

## **ADMINISTRATIVE PANEL DECISION**

All Star C.V., Converse, Inc. v. Narendra Ghimire  
Case No. DCO2024-0014

### **1. The Parties**

Complainants are All Star C.V. and Converse, Inc., United States of America (hereinafter “United States”), represented by Stobbs IP Limited, United States.<sup>1</sup>

Respondent is Narendra Ghimire, United States, represented by Greenberg & Lieberman, United States.

### **2. The Domain Name and Registrar**

The Disputed Domain Name <converse.co> is registered with GoDaddy.com, LLC (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 21, 2024. On February 22, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On February 22, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Name which differed from the named Respondent (Unknown), and contact information in the Complaint. The Center sent an email communication to Complainant on February 27, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on March 1, 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 Respondent of the Complaint, and the proceedings commenced on March 4, 2024. In accordance with the Rules, paragraph 5, the due date for the Response was March 24, 2024. At Respondent’s request, it was granted for automatic four calendar day extension under paragraph 5(b) of the Rules. The Response was filed with the Center on

---

<sup>1</sup> Complainants All Star C.V. and Converse, Inc. will hereinafter be referred in this decision as “Complainant” unless reference is made individually to any of them.

March 26, 2024. On April 29, 2024, Complainant filed an unsolicited supplemental filing and additional evidence that it alleged was not publicly available previously. Respondent objected and requested Complainant's unsolicited supplemental filing should be disregarded, or, in alternative, Respondent should be given the chance to respond.

The Center appointed Lawrence K. Nodine, Reyes Campello Estebarez, and Andrew D. S. Lothian as panelists in this matter on May 14, 2024. The Panel finds that it was properly constituted. Each member of 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 May 22, 2024, the Panel issued a Procedural Order No.1, indicating it has taken note of Complainant's Supplemental Filing of April 29, 2024, and, accordingly, pursuant to paragraphs 10 and 12 of the UDRP Rules, Respondent was given five days (until May 27, 2024) to submit any response in respect to Complainant's Supplemental Filing. Respondent filed its response thereto on May 23, 2024.

#### 4. Factual Background

Complainant is the legal owner and controller of the CONVERSE trademark (hereinafter the "CONVERSE Mark" or the "Mark"), which it has used since 1908 to produce and sell shoes and related merchandise. Complainant owns many trademark registrations worldwide for the Mark, including United States Registrations Nos. 2,810,717 (registered on February 3, 2004) and 3,175,430 (registered on November 21, 2006), and Colombian Registration No. 133091 (registered on April 16, 1986).

Complainant acquired the domain name <converse.com> in 1995, where it promotes and commercializes internationally its products.

Prior decisions under the Policy have recognized the worldwide reputation and well known character of the CONVERSE Mark,<sup>2</sup> as well as its famous character. With reference to the famous character of the CONVERSE Mark, *Converse Inc. v. Perkins Hosting*, WIPO Case No. [D2005-0350](#) indicated "It can fairly be inferred that registration and use of the Domain Name <conversebasketball.com>, comprised of a famous mark and a relevant descriptive word, was a bad-faith effort to confuse Internet users. WIPO UDRP panels have found bad faith simply in the act of registering a domain name incorporating a famous mark and thereby diverting traffic from the owner of the mark [...]"

Respondent is a domain investor or "domainer" who purchases domain names with the intent of reselling them.

According to the Whois record, Respondent acquired the Disputed Domain Name on October 5, 2019. The acquisition followed an auction at which its winning bid was USD 309 (See Exhibit 1 - Ghimire Dec. ¶¶ 5 and 6).

The Disputed Domain Name resolves to a GoDaddy-branded landing page at "www.afternic.com" that indicates the Disputed Domain Name is for sale and includes a contact form to fill in with relevant personal information in order to be contacted and informed about its price, as well as GoDaddy telephone numbers to find out the price instantly. According to the evidence provided by Complainant, a separate GoDaddy Domain Name Search webpage catalogs the Disputed Domain Name as a "premium domain" and offers it for sale as a minimum offer price of GBP 235,275 (approximately USD 300,000).

