ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
AGFA-GEVAERT N.V. v. S.P, Imaging Solutions AG
Case No. D2024-5234

1. The Parties

The Complainant is AGFA-GEVAERT N.V., Belgium, represented by Novagraaf Belgium NV/SA, Belgium.

The Respondent is S.P, Imaging Solutions AG, Switzerland.

2. The Domain Names and Registrar

The disputed domain names <agfafotoprint.com> and <agfaphotoprint.com> are registered with GoDaddy.com, LLC (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on December 19, 2024. On December 20, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On December 20, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain names which differed from the named Respondent (Registration Private / Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on December 23, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on December 26, 2024.

The Center verified that the Complaint together with the amended Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on January 22, 2025. In accordance with the Rules, paragraph 5, the due date for Response was February 11, 2025. The Respondent sent an email communication to the Center on January 8, 2025, with an attached response in letter format. The Complainant sent an email communication to the Center on January 21, 2025, in which it presented comments on the Respondent's letter-based response. The Respondent sent a further email communication to the Center on February 17, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on February 21, 2025. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

On March 5, 2025, the Panel issued Administrative Panel Procedural Order No. 1 to the Parties, by which the Complainant was invited to provide the terms of the inter-group license to which it referred in its email to the Center of January 21, 2025 (described in the Complainant's supplemental filing below), and the Respondent was invited to provide comments and suitable evidence of its acquired rights to use the AGFA brand name as part of its alleged 2005 acquisition of the business of AgfaPhoto GmbH. The Order specified that if any of the Parties' documentation is in a language other than English, it should be provided along with an English translation. The Parties were requested to submit any such information by the end of March 10, 2025, and to comment upon the other party's submission, if any, until March 15, 2025. The decision due date was extended to March 22, 2025 to accommodate these timings.

Both of the Parties made supplemental filings in response to the said Procedural Order on March 10, 2025. The documentation provided by the Respondent was in the German language and was not accompanied by a translation into English. Given the focus of the Respondent's submissions on clause 1.3 of the Business Transfer Agreement (as discussed below), the Panel made a machine translation of this, from which it identified that the clause was in fairly standard form regarding the transfer of certain patents and trademarks, which in turn were listed in a numbered Appendix that the Respondent had provided. The Panel was able to understand this Appendix without the need for a translation, since it included, at Annex 1.1.3(c), a list of the trademarks concerned. The Respondent did not bring any other specific clause or term of the Business Transfer Agreement to the Panel's attention in its supplemental filing and the Panel therefore made no other machine translations of its terms.

Neither of the Parties commented upon the other's supplemental filing made in response to the said Procedural Order before the deadline for comments on March 15, 2025.

4. Factual Background

According to the Complaint, the Complainant has been active in the photographic, medical imaging, and medical software sector for many years and enjoys a worldwide reputation. The Complainant formerly operated in the photography sector as a manufacturer of cameras and film and was well-known in these activities. The Complainant has operations worldwide, split into regions, namely, Africa, Asia, Europe, North and South America, and Oceania.

The Complainant owns multiple trademarks for the AGFA mark, including European Union Registered Trademark Number 3353463 for the word mark AGFA, registered on January 24, 2005, in Classes 1, 2, 7, 9, 10, 40, and 42, and European Union Registered Trademark Number 11649803 for the word mark AGFA, registered on August 7, 2013, in Class 2. The Complainant also owns multiple domain names containing the AGFA mark, and notably several containing the term "agfaphoto", including <agfaphoto.com>, registered on January 15, 1996.

On November 2, 2004, Agfa Gevaert AG and Agfa Gevaert NV of the one part, and AgfaPhoto Holding GmbH of the other, entered into a trademark license agreement (hereinafter, the "License") following upon the sale of a business (the Panel does not have the details of the business sold) from Agfa Gevaert AG to AgfaPhoto Holding GmbH. The License allows the licensee to use certain trademarks and product names in connection with the said business. The License is produced by the Complainant by way of illustration as to the way in which it manages and controls its intellectual property rights.

The disputed domain names <agfafotoprint.com> and <agfaphotoprint.com> were both registered on July 10, 2024. The websites associated with each of the disputed domain names are parking pages provided by the Registrar.

Established in 2003, the Respondent is a company based in Regensdorf, Switzerland. The Respondent maintains that it has the right to use the AGFA mark in the disputed domain names following upon a business transaction as discussed below.

