

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

Security Masters Corporation d/b/a Nelson
Alarm,

Plaintiff,

v.

D-N-A Integrators, Inc. and Daniel E.
Nelson,

Defendants.

Case No.: _____

JURY TRIAL DEMANDED

COMPLAINT

Security Masters Corporation (“SMC” or “Plaintiff”) brings this Complaint for breach of contract, trademark infringement, and unfair competition against Defendants D-N-A Integrators, Inc. (“DNA Integrators”) and Daniel E. Nelson (collectively, “Defendants”).

PARTIES, JURISDICTION, AND VENUE

1. SMC is an Indiana Corporation, with its principal place of business in Indianapolis, Indiana, and does business under the d/b/a “Nelson Alarm.”
2. Upon information and belief, DNA Integrators is an Indiana Corporation, with its principal place of business in Indianapolis, Indiana.
3. Upon information and belief, Daniel E. Nelson is the founder and president of DNA Integrators.
4. This action arises under the trademark, and unfair competition laws of the United States and Indiana contract law. It concerns unfair competition, false designation of origin, and false advertising and is brought pursuant to Sections 43(a), and 43(d) of the Lanham Act, 15 U.S.C. §§ 1125(a), and 1125(d), and state and common law.

5. This Court has jurisdiction over the subject matter of this case pursuant to 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338(b).

6. This Court has supplemental jurisdiction over the claims in this Complaint that arise under state and common law pursuant to 28 U.S.C. § 1367(a) because these state law claims are so related to Plaintiff's claims under federal law that they form part of the same case or controversy and derive from a common nucleus of operative facts.

7. This Court has personal jurisdiction over Defendants because Defendants reside and are domiciled in and have been conducting continuous and systematic business within the State of Indiana and within the boundaries of the Southern District of Indiana including by promoting, advertising, offering for sale, and providing their services. Further, Defendants have caused harm and committed the unlawful acts hereinafter complained of in the Southern District of Indiana.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

ALLEGATIONS COMMON TO ALL COUNTS

The Business and Trademarks of Security Masters Corporation

9. On April 15, 2015, SMC entered into an asset purchase agreement (the "APA"), acquiring the assets of Nelson Alarm, Inc. ("Nelson Alarm, Inc."), an Indiana corporation, of which Daniel E. Nelson was a co-owner and shareholder. Along with the other shareholders of Nelson Alarm, Inc., Daniel E. Nelson personally executed the APA. Together, Section 1.1 and Schedule 1.1 of the APA expressly provide for the sale and transfer of certain assets to SMC, including without limitation, the "Nelson Alarm" business and trademark name and NELSON ALARM trademark and the goodwill associated therewith.

10. Pursuant to the APA, SMC has exclusive rights to the NELSON ALARM trademark and business name, (collectively, the “NELSON ALARM Mark”). Since execution of the APA, SMC has had continuous and exclusive use of the NELSON ALARM business name and trademark in connection with the sale and installation of home and business security systems.

11. In addition to its significant common law trademark rights in the NELSON ALARM Mark, SMC has filed an application to register the NELSON ALARM Mark, appearing in the chart below:

Mark	Goods/Services	Serial No.	Filing Date
NELSON ALARM	Class 37: Installation of security systems; Maintenance of alarm systems; Installation, maintenance and repair of burglar alarms; Installation, maintenance and repair of fire and security alarms Class 42: Design and development of home security systems; Testing of security systems; Design and inspection of fire alarm, detection and suppression systems; Design and development of automated home controller systems, namely, temperature, humidity, and electrical controllers Class 45: Home security alarm monitoring; Monitoring of security alarm systems; Consultancy services in the field of home security; Physical security consultancy; Monitoring burglar and security alarms; Monitoring of fire alarms	99900763	June 23, 2026

12. U.S. Serial No. 99900763 seeking registration of the NELSON ALARM trademark was filed by Security Masters Corporation on June 23, 2026, and is currently awaiting examination by the United States Patent and Trademark Office.

13. As a result of the longstanding promotion and use of the NELSON ALARM Mark, it has become associated exclusively with SMC, and the goodwill associated therewith is of significant value to SMC.

Relevant Background and Discussions Between the Parties

14. Since 2015, Plaintiff has continuously used the NELSON ALARM Mark.

15. On or around July of 2026, SMC became aware of Defendants' use and registration the domain name, nelsonalarm.net (the "Infringing Domain Name").

16. Upon further investigation, SMC determined the Infringing Domain Name was first registered on April 19, 2024 by Defendants.

17. The Infringing Domain Name was used to redirect internet traffic to DNA Integrators' company website available at <https://dnaintegrators.com/>, where DNA Integrators advertises and sells services that directly compete with SMC to the same set of purchasers.

18. On July 8, 2026, Plaintiff, through counsel, sent a letter to Defendants demanding, among other things, that Defendants immediately cease infringement of the NELSON ALARM Mark, cease cybersquatting on the Infringing Domain Name, and immediately transfer the Infringing Domain Name to SMC.