According to the definition at "www.dictionary.com" produced by Respondent, the word "converse" used as a verb [ . . . ] means "to talk informally with another or others; exchange views, opinions, etc., by talking" and

---

<sup>2</sup> See *All Star C.V. v. George*, WIPO Case No. [D2018-0414](#); *All Star C.V. and Converse, Inc. v. Client Care, Web Commerce Communications Limited*, WIPO Case No. [D2022-3487](#); *All Star C.V. v. Domain Admin, Whoisprotection.cc / Name Redacted*, WIPO Case No. [D2020-0938](#); *All Star C.V. v. Baker Barry, Baker Barry*, WIPO Case No. [D2020-1132](#).

used as a noun means “familiar discourse or talk; conversation”. Evidence produced by Respondent also demonstrates that “converse” is a geographic location in at least two States within the United States, and that it is also a surname.

Respondent has been involved in prior cases under the Policy, including:

- *Sage Global Services Limited v. Narendra Ghimire, Deep Vision Architects*, WIPO Case No. [DAI2023-0010](#), <sage.ai> (“*Sage Global*”), dated September 1, 2023, which was denied;

- *Amadeus IT Group, S.A. v. Domains By Proxy, LLC / Narendra Ghimire, Deep Vision Architects*, WIPO Case No. [DCO2022-0040](#), <amadeus.co> (“*Amadeus case*”), dated July 25, 2022, which was denied, with a dissent opinion;

- *Virtuoso, Ltd. v. Narendra Ghimire, Deep Vision Architects*, WIPO Case No. [DIO2022-0049](#) <virtuoso.io> - dated December 20, 2022, which was upheld ordering the transfer to the Complainant, albeit, according to the Respondent and as the Panel has verified through publicly available information, subsequent litigation was withdrawn on joint stipulation of the Parties with the Respondent retaining the disputed domain name; and

- *Sonata Software Limited v. Narendra Ghimire, Deep Vision Architects*, WIPO Case No. [DAI2023-0051](#) <sonata.ai>, dated March 11, 2024, which was denied.

## 5. Parties’ Contentions

### A. Complainant

Complainant’s contentions:

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Disputed Domain Name.

Notably, Complainant contends that Complainant acknowledges that investing in domain names for resale can represent a legitimate business interest, but cites *Amadeus case*, for its contention that “[...] the panel must be satisfied that the registrant did not register the domain name in question with the relevant complainant’s trademark in mind and with the intention of ‘targeting’ that trademark by taking unfair advantage of the complainant’s goodwill attaching to it.”

It is implausible that Respondent was not aware of Complainant when registering the Disputed Domain Name.

Complainant offers evidence that the Mark is globally famous. The CONVERSE Mark is widely recognized and consistently ranked as one of the “coolest” and most iconic sneakers of all time in the press and on social media. For instance, InStyle published an article in January 2023 explaining how CONVERSE became “fashion’s favourite sneaker”. In 2017, CNN ranked the Chuck Taylor All Star sneaker as the second most iconic sneaker of all time. Teen Vogue stated in a 2017 article that CONVERSE is the “number one choice for the lace-up kicks in all 50 states”, as confirmed by a Polyvore survey. GQ confirmed in an article from 2018 that “Converse All Stars are the world’s most popular sneaker”.

Complainant is also present on Facebook (46M followers); Instagram (10.8M followers); X (formerly Twitter) (1M followers); and TikTok (946.9K followers).

Prominent public figures including, for example, Michelle Obama, Taylor Swift, and many others have appeared publicly in shoes bearing the Mark.

In addition, Complainant and the CONVERSE Mark feature prominently in search results for “converse” in leading search engines. For example, the first page of results from a Google search for “converse” revealed Complainant’s official website, the CONVERSE Mark and the Chuck Taylor All Star sneakers.

Respondent simply could not have ignored, or been unaware of, the widespread presence and reputation of the CONVERSE Mark when registering the Disputed Domain Name.

