

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
LAFAYETTE DIVISION

BioCote Limited
Central Boulevard
3 Parade Court
Coventry, United Kingdom
CV6 4QL

Civil Action No. ____-cv-____-____-____

Plaintiff,

vs.

BioBond Adhesives, Inc.
6025 West 400 South
Lafayette, Indiana 47909

Defendant.

VERIFIED COMPLAINT FOR FEDERAL TRADEMARK INFRINGEMENT,
UNFAIR COMPETITION, FALSE REPRESENTATION AND DESIGNATION OF ORIGIN;
STATE LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION; AND
BREACH OF CONTRACT

Plaintiff BioCote Limited (“Plaintiff” or “BioCote”) files this Complaint against BioBond Adhesives, Inc. (“Defendant” or “BioBond”), and states and alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the Lanham Trademark Act, 15 U.S.C. §§1114, 1121 and 1125(a). This Court has jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332 and 1338. The amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. Venue is predicated on 28 U.S.C. § 1391(b). The claims that arise under the laws of Indiana are pendent or ancillary to the claims arising under statutes of the United States and as to such claims, jurisdiction is conferred by 28 U.S.C. § 1338(b).

2. Defendant BioBond has an office, transacts business and is otherwise found within the Northern District of Indiana. The unlawful acts committed by BioBond, as herein alleged, have been and are, in whole or in part, carried out and made effective within the Northern District of Indiana. The interstate trade and commerce described hereinafter is carried out within the Northern District of Indiana.

PLAINTIFF BIOCOTE LIMITED

3. Plaintiff BioCote is a UK-based entity duly organized under the laws of the England and located at Central Boulevard, 3 Parade Court, Coventry, United Kingdom CV6 4QL.

4. Plaintiff BioCote began its operations and development of antimicrobial technology in 1994. The legal entity, BioCote Limited, was officially incorporated by the UK Companies House in 1997.

5. Plaintiff BioCote has since achieved market-leading antimicrobial technology status by developing, marketing, and licensing unique antimicrobial technologies.

6. Antimicrobials are agents that kill a wide spectrum of microscopic threats. Antimicrobials target bacteria to stop the spread of infectious strains like E. Coli, MRSA and Salmonella. Antimicrobials also target mold and fungi to stop the growth of black mold, mildew, and fungi that cause rot or odors. Antimicrobials also inactivate certain enveloped and non-enveloped viral strains on surfaces. Antimicrobials also block algae and structural degradation in damp environments.

7. Plaintiff BioCote's foundational antimicrobial technology has revolutionized the protection of various surfaces from bacterial and fungal attack.

8. Plaintiff BioCote's technology has allowed it to transition from its start as a small technical developer into a large international supplier.

9. Today, Plaintiff BioCote's core technology is widely used in healthcare (medical devices, touch surfaces), public transport (grab rails and handrails), food production, construction materials, and consumer goods.

10. Plaintiff BioCote is the only antimicrobial technology provider globally certified by HACCP International as safe for use in food-contact surfaces.

11. Because BioCote's proprietary active chemistry is locked into a chemical matrix, the antimicrobial protection that it provides does not wear off, wash out, or leach overtime, remaining active for the expected lifetime of the product.

12. Plaintiff BioCote's antimicrobial technology is marketed, licensed and sold in the United States through a wide network of partners under its federally registered BIOCOTE® mark.

BIOCOTE'S FEDERALLY REGISTERED BIOCOTE® MARK

13. Plaintiff BioCote has done business in the United States since at least as early as 2007 and its antimicrobial technology has been sold under the BIOCOTE® mark throughout the United States since at least as early as 2013.

14. Plaintiff BioCote is the owner of U.S. Trademark Registration Number 5,306,757 for, *inter alia*, "powder coating compositions in the nature of a paint containing anti-microbial agents for use in the further manufacture to be applied by powder coating techniques to the surfaces of metal articles to provide an anti-microbial coating to prevent cross infection in hospitals, health centers and doctors surgeries, care and rest homes for the elderly, food processing and handling, public dining areas, public washrooms and toilets, public sports, leisure and lay facilities, in the

kitchen, in bathroom and toilet areas and in the nursery, excluding sanitary coating paints”, in International Class 002 (the “BioCote Goods”), which issued on October 10, 2017. (“Exhibit A”).