19. In response, Defendants terminated the redirection of internet traffic to their website.

20. SMC and Defendants have otherwise sought to resolve the dispute, but the parties have been unable to reach an agreement.

Defendants' Infringement

21. Defendants' registration and use of the Infringing Domain name and use of the NELSON ALARM Mark constitute breach of contract.

22. Defendants have engaged in trademark infringement including by registering and using the Infringing Domain Name and using the NELSON ALARM Mark without the authorization or consent of SMC and in contravention to the APA.

23. Upon information and belief, as of the date of the filing of this Complaint, Defendants continue to have exclusive control and registration of the Infringing Domain Name.

24. Defendants' use and registration of the Infringing Domain Name to redirect internet traffic to its directly competing website was in bad faith.

25. Defendants' use and registration of the Infringing Domain Name to redirect internet traffic to their directly competing website was intended to cause confusion, cause mistake, and deceive consumers as to the affiliation, connection, and association of Defendants with SMC, and as to the origin, sponsorship, and approval of Defendants' services and commercial activities by SMC.

**COUNT 1
BREACH OF CONTRACT UNDER INDIANA LAW**

26. SMC realleges and incorporates paragraphs 1 through 25, as if fully set forth in this paragraph.

27. Pursuant the Asset Purchase Agreement ("APA"), Daniel E. Nelson's prior company, Nelson Alarm, Inc. ("Seller"), sold and transferred to SMC, among other things,

- a. "all of Seller's right, title, and interest in and to certain assets of Seller, including...the business name 'Nelson Alarm.'"; and
- b. All trade names, including Seller's rights in and to the trade name "'Nelson Alarm'" or any variations of such name; trademarks, ... and other intellectual property, ... and good will associated therewith"

28. The APA states that Buyer purchases at Closing, “*all* of Seller’s right, title, and interest in and to certain assets of Seller, including...the business name ‘Nelson Alarm.’” (at 1) (emphasis added). It further provides that “[e]ach item of Business Intellectual Property included in the Assets will be owned and available for use by Buyer immediately following the Closing on substantially identical terms and conditions as owned or available for use by Seller immediately prior to the Closing.”

29. Daniel E. Nelson, the founder and president of DNA Integrators, personally executed the APA.

30. Defendants have breached the APA, including by use and registration of the Infringing Domain Name, which constitute unauthorized use of the NELSON ALARM Mark.

31. SMC has suffered substantial damages as a direct and proximate result of Defendants’ breach of the APA.

COUNT II
FEDERAL UNFAIR COMPETITION
AND FALSE DESIGNATION OF ORIGIN
(LANHAM ACT, 15 U.S.C. § 1125(A))

32. SMC realleges and incorporates by reference the allegations of paragraphs 1 through 31 as if fully set forth in this paragraph.

33. Defendants’ use and registration of the Infringing Domain Name to redirect traffic to Defendants’ website are likely to confuse, mislead, or deceive consumers and the relevant public as to the origin, source, sponsorship, or affiliation of said services with SMC, and are intended and are likely to cause such parties to believe in error that the Defendants’ services have been authorized, sponsored, approved, endorsed, or licensed by SMC, or that Defendants are in some way related to or affiliated with SMC.

34. Defendants' use and registration of the Infringing Domain Name constitute a willful, deliberate, unfair, false, and deceptive attempt to trade upon the goodwill and reputation appurtenant to SMC's NELSON ALARM Mark.

35. Defendants' conduct complained of herein constitutes federal unfair competition, false designation of origin, and false advertising pursuant to 15 U.S.C. § 1125(a).

36. Defendants' intentional and unlawful use in commerce of the NELSON ALARM Mark is likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of Defendants' services by SMC and therefore constitutes false designation of origin and false advertising, in violation of 15 U.S.C. § 1125(a).

37. As a direct and proximate result of Defendants' knowing, deliberate, and willful infringement of the NELSON ALARM Mark, SMC has suffered harm to its business, reputation, and goodwill.

38. As a result of these wrongful acts, SMC is entitled to injunctive relief prohibiting the Defendants from using the NELSON ALARM Mark and any other marks confusingly similar to the NELSON ALARM Mark, in accordance with 15 U.S.C. § 1116, and to recover all damages that SMC has sustained and will sustain, and all gains, profits, and advantages obtained by Defendants as a result of their infringing acts in an amount not yet known, as well as the costs of this action, pursuant to 15 U.S.C. § 1117(a).

39. This is an exceptional case justifying the award of attorneys' fees under Section 1117(a).

**COUNT III
COMMON LAW UNFAIR COMPETITION
AND TRADEMARK INFRINGEMENT**

40. SMC realleges and incorporates paragraphs 1 through 39, as if fully set forth in this paragraph.

41. SMC is the exclusive owner and authorized user of the NELSON ALARM Mark, with the right to enforce the NELSON ALARM Mark. Defendants are not authorized to use the NELSON ALARM Mark or any variation thereof, or any mark confusingly similar to the NELSON ALARM Mark.