Respondent has a long-established history of registering other domain names composed of names, words, or phrases that are also identical to trademarks, which increases the likelihood that Respondent intentionally targeted the well-known CONVERSE Mark as a motivation for selecting the Disputed Domain Name.

The composition of the Disputed Domain Name falsely suggests that it is an official online location of Complainant and/or a Colombian branch of Complainant, creating a high risk of consumer confusion and/or affiliation with Complainant.

The high asking price for the Disputed Domain Name more likely than not reflects the significant value and goodwill attached to the CONVERSE Mark, not any “dictionary meaning” of the word “converse”. Complainant used online domain appraisal tools that show that, compared to the value of Complainant’s <converse.com> domain name, which the appraisal tools value at USD 523,000, domain names that are unrelated to Complainant, but nonetheless include the term “converse”, were estimated to have a value far below the price that Respondent set for the Disputed Domain Name. Complaint at p. 15 and Complainant’s Annex 17.

Given the fame of Complainant’s Mark and the implausibility of purported good faith use, Respondent’s use of the Disputed Domain Name was in bad faith under *Telstra Corporation Limited v. Nuclear Marshmallows*, WIPO Case No. [D2000-0003](#) (“*Telstra case*”).

In its Supplemental Filing, Complainant addressed Respondent’s allegations of Reverse Domain Name Hijacking (hereinafter “RDNH”), and submitted it has legitimate and bona fide reasons for filing the Complaint. Complainant further completed its allegations regarding the purchase price paid by Respondent for the Disputed Domain Name (disclosed in the Response), and the price Respondent is requesting through the GoDaddy platform (GBP 235,275, approximately USD 300,000). Notably, Complainant contended that Respondent’s asking price, when compared to the price at which Respondent purchased the Disputed Domain Name, strongly suggests that Respondent targeted Complainant and the Mark, adding that the asking price far exceeds Respondent’s out of pocket expenses in registering the Disputed Domain Name.

## **B. Respondent**

Respondent contends that Complainant has not satisfied all three of the elements required under the Policy for a transfer of the Disputed Domain Name. Respondent argues that:

Respondent is a domainer engaged in lawful economic transactions.

Respondent has the legal right to buy and sell domain names based on their dictionary meaning provided it does not target the trademark value of a term.

The word “converse” is a generic dictionary word used by numerous entities as their business names, has geographic significance, is used by people as their surname and Respondent has never used the domain name in association with any of Complainant’s goods and services.

Respondent acknowledges that the CONVERSE brand for sneakers is well known but denies that the trademark CONVERSE is famous beyond its use on sneakers. Complainant does not have the right to block uses on products other than sneakers.

Respondent does not dispute that Complainant's Mark is well known in association with sneakers; however, Complainant still must show that "the disputed domain name was selected expressly to target Complainant to take advantage of its marks".

"Converse" is a generic word available for anyone to use so long as it is not a business in association with sneakers in the locations where Complainant has senior trademark usage for which Respondent acknowledges Complainant is well known.

Because the word "converse" is used in many ways, it impossible for any one entity to claim its exclusive use.

There are numerous other "converse" domain names being used by others.

A trademark search in the United States for the word mark "converse" returns 54 results, 27 (i.e., exactly half) of which are not that of Complainant.

A WIPO Global Brand Database search reveals 877 marks in every possible class and a Dunn & Bradstreet Business Directory search reveals hundreds of companies using the term "converse" within their company names other than Complainant.

Respondent purchased the Disputed Domain Name and immediately directed the Disputed Domain Name to Afternic placing it for sale. Since the Disputed Domain Name was first offered for sale in 2019, there has been substantial interest in the domain name with numerous leads, but no offers to buy the Disputed Domain Name.

Respondent submits a document that purports to show 689 webpages which resolve and the additional 1,716 registered domain names which do not resolve, all of which use the term "converse" as part of the domain name. In this list of websites, there are numerous examples of legitimate companies, other than Complainant, using the said word as all or part their trademark including, but not limited to a university at <converse.edu>, a messenger client at <converse.xyz>, and a social media company at <converse.co.ke>.