In 2005, a company named AgfaPhoto GmbH, then in an insolvency status, concluded a purchase and transfer agreement (hereinafter, the "Business Transfer Agreement") with the Respondent in respect of the assets of the former's wholesale finishing business. In 2006, a second settlement agreement was concluded between those parties for the purpose of regulating further settlement between them. The relationship between the Complainant's licensee in the License, AgfaPhoto Holding GmbH, and the insolvent seller to the Respondent, AgfaPhoto GmbH, has not been made clear by the Parties, however, the Panel assumes that the latter was originally a division of the former.

As the Panel has been asked to keep the details of the Business Transfer Agreement confidential by the Respondent, it suffices to note that according to the Panel's machine translation, clause 1.3 thereof provides that the seller is the owner of certain patents and trademarks, whereby the seller undertakes to transfer the said patents to the buyer, and in cooperation with the buyer to make every effort to register the buyer as the owner of the said trademarks. The clause states that the trademarks concerned are listed in Appendix 1.1.3(c) to the Business Transfer Agreement. The said Appendix lists some 12 registered trademarks (albeit that seven of those listed derive from a single international registered trademark). The first of said marks is the mark TFS, and the others are the mark TFS TOTAL FILM SCANNING WBZ FARBIG. Consequently, no rights to the AGFA trademark or to any AGFAPHOTO or AGFAFOTO trademarks appear to have been transferred by this clause of the Business Transfer Agreement.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain names.

Notably, the Complainant contends that it is the owner of many trademarks containing the AGFA word mark, including those listed in the factual background section above. It adds that the disputed domain names are confusingly similar to the Complainant's AGFA mark as each completely includes said mark, and one is followed by the term "photoprint" while the other is followed by the term "fotoprint" ("foto" being the word for "photo" in Dutch). The Complainant asserts that the additional words do not prevent the disputed domain names from being confusingly similar to the Complainant's trademark, and that the applicable domain name suffix for the disputed domain names (here ".com") is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test.

The Complainant asserts that it has not licensed or otherwise authorized the Respondent to use its AGFA trademark or any domain name containing said mark, and that, to the best of the Complainant's knowledge, the Respondent does not own any trademark corresponding to the disputed domain names.

The Complainant asserts that its mark is famous and long predates the registration of the disputed domain names, such that the Respondent could not have been unaware of said mark when selecting the disputed domain names. The Complainant notes that the Respondent's website indicates that the Respondent's activities are partially similar to those of the Complainant, such that it could not ignore the Complainant's reputation, and must have registered the disputed domain names to benefit from this. The Complainant contends, with reference to a previous case which it brought under the Policy, that its mark consists of random letters with no apparent meaning, such that any use of the disputed domain names would likely result in misleading Internet users into believing that the disputed domain names were associated with the Complainant.

The Complainant contends that the Respondent has selected domain names containing the Complainant's mark to give the impression that the Respondent is affiliated with the Complainant, or endorsed by it, when it is not, demonstrating the Respondent's bad faith. The Complainant notes that previous cases under the Policy found that its trademark is inherently distinctive. The Complainant concludes that the Respondent must have had the Complainant's mark in mind when it registered the disputed domain names, and that its intention was to target the Complainant and its mark through false association.

B. Respondent

The Respondent did not file a formal Response in accordance with the Rules but produced a letter which it asserts should be treated as such. In the letter, the Respondent contends that it acquired AgfaPhoto GmbH's wholesale lab equipment division in 2005, which division specialized in producing high speed digital processing and printing equipment tailored for wholesale laboratories, with continuing production and support serving customers worldwide. The Respondent asserts that it had already secured a leading position in the wholesale lab equipment market by the time of said acquisition. It adds that the said acquisition was part of a broader effort to preserve essential operations under new ownership, ensuring job preservation, and service/production continuity, and that, by acquiring this division, the Respondent directly inherited a legitimate, substantial, and rightful connection to "AgfaPhoto's legacy".

The Respondent notes that since 2024, it has begun to split off its photo processing and printing division into a separate entity within its corporate group, adding that this was officially announced in December 2024, and that the disputed domain names are part of this strategic direction, reflecting the legitimate continuity of the photo printing and processing expertise which it inherited from AgfaPhoto. The Respondent states that the terms "photo" ["foto"] and "print" in the disputed domain names reflects its specialization in the photo printing sector and distinguishes its use from the Complainant's business activities.