42. The NELSON ALARM Mark is inherently distinctive.

43. Defendants have used the NELSON ALARM Mark in violation of, and with knowledge of SMC's rights to the NELSON ALARM Mark for the purpose of trading upon SMC's goodwill and reputation.

44. Defendants' use of the NELSON ALARM Mark constitutes a willful and intentional infringement of SMC's common law trademark rights in the NELSON ALARM Mark and is likely to cause confusion, mistake, and deception as to source, affiliation, or sponsorship with SMC.

45. SMC has been harmed by Defendants' wrongful acts.

46. SMC is entitled to injunctive relief, recovery of Defendants' profits, actual damages, treble profits and damages, costs, and reasonable attorneys' fees.

COUNT IV
ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT
(LANHAM ACT: 15 U.S.C. § 1125 (D))

47. SMC realleges and incorporates by reference the allegations of paragraphs 1 through 46 as if fully set forth in this paragraph.

48. Defendants have used and registered the Infringing Domain Name. Defendants set the Infringing Domain Name to redirect to Defendants' competing website at <https://dnaintegrators.com/>.

49. The Infringing Domain Name was registered on April 19, 2024, well after SMC had acquired and established rights to the NELSON ALARM Mark.

50. The NELSON ALARM Mark was distinctive at the time of Defendants' use and registration of the Infringing Domain Name.

51. The Infringing Domain Name incorporates and is confusingly similar to the NELSON ALARM Mark.

52. Upon information and belief, Defendants registered and used the Infringing Domain Name with a bad faith intent to profit from the registration by creating an association with SMC and the NELSON ALARM Mark.

53. SMC has been damaged by Defendants' unlawful use and registration of the Infringing Domain Name and will suffer irreparable harm.

54. Defendants' acts, as aforesaid, are in violation of the Anti-Cybersquatting Consumer Protection Act under Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d).

55. As a result of Defendants' actions, SMC is entitled to immediate transfer of the Infringing Domain Name, and any other domain name confusingly similar to the NELSON ALARM Mark, that are used, registered, or under the control of Defendants, in accordance with 15 U.S.C. § 1125(D)(1)(c); and an award of statutory damages of between \$1,000 and \$100,000 per each of the Infringing Domain Name(s) pursuant to 15 U.S.C. § 1117(d).

PRAYER FOR RELIEF

WHEREFORE, SMC requests the Court to award the following relief:

1. The issuance of preliminary and permanent injunctions enjoining and restraining Defendants, their associates, agents, servants, employees, officers, members, directors, representatives, successors, assigns, attorneys and all persons in active concert or participation with them who learn of the injunction through personal service or otherwise:

- a. from using the NELSON ALARM Mark or any marks confusingly similar to the

NELSON ALARM Mark, including but not limited to, as part of a company name, domain name, URL, social media account name, ad generating keyword, or in connection with the marketing and sale of any product or service;

- b. from claiming, representing, suggesting, or implying that Defendants' services are in any way sponsored by or associated with SMC;
- c. from representing by words or conduct that Defendants or their services are authorized, sponsored, endorsed, or otherwise connected with SMC;
- d. from engaging in any other conduct that causes, or is likely to cause, confusion, mistake, deception, or misunderstanding as to the source, affiliation, connection or association of Defendants or Defendants' services with SMC.

2. The transfer of the Infringing Domain Name directly from Defendants to SMC.

3. An accounting and judgment against Defendants and all others acting concert with them, for (a) all profits received from the sale of goods or services by Defendants in association with, or related to, the use of the Infringing Domain Name, or any other use of the NELSON ALARM Mark; (b) damages sustained by SMC as a result of Defendants' breach of contract, trademark infringement, unfair competition, and false designation of origin; (c) treble damages, where appropriate; (d) \$100,000.00 for the Infringing Domain Name or any other domain names confusingly similar to the NELSON ALARM Mark used or registered by Defendants in the connection with the advertising, sale, or provision of any goods or services related to the sale and installation of security systems; (e) the transfer to SMC of the Infringing Domain Name or any other domain names confusingly similar to the NELSON ALARM Mark used or registered by Defendants; and (f) punitive damages to deter such actions in the future.

4. An enhancement of damages to a sum not exceeding three (3) times the profits

earned by Defendants as a result of their willful and improper use of marks confusingly similar to the mark of SMC.

5. Damages under 15 U.S.C. § 1117.

6. Pursuant to 15 U.S.C. § 1118, the removal and destruction of all signage, business cards, invoices, forms, advertisements, packaging, catalogs, promotional materials or any other materials bearing the NELSON ALARM Mark or any other term confusingly similar to the NELSON ALARM Mark, and the termination of all domain names, websites, social media handles, URLs, and other digital or online properties owned or controlled by Defendants so as to prevent any further use or reference to the NELSON ALARM Mark by Defendants.

7. SMC's costs of this suit, including reasonable attorneys' fees and expenses, including all fees and costs incurred in the collection and enforcement of any judgment subsequently obtained, with interest pursuant to 15 U.S.C. § 1117.

8. All other just and proper relief.

Respectfully submitted,

Date: _____

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