Complainant has not provided the required proof that Respondent had Complainant in mind when acquiring the Disputed Domain Name. Complainant has not presented evidence to support its allegation that Respondent acquired the Disputed Domain Name "primarily for the purpose of selling the domain name registration to the owner of the trademark" as no such evidence exists.

Respondent submits a statement under penalty of perjury declaring that:

"12. The domain name has never had any of Complainant's goods and services on the website so there is no possible basis to claim confusion.

13. Complainant has not provided any evidence that I bought the domain name for the purpose of resale specifically to Complainant.

14. I did not register / buy the Disputed Domain primarily for the purpose of preventing any owner of the trademark or service mark from reflecting the mark in a corresponding domain name.

15. I did not intend to and did not create a likelihood of confusion or disrupt Complainant's or any other entities' business." (Ghimire Dec. 12).

Respondent submits Complainant had no bona fide basis for commencing this proceeding under the UDRP, and is culpable for RDNH. This case is an attempt by Complainant to seize a Disputed Domain Name with no right to do so.

In its Response to Complainant's Supplemental Filing, in reply to the Procedural Order No.1, Respondent basically reiterates its arguments included in the Response.

## 6. Discussion and Findings

### A. Preliminary Issue: Consolidation

Complainant requests consolidation into a single proceeding. Complainants All Star C.V. and, Converse, Inc., are affiliated companies and have legal rights in the CONVERSE trademark. They have a common grievance against Respondent. Additionally, they have been joint parties to previous UDRP proceedings relating to domain names incorporating the CONVERSE Mark.

Consolidation of multiple complainants into a single proceeding is permissible when “(i) Complainants have a specific common grievance against the respondent, or the respondent has engaged in common conduct that has affected Complainants in a similar fashion, and (ii) it would be equitable and procedurally efficient to permit the consolidation”. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“WIPO Overview 3.0”](#)), section 4.11.1.

Accordingly, the Panel approves the consolidation request.

### B. 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 Complainant’s trademark and the Disputed Domain Name. [“WIPO Overview 3.0”](#), section 1.7.

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 entirety of the Mark is reproduced within the Disputed Domain Name. Accordingly, the Disputed Domain Name is identical to the Mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7. The applicable Top Level Domain (“TLD”) in a domain name (here, “.co”) is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1.

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

### C. Registered and Used in Bad Faith

Because Policy elements 4(a)(ii) and 4(a)(iii) are intertwined in this case, it is helpful to discuss the bad faith questions before discussing Respondent’s rights and/or legitimate interests.

The Panel finds, based on the balance of probabilities, that Respondent registered the Disputed Domain Name in bad faith. Respondent concedes that he was aware of Complainant and its rights, but contends that those rights are limited to sneakers and that, regardless, Complainant has not proved that Respondent targeted Complainant. Respondent contends that the word “converse” has an ordinary dictionary meaning that a hypothetical future purchaser may legitimately exploit and that there are many third parties around the world who own trademarks that include “converse”. The Panel rejects these arguments for several reasons.

Respondent concedes awareness of Complainant and its rights. In addition, the Panel finds, based on the extensive evidence recited above, that Complainant’s CONVERSE Mark is famous globally, and especially in the United States where Respondent resides. These two factors—Respondent’s admission and Complainant’s fame—distinguish the several prior cases where Respondent prevailed because the panels found that Complainant did not overcome Respondent’s denials “on penalty of perjury” that he had no knowledge of the respective Complainant’s rights before he registered the challenged domain names. *Sonata, supra* (“The Respondent first heard of the Complainant upon receipt of the Complaint, and the Respondent attests to this in a declaration made under penalty of perjury”); In *Amadeus, supra* (Panel majority relied on Respondent’s assertion that it had no awareness of the AMADEUS trademark when it

registered the domain name); *Sage Global, supra* (Complainant offered no countervailing evidence to rebut Respondent's declaration under penalty of perjury that he had never heard of Complainant prior to the filing of the Complaint).