The Respondent notes that the disputed domain names are not in active use, refuting the Complainant's allegations of bad faith registration and use, adding that there has been no attempt to confuse or mislead consumers or profit from the Complainant's reputation.

The Respondent states that it will seek compensation for its legal costs incurred in defending against the Complaint, asserting that the continuation of the proceeding could constitute vexatious litigation, and requesting that said Complaint be withdrawn.

C. Complainant's first supplemental filing (email of January 21, 2025)

The Complainant notes that it has reviewed the Respondent's arguments and is of the view that the disputed domain names are being used unlawfully, adding that the Complainant is still the owner of the AGFA mark and any combination such as "AgfaPhoto", said mark not being owned by the now-defunct AgfaPhoto GmbH company, which company would have used the brand under license and had no authority to transfer it. It also notes that while sub-licensing is permitted, this would have required the approval of the Complainant.

D. Respondent's first supplemental filing (email of February 17, 2025)

The Respondent asserts that the Complainant has engaged in bad faith conduct by circumventing an attempt at an amicable resolution, adding that it has not been invited to engage in constructive dialog. The Respondent notes that it has incurred further legal and administrative costs which will be the subject of a claim against the Complainant. The Respondent notes that it will resort to a court action should its expenses reach a pre-determined level. It objects to the notification of documents to an employee's private address and asks the Panel to consider the above in its decision-making process. The Respondent invites the Complainant to engage in constructive dialog.

E. Complainant's second supplemental filing (response to Procedural Order No. 1)

The Complainant supplies a copy of the License, asserting that it states that the mark AGFAPHOTO remains the property of the Complainant, but that AgfaPhoto Holding GmbH is permitted to use it, although sub-licenses are only permitted with the agreement of the Complainant. The Complainant adds that it handles disputes but checks with its licensee as to whether it has any knowledge of the respondent before proceeding, adding that the licensee confirmed that it had had no contact with the Respondent (evidence provided). The Complainant states that the Respondent does not have its authorization to use the disputed domain names.

F. Respondent's second supplemental filing (response to Procedural Order No. 1)

The Respondent submits that under the Business Transfer Agreement, it was to acquire the essential assets and technology related to high-speed lab equipment from a division that was "the core component of Agfa Photo's operations", adding that this encompassed not just machinery and production know-how but also associated goodwill and branding, whereby the core brand identity "Agfa Photo" and "AgfaPhoto Print" was inextricably linked to the technology and commercial activity being transferred. The Respondent points to the seller's trademark-related obligations under clause 1.3 of the Business Transfer Agreement and states that although the step of registering the trademarks in the Respondent's name was never executed, this establishes a clear obligation upon the seller to facilitate or do its best to formalize the transfers of the trademarks.

The Respondent notes that "AgfaPhoto Print" or similar designations directly reference the technology that was the primary asset of the seller's business, whereby the Respondent as purchaser logically acquires the right to use such marks, adding that the entire point of the purchase was to exploit the technology concerned. The Respondent adds that the mark AGFAPHOTO PRINT "inherently denotes photographic print creation using specialized equipment and consumables" such that, because this technology was transferred in its entirety, "the brand name naturally follows", allowing the Respondent to use it with its newly acquired business lines and offerings. The Respondent concludes with further reference to clause 1.3 of the Business Transfer Agreement, adding that this underscores "an expectation that trademark ownership would be officially registered to the buyer" and that this establishes "a clear right and intent for Imaging Solutions to utilize "AgfaPhoto Print," given the purpose of the underlying technology and the business transferred".

6. Discussion and Findings

6.1 Preliminary issue – Parties' supplemental filings

Paragraph 12 of the Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. Panels have repeatedly affirmed that the party submitting or requesting to submit an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response (e.g., owing to some "exceptional" circumstance). WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("WIPO Overview 3.0"), section 4.6.

In the present case, the Panel is content to admit the Parties' respective supplemental filings. The Parties' emailed comments, as outlined in their respective contentions above, assisted the Panel in understanding the background to this dispute, and their subsequent supplemental filings were made at the request of the Panel in Procedural Order No. 1.

6.2 Substantive issues

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. WIPO Overview 3.0, section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. WIPO Overview 3.0, section 1.2.1.

The Panel finds the mark is recognizable within the disputed domain names. Accordingly, the disputed domain names are confusingly similar to the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.7.

