 2025

/s/ Mark E. Avsec

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

I.

Civil Categories: (Please check one category only).

- | | | |
|----|--|---------------------------------------|
| 1. | ☒ | General Civil |
| 2. | ☐ | Administrative Review/Social Security |
| 3. | ☐ | Habeas Corpus Death Penalty |

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II.

RELATED OR REFILED CASES See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: ☐ is **RELATED** to another **PENDING** civil case ☐ is a **REFILED** case ☐ was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III.

In accordance with Local Civil Rule **3.8**, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY: Not applicable

Corporation. For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY: Cuyahoga County, Ohio

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV.

The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section **III**, please check the appropriate division.

EASTERN DIVISION

☐
☒
☐

AKRON

CLEVELAND

YOUNGSTOWN

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)

(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)

(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

☐

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.