Given the fame of Complainant's CONVERSE Mark, Respondent wisely admits awareness of Complainant. This key difference justifies an outcome different than the prior cases.

Respondent argues that, even though it was aware of the CONVERSE Mark, Complainant has not carried its burden to prove targeting. The Panel finds, however, that the evidence before it is sufficient to prove that targeting is the most probable explanation for Respondent registration of the Disputed Domain Name.

Respondent set the purchase price for the Disputed Domain Name at GBP 235,275 (approximately USD 300,000). While the Panel is well aware that dictionary word domain names can fetch a high price tag (at the same time, those tend to be in the ".com" TLD), this price likely filters out buyers who are interested in the non-trademark meaning of the term "converse". The Panel also infers that Respondent, an experienced domain name investor, was likely well aware that the price would filter out purchasers interested in only the dictionary, geographic, or surname connotations of the term. The Panel therefore infers that the price was knowingly set to limit the set of potential purchasers with a particular focus on the owner of both the CONVERSE Mark and the valuable <converse.com> domain name. The latter is different from the Disputed Domain Name by the addition of merely a single letter in the TLD – Respondent as a domainer could not reasonably be expected to have overlooked or been unaware of this fact.

Respondent rightly defends that the Policy does not prohibit a domain name owner from charging a buyer any price it wishes, but that misses the point, which is that, when combined with Respondent's admitted awareness of the famous Mark, the price is a window into Respondent's probable intent. The Panel does not deny that there could be purchasers willing to pay the set price based on the dictionary, geographic, or surname meanings, but the Panel finds that this is not probable in the circumstances of the present case. The Panel notes that Respondent has disclosed it purchased the Disputed Domain Name for USD 306, and, the Panel simply finds it implausible that Respondent immediately directed the Disputed Domain Name to Afternic, placing it for sale for approximately USD 300,000, merely in consideration of the dictionary value of the term "converse".

In any event, Respondent had the option of submitting evidence to rebut any adverse inferences from the pricing. That is what he did in *Sage Global*, where the Panel acknowledged that "the price of the Disputed Domain Name could be a factor that may suggest that, because only a business of the size of Complainant could pay that price, that Respondent is targeting Complainant", but declined to draw an adverse inference because "the Respondent provided credible evidence and a signed declaration to rebut any such inference that Respondent was not aware of Complainant when registering the disputed domain name". (p. 5). See also, concurring opinion of Panelist Tony Willoughby, who refused to draw an adverse inference from Respondent's pricing because "the Respondent has declared under penalty of perjury that he was unaware of the existence of Complainant when he acquired the disputed domain name". (Id, p. 10)

Unlike the clear and unequivocal declarations denying knowledge that Respondent offered in *Sage Global*, in this case Respondent concedes awareness of Complainant's rights and does not offer evidence to rebut the adverse inferences from its pricing. Instead, Respondent argues that Complainant has not carried its burden to prove targeting, but, in the Panel's opinion, the pricing evidence combined with the fame of the Complainants' Mark (notably in the territory where the Respondent is based, as well as worldwide) is enough to satisfy Complainant's burden. The Panel notes that Respondent has not provided a clear and unequivocal denial in its declaration but simply indicated, "Complainant has not provided any evidence that I bought the domain name for the purpose of resale specifically to Complainant" (paragraph 13 in Respondent's declaration). This statement, in particular, strikes the Panel as being carefully worded to avoid a direct expression of Respondent's true intent. The Panel notes that Respondent pleads law in this purportedly factual statement using the wording of the UDRP, rather than simply stating what his true intent was, something a less calculating party would candidly do rather than adopting a carefully worded legal formulation.

Respondent also contends that there are other trademark owners who include “converse” in their marks and that these trademark owners could legitimately use the Disputed Domain Name. For three main reasons, the Panel rejects this contention.

First, the Panel rejects this contention as pretextual. Respondent concedes that it was aware of Complainant and its rights when it registered the Disputed Domain Name. Respondent’s declaration is silent, however, about his awareness of any other trademark owners when he registered the Disputed Domain Name. There is no evidence that Respondent was aware of any “converse” trademark owner other than Complainant when he registered the Disputed Domain Name. The Panel notes that none of the evidence regarding third party use in the United States or in any other country includes any linkage to 2019 when the Disputed Domain Name was registered.