15. Shown directly below is the BIOCOTE® mark that is the subject of U.S. Trademark Registration Number 5,306,757:



16. Plaintiff’s U.S. Trademark Registration Number 5,306,757 (previously U.S. Trademark Serial Number 85/883,475) for the mark shown above issued on the Principal Register, entitling Plaintiff’s use of the mark to nationwide protection. *See* Exhibit A.

17. Plaintiff BioCote began use of the mark BIOCOTE® and the BIOCOTE Logo (collectively the “BIOCOTE Marks”) in the United States in connection with the sale of the goods listed in its Reg. No. 5,306,757 over a decade ago.

18. Since at least as early as that date, Plaintiff BioCote has put knowledge, expertise and substantial resources behind the marketing and sale of BioCote products in connection with the BIOCOTE Marks in the United States, as well as the licensing of the BIOCOTE Marks.

BIOCOTE’S LICENSED PARTNERS AND
THEIR BROAD UTILIZATION OF THE BIOCOTE MARK
ACROSS THE COATING INDUSTRY

19. Plaintiff BioCote’s antimicrobial technology is sold to various partners who, in turn, incorporate BioCote’s antimicrobial technology into their own products.

20. These partner products incorporate BioCote's antimicrobial technology into a wide variety of different products. These partners and products always identify the presence of BIOCOTE® branded technology within their products pursuant to BioCote's strict licensing requirements.

21. Some BioCote partners are shown below:





22. BioCote's extensive partnerships and licensing programs, and BioCote's partner's licensed use of the BIOCOTE Marks, generates extensive BIOCOTE® branded commercial activities widely across the U.S. coatings sector, well beyond, powder coating compositions. For example. BioCote's U.S. partner, EcoFinish (listed above), markets antimicrobial industrial coating systems incorporating BIOCOTE® technology. In addition, Plaintiff BioCote continues to develop new BIOCOTE Mark U.S. licensing opportunities.

23. Purchasers of Plaintiff BioCote's antimicrobial technologies are manufacturers, original equipment manufacturers ("OEMs"), product developers, converters, compounders, formulators, distributors, and other commercial entities that incorporate BioCote's BIOCOTE® branded antimicrobial technology into their own products or manufacturing processes. These manufacturers are licensed by BioCote to use the BIOCOTE Marks in connection with qualifying finished products incorporating BioCote's technology.

24. Products bearing the BIOCOTE Marks are subsequently marketed and sold by BioCote's authorized licensees through a wide variety of commercial channels to distributors,

wholesalers, retailers, institutional purchasers, commercial customers, and end users. The classes of customers, consumers, users, purchasers, and manufacturers include:

- Manufacturers of plastics, polymers, coatings, paints, textiles, ceramics, paper, medical devices, healthcare products, consumer products, building products, food-contact products, appliances, electronics, packaging, and transportation products;
- Brand owners and private-label manufacturers;
- Original equipment manufacturers (OEMs);
- Industrial and commercial distributors;
- Retailers and e-commerce sellers;
- Commercial purchasers in the healthcare, education, hospitality, food service, transportation, construction, and public sectors; and
- Consumers who purchase finished products displaying the BIOCOTE Marks.

25. The result is that Plaintiff BioCote's goods are sold both for incorporation into the further manufacture of other products and, through BioCote's authorized licensees, as finished products marketed and sold to commercial purchasers and end users bearing the BIOCOTE Marks.

26. Plaintiff BioCote's licensing model is a fundamental aspect of its business. As a result, consumers and commercial purchasers regularly encounter the BIOCOTE Marks on finished products manufactured and sold by BioCote's authorized licensees, reinforcing the BIOCOTE Marks as indicators of licensed antimicrobial technology originating from or authorized by Plaintiff BioCote.

27. Plaintiff BioCote, and BioCote's licensed partners, have continuously used the BIOCOTE Marks in commerce in the United States in connection with the BioCote's antimicrobial technology since its first use, as well as expended considerable funds in their advertisement and promotion in the United States.

28. BioCote's antimicrobial technology products and BioCote's licensed partners' antimicrobial products -- all bearing the BIOCOTE Marks -- are known, and have been known for at least a decade, to customers, partners and consumers throughout the United States and around the globe for their high-quality antimicrobial performance.

29. The BIOCOTE Marks are inherently distinctive and through substantial use and promotion over many years, BioCote owns strong, enforceable rights in those marks at common law.

DEFENDANT BIOBOND ADHESIVES, INC.

30. On information and belief, Defendant BioBond is a corporation having a principal place of business at 6025 West 300th South, Lafayette, IN 47909.

