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By Email [REDACTED]

Theodore P. Cummings, Esq.
Cummings IP Law



Re: Unauthorized Use of Take-Two Interactive Software, Inc.'s Intellectual Property

Dear Mr. Cummings :

We are intellectual property counsel to Take-Two Interactive Software, Inc., the parent company of Rockstar Games, Inc. (together, "Take-Two"). Take-Two is a leading worldwide developer, publisher, and marketer of interactive entertainment, including software, video games, computer games, online entertainment services, and a wide array of related goods and services. Take-Two's products and services are delivered to consumers worldwide through various mediums of promotion and distribution, including physical retail, digital download, online platforms and cloud streaming services.

Take-Two develops and publishes some of the most famous, commercially successful, and critically acclaimed entertainment titles in the world, including but not limited to the famous GRAND THEFT AUTO video game franchise, commonly known and referred to by consumers simply as the acronym "GTA" (collectively, the "GTA Game Series"). The GTA Game Series has collectively sold over 450 copies worldwide. The highly anticipated next installment in the series, GRAND THEFT AUTO VI, also referred to as "GTA VI," is scheduled to be released in May 2026. See: <https://www.rockstargames.com/VI>.

Take-Two is the exclusive owner of all right, title and interest in and to the trademarks GRAND THEFT AUTO and GTA, used alone and with other words and/or designs, including without limitation,

the design marks , , and , among others, which it uses to designate its world-famous entertainment software, computer games, video games, and related products and services, including without limitation the GTA Game Series (collectively, the "GTA Marks").

Take-Two's GTA Marks are the subject of numerous trademark registrations and other protections worldwide, including for example, incontestable trademark registrations in the United States

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Patent and Trademark Office ("USPTO") (see, e.g., U.S. Reg. Nos. 2,148,765; 3,439,237; 4,321,159; 4,510,940; 4,525,986; 6,085,925; 6,886,747; 7,221,704; 7,221,706).

As a result of our client's longstanding use and promotion of the GTA Marks, and the popularity and renown of the GTA Game Series worldwide, Take-Two has established enormous reputation and goodwill in the GTA Marks such that consumers have come to associate the GTA Marks exclusively with Take-Two and its famous games and entertainment services.

It has come to our attention that your client, Neon Parody Labs, LLC ("NPL"), has applied to register the mark GTA6 (the "Disputed Mark") (Ser. No. 99/041,018) with the USPTO based upon its intent to use the mark in connection with *"wireless communication device featuring voice, data and image transmission including voice, text and picture messaging, a video and still image camera, also functional to purchase music, games, video and software applications over the air for downloading to the device"* in International Class 9 (the "Applied-For Goods").

Your client's proposed use and registration of the Disputed Mark, which incorporates the entirety of Take-Two's famous GTA trademark and is confusingly similar to Take-Two's GTA Marks, in connection with the Applied-For Goods, which are related and/or complementary to the goods and services offered by Take-Two, is likely to create the false impression and lead consumers to mistakenly believe that NPL and its products are associated with, sponsored, endorsed, or otherwise authorized by Take-Two and its famous GTA Game Series. Confusion is particularly likely given the highly anticipated and widely publicized upcoming release of Take-Two's GTA V game. Even in the absence of confusion, NPL's unauthorized use of the Disputed Mark is likely to dilute the fame and distinctive quality of Take-Two's famous GTA mark.

Accordingly, in order to protect Take-Two's valuable intellectual property rights, we must demand that NPL immediately:

- (i) expressly abandon its U.S. Application Serial No. 99/041,018 for the Disputed Mark with prejudice;
- (ii) cease any and all use of the Disputed Mark, in all mediums, including any use in connection with the promotion and sale of any goods or services, use on any websites or social media accounts owner or operated by NPL, any related marketing, advertisements, or promotional materials, and/or as part of any business names, corporate registrations, or assumed DBA names;
- (iii) never use, register, or apply to register the Disputed Mark, or any other marks comprising or containing the term "GTA," or any marks or names confusingly similar thereto, in connection with any goods or services; and
- (iv) agree in writing to refrain from any future use of any GTA Marks or any other intellectual property owned by Take-Two in the future.

We must also request that your client provide information explaining the intended nature and extent of its proposed use of the Disputed Mark.

Neon Parody Labs, LLC
May 30, 2025

We request that, within **seven (7) days**, you contact us to arrange your client's compliance with the foregoing. If NPL fails to comply with these demands, we will have no choice but to consider all actions necessary to fully protect Take-Two's valuable rights, including but not limited to filing an opposition against your client's trademark application for the Disputed Mark with the Trademark Trial and Appeal Board should it be approved for publication.

The demands made herein shall not waive or prejudice any rights or remedies which Take-Two may have in respect of the subject matter hereof, all of which are hereby expressly reserved.

Thank you for your anticipated cooperation with our requests.

Very truly yours,

/Kelli D. Ortega/

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