Second, Respondent’s pricing also filters out owners of lesser-known trademarks or company names that include “converse” as a component. Importantly, Respondent does not respond to the evidence that Complainant offers to estimate the value of domain names that did not exploit Complainant trademark value. Complainant used online domain appraisal tools that show that, compared to the value of Complainant’s <converse.com> domain name, which the appraisal tools value at USD 523,000, domain names that are unrelated to Complainant, but nonetheless include the term “converse”, were estimated to have a value far below the price that Respondent set for the Disputed Domain Name. Complaint at p. 15 and Complainant’s Annex 17. The Panel acknowledges that valuations of domain names based on databases are only estimates and that these estimates may be challenged as unreliable, and the Panel does not consider them conclusive. However, these estimates are sufficient (in the absence of countervailing evidence) for the limited purpose of estimating the relative value of the domain names in question. Therefore, this un rebutted evidence supports the Panel’s finding that the asking price for the Disputed Domain Name filters out potential good faith uses of the Disputed Domain Name and thereby evidences targeting of the trademark value of the Mark.

Third, even if the submitted evidence shows that some third parties include “converse” as a component of multi-word trademarks, it does not follow that these third parties have the right to use “converse” alone as domain name. This is particularly so because of the fame of Complainant’s CONVERSE Mark. The Panel has further analyzed the evidence provided by Respondent regarding the WIPO Global Brand Database search related to other trademarks including the term “converse” (which listed more than 800 marks), and finds these results are not conclusive. Particularly, the Panel has conducted the same search through the WIPO Global Brand Database, and notes: (i) many of the listed trademarks are expired, ended, or pending, and there are 622 registered; (ii) out of these 622 marks, only less than 3% (15 marks), are apparently owned by companies unrelated to Complainant or its subsidiaries (in this respect the Panel has analyzed the owners’ company names, the translation of these company names into English, and the marks); and (iii) the Panel notes none of these 15 marks are word marks consisting of the “converse” term alone.<sup>3</sup> Additionally, the Panel notes the search list provided by Respondent is dated March 18, 2024, and does not refer to the date of registration of the Disputed Domain Name (in 2019).

Respondent separately identified fifty-three (53) United States trademark registrations<sup>4</sup> that include “converse”. Respondent acknowledged that Complainant owns half of these registrations, but contends that the remaining twenty-seven (27) represent potential trademark owners who might purchase the Disputed Domain Name in good faith. The Panel rejects this contention.

Seven<sup>5</sup> of the 27 trademarks are completely different from Complainant’s Mark and the Panel finds them to be irrelevant. Eighteen (18) of the remaining registrations include additional terms, often as a part of a

---

<sup>3</sup>These 15 marks contain other distinctive word or figurative elements, such as POPYRUS CONVERSE.

<sup>4</sup> Most of these United States registrations are in also included in Respondent’s WIPO Global Brand Database search.

<sup>5</sup> CONVERSEON (2 registrations); CONVERSAGENT; CONVERS8; INVERSA; KONVERSE; KAMAILIO.



complex phrase that reflects the dictionary meaning of “converse”.<sup>6</sup> Unlike these 18 trademarks that include extra words, the Disputed Domain Name does not include any additional words that reflect the dictionary meaning of “converse”. Because Complainant’s Mark is a single word, and famous, when “converse” is used alone, as it is in the Disputed Domain Name, Internet users are more likely to associate it with Complainant. Given the fame of Complainant’s Mark, additional words are necessary to trigger the dictionary connotations of “converse” (see e.g., the trademarks listed in footnote 6), and the absence of such additional words allows the fame of Complainant’s Mark to stay top of mind.

Of the twenty-seven United States registrations that Respondent relies upon, only two are for the word “converse” alone. United States Trademark Registration Nos. 6,126,501 and 6,329,503, both filed June 24, 2019, a few months before Respondent registered the Disputed Domain Name, are owned by Simple Tire LLC and used in connection with the online sale of tires, which are offered at “www.conversetires.com”.