31. On information and belief, Defendant BioBond is engaged in the business of manufacturing and selling plant-based adhesives and protective coatings.

32. Defendant BioBond is a BioCote Partner subject to the terms and conditions of the BioCote Brand Agreement ("Brand Agreement"). *See* Exhibit B.

THE BRAND AGREEMENT

33. BioBond has entered a formal executed Brand Agreement. *See* Exhibit B. Under the terms of the Brand Agreement, BioCote granted BioBond a non-exclusive license to use the "trademark Biocote." *See* Exhibit B at Sections 8.1 and 1. As part of the Brand Agreement, BioBond acknowledged that all "Intellectual Property Rights in the [Biocote] Mark belong solely

to [BioCote].” See Exhibit B at Section 8.4. *BioBond further agreed that it “must not use in its business any other trademark similar to the [BioCote] Mark[.]”* See Exhibit B at Section 9.1. (emphasis added). BioBond further agreed that it would *not “apply for or obtain registration of any trade or service mark in any country in the world which consists of or compromises the word Biocote any similar word or words.”* See Exhibit B at Section 10 (emphasis added). BioBond further agreed it *“must not do anything . . . that diminish the rights of the Supplier in the Mark or impair any registration of the Mark.* See Exhibit B at Section 12 (emphasis added). Finally, BioBond agreed to co-operate fully with BioCote in taking all steps required by BioCote in connection with any infringement. See Exhibit B at Section 14.

DEFENDANT BIOBOND’S TRADEMARK INFRINGEMENT AND
BREACH OF THE BRAND AGREEMENT

34. In violation of the Brand Agreement and Plaintiff BioCote’s trademark and contractual rights, Defendant BioBond introduced a new line of antimicrobial coating products that utilize BioCote® technology, called BIOCOAT.

35. On information and belief, images of Defendant BioBond’s BIOCOAT product are shown below:

BioBond, a leader in sustainable and cost-effective, high-performance materials, today announced the launch of its groundbreaking line of biobased protective coatings for the food processing and distribution industries. These innovative coatings are formulated with epoxies and urethanes derived from plant-based materials. They offer a new standard in cost-performance, containing zero microplastics and providing a level of defense against mold, fungi, and other microorganisms.



36. Defendant BioBond adopted the mark without permission. Moreover, it did not adopt the mark as an unrelated third party. BioBond did so only after becoming an authorised BioCote customer, purchasing BioCote’s technology, entering the Brand Agreement, paying annual branding fees and receiving extensive technical, marketing and commercial support.

37. In addition, in violation of the Brand Agreement, Defendant BioBond filed a U.S. trademark application for the mark BIOCOAT for “protective surface coatings in the form of varnishes, lacquers, and paints for floors, walls, and equipment for use both indoor and outdoor that also provide anti-mold, anti-fungal, anti-microbial benefits, and protection from UV fading or corrosion increasing the usefulness or life of the surface.” *See* Exhibit C.

38. In violation of the Brand Agreement, BioBond’s trademark application seeks the

protection of the standard characters of the mark BIOCOAT without any claim to any particular font, style or color. *Id.*

39. At the time of its adoption, BioBond had detailed first-hand knowledge of the BIOCOTE brand, BioCote's licensing model and the goodwill associated with BioCote's business before selecting and applying to register the mark BIOCOAT.

40. Plaintiff BioCote did not become aware of this application until it received an official trademark watch notice from its trademark attorney, HGF Limited. The watch notice advised BioCote that BioBond had filed an application to register to BIOCOAT mark in the United States with the United States Patent and Trademark Office. Prior to receipt of the watch notice, Defendant had not informed Plaintiff that it intended to seek a Federal Trademark Registration for BIOCOAT.

41. Thereafter, after several discussions, BioCote understood that BioBond would drop use of the BIOCOAT mark and withdraw its application to register the BIOCOAT mark.

42. Plaintiff BioCote subsequently learned that BioBond is continuing to pursue a trademark

43. Plaintiff BioCote had no choice but to institute an opposition proceeding (U.S. Opposition No. 91303474) to stop the United States Patent and Trademark Office from registering the BIOCOAT mark.

44. Defendant BioBond's use of "BIOCOAT" as a mark is confusingly similar to Plaintiff BioCote's name and the BioCote Marks as registered and as used in the United States.

