

## **ADMINISTRATIVE PANEL DECISION**

Talisman Brands Inc v. MEHMED EROGLU

Case No. D2025-0906

### **1. The Parties**

The Complainant is Talisman Brands Inc, United States of America, represented by Plasseraud IP, France.

The Respondent is MEHMED EROGLU, Türkiye.

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

The disputed domain name <nordmende.com> (the “Disputed Domain Name”) 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 March 4, 2025. On March 5, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On the same day, 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 (Registration Private, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on March 6, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed two amended Complaints on March 11, and 14, 2025.

The Center verified that the Complaint together with the amended Complaints 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 March 17, 2025. In accordance with the Rules, paragraph 5, the due date for Response was April 6, 2025. The Response was filed with the Center on March 18, 2025.

The Center appointed Nick J. Gardner as the sole panelist in this matter on April 16, 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 May 1, 2025, the Panel issued a Procedural Order (the “Procedural Order”) which in substance reads as follows:

“1. The Panel notes that the Respondent states ‘In 2022, the Respondent entered into a legitimate trademark license agreement with Atmaca Group, the official Nordmende licensee in Turkey [Türkiye] at the time, for the Turkish sales rights of Nordmende products.’, but does not provide this agreement.

2. In light of the foregoing, the Panel requests the Respondent to provide a copy of this license agreement mentioned.

The Respondent should submit the above-requested evidence and comments by email to the Center by May 6, 2025. If the agreement is not in English, the Respondent should provide a translation into English (a machine generated translation should suffice).

The Complainant is entitled to respond to the Respondent’s submission by May 11, 2025.

Submissions should be limited to the above request”.

The Respondent did not provide the material requested in the Procedural Order and did not make any further filing.

#### **4. Factual Background**

In 1947 Martin Mende, formed a company in Bremen, Germany, called “Norddeutsche Mende-Rundfunk GmbH” and adopted the trademark NORDMENDE. The company’s NORDMENDE products became well known in the 1950s and included radios, televisions, tape recorders and record players. In 1977 NORDMENDE was acquired by the French Thomson Group. On June 1, 2022, the Complainant, Talisman Brands Inc., d/b/a/ Established, acquired the rights in the NORDMENDE brand and the corresponding trademarks.

The Complainant’s business comprises the licensing of a number of established trademarks to third party manufacturers. NORDMENDE is one such trademark and appears to be used in particular in Italy, Türkiye, Ireland and Germany.

The Complainant owns a number of registered trademarks for the term “Nordmende” in both word and device form. See for example International Trademark NORDMENDE n° 796198, registered on August 29, 2002, in classes 7, 8, 9, and 11, covering Austria, Benelux, Switzerland, China, Estonia, Spain, France, United Kingdom, Greece, Croatia, Ireland, Italy, Lithuania, Latvia, Russian Federation and Türkiye. These trademarks are referred to as “the NORDMENDE trademark” in this decision.

The Disputed Domain Name was originally registered on December 26, 1998.

In a previous case concerning the Disputed Domain Name - *Deutsche Thomson OHG v. Whois Privacy Service Pty Ltd and Domain Support*, WIPO Case No. [D2013-1718](#) (the “Earlier Case”) - the panel declined to find in favour of the complainant on the basis that the Disputed Domain Name was registered during a prolonged hiatus in the use of the asserted mark and hence the panel was not prepared to infer the respondent in that case was aware of the complainant and its rights.

It is not in dispute that at some time in 2022, the Respondent acquired the Disputed Domain Name and then for some time used the Disputed Domain Name to resolve to a website (the “Respondent’s Website”) which

contained content in Turkish and English and which promoted for sale in Türkiye NORDMENDE branded televisions.

## **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 Name.

Notably, the Complainant contends as follows.

The Disputed Domain Name is identical to the NORDMENDE trademark.

The Respondent has no rights or legitimate interests in the term "Nordmende".

In consequence the Complainant alleges that the Disputed Domain Name was registered and is being used in bad faith. The Complainant says the Respondent's Website purported to be operated by a company named "Nordmende" or "Nordmende Türkiye" but no such company exists. It says the Respondent was seeking to impersonate the Complainant for the Turkish market, or at least to suggest an official connection with the Complainant when none existed.