It is further to be noted that the existence of other marks or company names including the word “converse” is not an argument that, in itself and alone, may justify Respondent’s conduct or may indicate bad or good faith under the Policy, unless other circumstances of the case indicate bad or good faith. Even if there would exist many names or marks including a particular term, if the circumstances of the case, in a balance of probabilities, show – as in the present case – that a respondent knew about a mark (Respondent has acknowledged it), and that it had this mark in mind when it registered the disputed domain name to take unfair advantage of or otherwise abuse that mark (which, in the present case, can be inferred, in particular, from the famous character of the CONVERSE Mark, and the price asked for the Disputed Domain Name – as above discussed and it is supported by evidence in the record), bad faith under the Policy exists. The UDRP is designed to operate in a global context and for a specific scope of cybersquatting; it has a specific concept of bad faith, and a specific standard of proof, which differs from court proceedings. [WIPO Overview 3.0](#), sections 3.1, 4.2, and 4.15.

Additionally, the Panel finds without regard to *Telstra Corporation Limited v. Nuclear Marshmallows*, WIPO Case No. [D2000-0003](#), that Respondent is currently offering the Disputed Domain Name for sale, and that the act of offering the Disputed Domain Name for sale is itself “use” or preparation for use of the Disputed Domain Name under the Policy. The Panel finds, based on the balance of probabilities, that Respondent registered the Disputed Domain Name in the knowledge of Complainants’ rights and with intent to target these. Consequently, the Panel finds that the Disputed Domain Name was registered and has been used in bad faith.

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

#### **D. Rights or Legitimate Interests**

Respondent contends that he has the right and a legitimate interest in buying and selling domain names. He purchased the Disputed Domain Name from a legitimate source and there is no evidence that Respondent has made any use of it save to advertise it for sale, a legitimate use in the context of a legitimate form of business. Respondent has the legal right to buy and sell domain names based on their dictionary meaning provided it does not target the trademark value of a term.

---

<sup>6</sup> IMMERSE & CONVERSE CONVERSE CONDITIONED AIR; CCA CONVERSE CONDITIONED AIR; CONVERSE NOW; CONVERSENOW; CITY OF CONVERSE CONNECTING COMMUNITY + COMMERCE; PEEPS' CREEK PEEPS' CREEK PEEPS' CREEK CAFÉ DRINK, LISTEN, & CONVERSE EST. 2018; CONVERSE AND CONVEY PANEL; CONVERSATE WITH US COMMUNICATE, CONVERSE, RELATE; PAPYRUS CONVERSE; KICK IT'N CONVERSE; LIGHTCONVERSE; CONVERSE COWBOY; THINK! AMERICA REASON FIRST - THEN CONVERSE; HORTON & CONVERSE; LET'S CONVERSE; CONVERSE COLLEGE VALKYRIES; CONVERSE BANK (Armenian bank; no United States use).

“In order to find rights or legitimate interests in a domain name based on its dictionary meaning, the domain name should ... not [be used] to trade off third-party trademark rights.” [WIPO Overview 3.0](#), section 2.10.1.

As discussed above, the Panel finds on the balance of probabilities that Respondent registered the Disputed Domain Name to exploit its trademark value rather than its ordinary dictionary, geographic or surname meaning or its non-exclusive trademark value. Accordingly, it follows that Respondent does not have rights or legitimate interests in the Disputed Domain Name.

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

#### **E. Reverse Domain Name Hijacking**

Given the ruling in Complainant’s favor, there is no need for the Panel to consider this issue.

#### **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 Name, <converse.co> be transferred to Complainant.

*/Lawrence K. Nodine/*

**Lawrence K. Nodine**

Presiding Panelist

*/Reyes Campello Estebanz/*

**Reyes Campello Estebanz**

Panelist

*/Andrew D. S. Lothian/*

**Andrew D. S. Lothian**

Panelist

Date: June 3, 2024