45. Defendant's BioCoat Mark and Plaintiff's BioCote Marks sound identical. Moreover, the initial five letters in both marks (out of 7 letters total) are identical.

46. Defendant's BioCoat Mark looks and sounds confusingly similar to Plaintiff's BioCote name and the BioCote Marks. The overall marks are very similar in all three categories of sight, sound, and commercial impression.

47. Due to the strong similarities in the marks, the parties' and BioCote's licensed partners' highly related and overlapping products, the partnership business relationship, and the assumed shared marketing and sales circumstances, there will be the mistaken belief that the respective goods originate from the same source or related sources or are otherwise affiliated.

48. Defendant's BioCoat mark, when used on BioBond's anti-microbial products, creates the immediate and erroneous suggestion and impression that goods sold under the BioCoat mark are goods that originate from, are endorsed by, sponsored by, compatible with, or are otherwise connected to, or authorized by, Plaintiff BioCote.

49. The very similar nature of the marks themselves, the highly related and overlapping goods, and the shared trade channels and customers for those same goods are likely to cause confusion, mistake or deception among consumers as to BioBond's affiliation or relationship with, or endorsement or sponsorship by, BioCote.

50. BioBond is a customer of BioCote, which will further exacerbate the likelihood of confusion for consumers of the parties' goods regarding the source of the goods and whether Plaintiff BioCote has authorized BioBond to use and register BioCoat, which BioCote has not.

51. Moreover, the resulting confusion not only harms BioCote and the BioCote mark, it harms every other BioCote licensee of the BioCote brand in the U.S., current and future.

52. Because BioBond is on clear notice of its infringement, BioBond's wrongful conduct is necessarily deliberate, knowing and callously reckless and in disregard of Plaintiff BioCote's rights.

COUNT I

Infringement of Federally Registered Trademark

53. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-52.

54. Plaintiff's rights in and to the Federally Registered BIOCOTE marks are prior and superior to BioBond's alleged rights in and to its infringing BioCoat mark, if any.

55. BioBond's use of BioCoat in its various forms is so similar to Plaintiff's BioCote name and the BIOCOTE Marks that it constitutes false designation of origin as it is likely to deceive customers and prospective customers into believing that Defendant's products are Plaintiff's products or that they are related.

56. Use by Defendant of the BioCoat mark is without permission or authorization from Plaintiff BioCote.

57. Plaintiff BioCote has no control over the nature and quality of the products offered by Defendant. Any defect or reputational disfavor in Defendant's products will reflect adversely on Plaintiff as the believed source of their origin, decreasing the goodwill in Plaintiff's marks that it has acquired over the years, to Plaintiff's irreparable harm.

58. Defendant BioBond's use of the infringing BioCoat Mark is likely to cause confusion, mistake and deception among purchasers and the public, leading them to believe, falsely, that Plaintiff's goods are those of, are sponsored or approved by, or are in some way connected with Defendant's goods, and vis-a-versa, to the irreparable harm of the Plaintiff and the public.

59. Despite such a likelihood of public and purchaser confusion, mistake or deception, Defendant BioBond adopted and used, and is using, its Infringing BioCoat Mark.

60. The continued use of the infringing BioCoat mark by Defendant in connection with products marketed to provide a “defense against mold, fungi, and other microorganisms”, unless enjoined, has and will likely continue to injure the business and reputation of Plaintiff.

61. Defendant’s use of the Infringing BioCoat mark if allowed to continue will cause a likelihood of confusion among Plaintiff’s partners, Defendant’s customers, as well as the public, including prospective purchasers, generally.

62. Defendant’s use of the Infringing BioCoat mark constitutes direct infringement of Plaintiff’s federal trademark rights, in violation of Title 15 U.S.C. § 1114.

WHEREFORE, Plaintiff prays for Judgment against Defendant as set forth in the Prayer for Relief.

COUNT II
Federal Unfair Competition,
False Representation and False Designation of Origin

63. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-62 inclusive, above.

64. Plaintiff’s extensive use of the BioCote Marks, and BioCote’s partners extensive use of the licensed BioCote Marks, has resulted in substantial goodwill in the BioCote Marks throughout the United States.

65. The acts complained of aforesaid are deceiving, and will continue to deceive, the public into believing, falsely, that Defendant BioBond’s products are those of, are sponsored or approved by, or are in some other way connected with Plaintiff BioCote, and vis-a-versa, all to the irreparable injury of Plaintiff and Plaintiff’s goodwill and to the injury of Plaintiff’s partners, purchasers, prospective purchasers and the public.