Although the addition of other terms, here, "foto" and "print" in respect of the disputed domain name <agfafotoprint.com>, and "photo" and "print" in respect of the disputed domain name <agfaphotoprint.com> may bear on assessment of the second and third elements, the Panel finds the addition of such terms does not prevent a finding of confusing similarity between the respective disputed domain name and the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.8.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. WIPO Overview 3.0, section 2.1.

The Complainant's assertions regarding the requisite prima facie case cover the fact that it has not licensed or otherwise authorized the Respondent to use its AGFA trademark or any domain name containing said mark, that the said mark is famous and long predates the registration of the disputed domain names, and that the Respondent must have registered the disputed domain names to benefit commercially from this. Specifically, at the Panel's request, the Complainant produces the inter-company trademark License whereby its AGFA trademark is licensed to its German holding company and points out that there is a prohibition on sub-licensing without the Complainant's consent. The Complainant effectively argues that there is no route by which the Respondent might have acquired a right to use its AGFA trademark. The Panel considers these submissions, and the evidence provided, sufficient to establish the requisite prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain names. The Panel therefore turns to the Respondent's case in rebuttal.

The essence of the Respondent's rebuttal case is that it acquired the rights to use the AGFA mark in consequence of its acquisition of AgfaPhoto GmbH's wholesale lab equipment division in 2005. The Panel sought evidence of this by way of Procedural Order No. 1, noting that any documents provided which were filed in a language other than English should be accompanied by an English translation. The Respondent provided a number of documents in the German language and did not provide any translation. The

Respondent pointed specifically towards clause 1.3 of the Business Transfer Agreement. The Panel therefore undertook a machine translation of that clause, noting that this provided that the seller would make every effort to register the buyer as the owner of the trademarks listed in Annex 1.1.3(c). The Panel was also provided with Annex 1.1.3(c). As noted in the factual background section above, such Annex lists certain trademarks but does not contain any variants of the AGFA trademark. The Respondent did not refer to any other clauses of the Business Transfer Agreement by which it may have claimed to have acquired the rights concerned. The Respondent did argue that the "core brand identity" (including "Agfa Photo," and "AgfaPhoto Print") was acquired under the Business Transfer Agreement but did not direct the Panel to any related clause supporting this assertion. In these circumstances, the Panel finds that there is nothing on the present record, in the language of the proceeding, that supports the Respondent's rebuttal case.

Whether or not the Business Transfer Agreement had provided some reference to the alleged acquisition of a core brand identity, which was capable of encompassing "Agfa Photo," and "AgfaPhoto Print" as the Respondent submits, the Panel notes that typically a party who acquires assets from an insolvent company can acquire no better rights than that company itself possessed. Contrary to what the Respondent appears to suggest, the acquisition of technology does not by itself carry a right to use a trademark previously applied to such technology. Here, the Panel has no reason to disbelieve the Complainant's assertion that the rights in the AGFA trademark are controlled by way of inter-group licenses such as the License. Even if the seller under the Business Transfer Agreement had been the licensee in terms of a license similar to the License, the Panel finds it doubtful that the rights under such license would have been assigned without there being clear evidence of an assignment to which the buyer (here, the Respondent) would be able to point. Furthermore, there would be evidence of consent issued by the licensor (i.e., here, the Complainant) to that assignment, but the Complainant and its German subsidiary have asserted that they have no knowledge of the Respondent. Neither has the Respondent produced evidence of such consent that is addressed to it. Finally, the License produced, although not entered into directly between the Complainant and the insolvent company with which the Respondent had dealings, specifies in clause 9 that it terminates upon dissolution of the licensee. In the Panel's view, this is a fairly typical term, and it would not be unreasonable to assume that any such licenses in place in respect of the insolvent company would likewise have terminated upon its ultimate dissolution. The Panel notes that the Respondent was provided with an opportunity to comment upon the License and did not do so within the time limit imposed by Procedural Order No. 1.

In all of these circumstances, the Panel finds that the Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence (in particular as specifically requested by the Panel in Procedural Order No. 1) demonstrating rights or legitimate interests in the disputed domain names, such as those enumerated in the Policy or otherwise.

The Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. WIPO Overview 3.0, section 3.2.1.