66. On information and belief, Defendant's activities are carried out in interstate commerce and/or affect the business activities of Plaintiff carried out in interstate commerce.

67. The acts aforesaid constitute federal unfair competition in the form of trademark infringement of a common law mark, false representation and false designation of origin, all in direct violation of 15 U.S.C. § 1125(a).

WHEREFORE, Plaintiff prays for Judgment against Defendant as set forth in the Prayer for Relief.

COUNT III

State Law Unfair Competition and Trademark Infringement

68. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-67.

69. This Court has pendent jurisdiction over this cause of action and has jurisdiction pursuant to 28. U.S.C. § 1338(b).

70. Defendant's aforesaid acts constitute a violation of Plaintiff's state law rights in its BioCote Marks and constitute unfair competition and trademark infringement under state law.

WHEREFORE, Plaintiff prays for Judgment against Defendant as set forth in the Prayer for Relief.

COUNT IV

Breach of Contract

71. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-70.

72. The Brand Agreement is a legally binding agreement featuring an offer, acceptance and consideration.

73. Plaintiff BioCote fulfilled and continues to fulfill its partnership duties and its obligations.

74. Defendant BioBond has violated the provisions of the Brand Agreement through its use of the BIOCOAT mark and its application and continued prosecution of the BIOCOAT mark before the United States Patent and Trademark Office.

75. Defendant BioBond's breach has harmed and continues to harm the goodwill present in the BIOCOAT mark, BioBond, and BioBond's partners who are using BioCote's BIOCOTE mark in compliance with BioCote's licensing program.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

1. That Defendant BioBond and its officers, director, stockholders, agents, owners, employees, representatives and attorneys and all others acting under, or in concert with them, or in privity with any of them, be forthwith preliminarily and permanently enjoined and restrained from:

(a) using the designation BioCoat or any colorable imitation thereof in any signage, advertising, or promotion, either in print or broadcast form or other forms, either separately or compositely with other words, as a trading name or as a trademark, in connection with the offering for sale and selling of protective coatings;

(b) infringing Plaintiff's rights in and to the BioCote Marks;

(c) in any manner imitating Plaintiff's BioCote Marks; and

2. For an Order holding that Defendant's activities complained of constitute federal trademark infringement, federal unfair competition, false representation and designation of origin, state law trade mark infringement, state law unfair competition, and breach of contract.

3. For an Order directing Defendant to file with this Court and to serve upon Plaintiff within thirty (3) days after service of the requested preliminary injunction, a report, in

writing, and under oath, setting forth in detail the manner and form in which Defendant has complied with the injunction and any further orders of this Court.

4. The Defendant be required to immediately deliver up for destruction all signs, packaging, boxes, printings, containers, advertising materials, cards, leaflets, brochures, promotional material, and any and all materials, cards, leaflets, brochures, promotional material, and any and all other materials that bear the designation BioCoat, or any other words or designations so similar to Plaintiffs BioCote Marks as to be likely to be confusing or deceptive to the public.

5. For damages, according to proofs and applicable statutes, and attorneys' fees and costs of suit, including treble damages and/or enhanced damages resulting from Defendant's intentional and knowing infringement and callous disregard of Plaintiff's rights.

6. For an Order refusing Defendant's federal trademark application for the mark BioCoat and cancellation of any and all other registrations for the mark BioCoat or any variant thereof.

7. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff hereby demands trial by jury on all issues so triable.

VERIFICATION

I, David Hall, declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the above statements are true to the best of my knowledge, information and belief.

Executed on 12th August '26

Name David Hall


Dated: August 19, 2026

By: /s/Stephanie L. Teafor
Stephanie L. Teafor
(Indiana Attorney No. 32615-89)
DICKINSON WRIGHT, PLLC
180 E. Broad Street, Suite 3400
Columbus, OH 43215-3707
Phone: (614) 744-2941
Fax: (844)-670-6009
Email: STeafor@dwlaw.com

H. Jonathan Redway
Nicole M. Meyer
(*Pro Hac Vice Applications Anticipated*)
DICKINSON WRIGHT, PLLC
1825 Eye St., NW, Suite 900
International Square Bldg.
Washington, DC 20006
Phone: (202) 659-6946
Fax: (844)-670-6009
Email: jredway@dwlaw.com
Email: nmeyer@dwlaw.com

Counsel for Plaintiff
BioCote Limited