There is no doubt that the Respondent registered the disputed domain names in the knowledge of the Complainant's rights in its AGFA trademark, which the Panel accepts are well-known, and specifically are known to the Respondent due to its presence in the same marketplace. The Respondent intends to use the disputed domain names in connection with the business assets which it says it acquired from an insolvent company, and it claims that it has the right to do this, such that it has registered and is using the disputed domain names in good faith. When requested to provide evidence of the nature of the rights which it allegedly acquired in the Complainant's AGFA trademark, the Respondent produced documentation in the German language despite being asked to provide a translation into the language of the proceeding. The Respondent's supplementary submissions referred specifically to clause 1.3 of the Business Transfer Agreement, which the Panel only has in German. According to the Panel's machine translation from German, coupled with its review of the trademarks referred to in Annex 1.1.3(c), the clause concerned did

not transfer any rights in or to the Complainant's AGFA trademark such as to entitle the Respondent to register and use the disputed domain names. If there is another clause which did, the Respondent did not disclose or discuss this.

In all of these circumstances, and on the record before it, the Panel cannot see the registration of the disputed domain names as having been conducted in good faith. There is no evidence before the Panel that the Complainant has assigned any rights in its AGFA trademarks to the Respondent, or that the Respondent acquired such rights via its purchase of assets from a defunct company. The use to which the Respondent intends to put the disputed domain names as described in the Response is highly likely to lead to confusion in that it associates the Respondent's activities with the Complainant's AGFA mark when there is no apparent ongoing association between these (and there is no evidence before the Panel that there has been any such direct association since the Business Transfer Agreement was executed some two decades ago). In particular, there is no present sponsorship or endorsement of the Respondent's activities by the Complainant, or any evidence before the Panel of the past exercise of alleged acquired rights in the Complainant's mark by the Respondent.

The fact that the insolvent entity from which the Respondent acquired certain assets in 2005 might (hypothetically) at one time have been entitled to use the AGFA mark in association with its activities, presumably under a license from the Complainant, does not entitle the Respondent itself to do so unless it also acquired such a license, for example via the Business Transfer Agreement. The Respondent has failed to show to the Panel's satisfaction that it did so, and in any event, it seems unlikely to the Panel that the Complainant would have alienated its rights to a third party in this way, noting in particular the evidence of the Complainant's restricted use of inter-group trademark licenses. In that respect, the Respondent could obtain no better rights than those possessed by the entity from which it acquired the business concerned. As matters stand, therefore, the Panel cannot find that the use of the disputed domain names proposed by the Respondent would be a use in good faith.

Panels have found that the non-use of a domain name would not prevent a finding of bad faith under the doctrine of passive holding. WIPO Overview 3.0, section 3.3. Having reviewed the available record, the Panel notes the distinctiveness or reputation of the Complainant's trademark, and the composition of the disputed domain names, and finds that in the circumstances of this case the passive holding of the disputed domain names does not prevent a finding of bad faith under the Policy.

Given that this case involves reasonably complex business dealings and an alleged acquisition of rights following an insolvency (in respect of an entity that the Panel assumes to have been one of the Complainant's former subsidiaries), the Panel accepts that it could be argued that it is not a typical case of cybersquatting of the kind that the Policy was designed to address, although the Respondent did not make such an argument. The Panel has not overlooked the fact that it remains open to it to state that this dispute is not within the scope of paragraph 4(a) of the Policy, in terms of paragraph 15(e) of the Rules, and to deny the Complaint. Nevertheless, the Panel is reluctant to refuse the Complainant a remedy under the Policy in circumstances where, as here, the Complainant claims to have no relationship with the Respondent, and the Respondent has been requested to substantiate its claim to have rights in the Complainant's trademark but has failed to do so to the Panel's satisfaction. In that sense, the Respondent is not in any different position to a cybersquatter that claims rights which it then fails to substantiate when challenged.

The Panel will therefore make an appropriate finding on the third element assessment, while reminding the Parties that according to paragraph 4(k) of the Policy, the mandatory administrative proceeding requirements do not prevent either of them from submitting the dispute to a court of competent jurisdiction after such proceeding is concluded. In such a forum, the Respondent would have a further opportunity to substantiate its allegations that it has acquired suitable rights to use the disputed domain names by way of the Business Transfer Agreement, or otherwise. The Panel notes for completeness that this decision is not addressed to any other forum in which the Parties' dispute may ultimately be considered.

The Panel finds that the Complainant has established the third element of the Policy.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain names <agfafotoprint.com> and <agfaphotoprint.com> be transferred to the Complainant.

/Andrew D. S. Lothian/
Andrew D. S. Lothian
Sole Panelist
Date: March 22, 2025