The Complainant goes on to say that the Respondent likely acquired the Disputed Domain Name in June 2022, noting that until 2022 the Disputed Domain Name resolved to various parking pages, in April 2022 the Disputed Domain Name was publicly offered for sale, and since the second half of 2022 the Disputed Domain Name has been redirected to an active website displaying the Complainant's NORDMENDE trademark. It says that the Respondent was involved in negotiations with the Complainant in 2023 as to a possible agreement related to the marketing in Türkiye of NORDMENDE branded televisions but those negotiations came to nothing. It also provides details of third parties who have at differing times been the Complainant's exclusive licensee in Türkiye in respect of the NORDMENDE trademark. Neither of them is the Respondent.

The Complainant also says that the Respondent is not the same respondent as in the Earlier Case and hence this is not a refiled case. This issue is not in dispute so the Panel will not address it further.

### **B. Respondent**

The Respondent purchased the Disputed Domain Name in June 2022. The Respondent says he has rights and legitimate interests in the Disputed Domain Name as it was acquired with the bona fide intent to develop a commercial website for the sale of television products, in good faith, and without intent to infringe upon the Complainant's alleged trademark rights.

The Respondent says he had a legitimate license agreement with the official NORDMENDE Licensee in Türkiye, Atmaca Group, for the Turkish sales rights of NORDMENDE products. He says this was a legitimate agreement but he operates as an entirely independent entity and was not a party to any agreements between Atmaca Group and the Complainant.

The Respondent says that in reliance on his license agreement with Atmaca Group, he made significant investments in developing the Nordmende brand in Türkiye, including

- a) The development of a website under the Disputed Domain Name.
- b) Extensive marketing campaigns across social media and conventional media channels such as outdoor billboard advertising
- c) Placement of NORDMENDE televisions in A101, Türkiye's largest retail chain.

d) Engaging in discussions with representatives of the Complainant starting around February 2023, regarding a potential direct license agreement. These indicated a positive direction towards collaboration further reinforcing the Respondent's belief in the legitimacy of his use of the Disputed Domain Name.

The Respondent says the above facts show he has a legitimate interest in the Disputed Domain Name. He denies acting in bad faith. He says he registered the Disputed Domain Name before any direct contact with the Complainant, negating any intent to target the Complainant's trademark at the time of registration. He also says he initially used the Disputed Domain Name under a valid license agreement and continued to use it while engaging in discussions with the Complainant regarding a potential direct license.

The Respondent accuses the Complainant of acting in bad faith. In this regard he says that the Complainant was fully aware that the Respondent had a legitimate business arrangement with Atmaca Group, which was the official licensee of the NORDMENDE brand in Türkiye at the time, and that the Respondent lawfully marketed and sold NORDMENDE televisions under this agreement. The Respondent says the Complainant engaged in direct discussions with the Respondent regarding a potential license transfer, which led the Respondent to invest more in marketing, product distribution, and branding efforts.

The Respondent says the Complainant deliberately ceased communication with the Respondent after suggesting a potential collaboration, only to later file the present UDRP Complaint instead of seeking an amicable resolution. Furthermore, despite having direct access to the Respondent's contact details, including email and other communication channels, the Complainant made no attempt to resolve the matter amicably before resorting to UDRP proceedings. Instead, the Complainant's reliance on UDRP as a means of forcibly acquiring the Disputed Domain Name raises concerns that this proceeding is being used as a tactical maneuver rather than a legitimate dispute resolution mechanism.

## **6. Discussion and Findings**

To succeed, in accordance with paragraph 4(a) of the Policy, the Complainant must satisfy the Panel that:

- (i) the Disputed Domain Name is identical with or confusingly similar to a trademark or service mark in which the Complainant has rights;
- (ii) the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name;
- (iii) the Disputed Domain Name has been registered and is being used in bad faith.

### **A. Identical or Confusingly Similar**

The Complainant has rights in the NORDMENDE trademark. The Panel finds the Disputed Domain Name is identical to this trademark. It is well established that the generic Top-Level Domain, in this case ".com", does not affect the Disputed Domain Name for the purpose of determining whether it is identical or confusingly similar. See, for example, *Rollerblade, Inc. v. Chris McCrady*, WIPO Case No. [D2000-0429](#).

Accordingly the Panel finds that the Disputed Domain Name is identical to the Complainant's trademark and hence the first condition of paragraph 4(a) of the Policy has been fulfilled.

### **B. Rights or Legitimate Interests**

The Panel finds the NORDMENDE trademark is, on the evidence before the Panel, a term in which the Complainant has rights. It is also a term which as far as the Panel is aware has no meaning save in relation to the Complainant.

Paragraph 4(c) of the Policy provides a list of circumstances any of which is sufficient to demonstrate that a respondent has rights or legitimate interests in a domain name:

(i) before any notice to the respondent of the dispute, the respondent's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) the respondent has been commonly known by the domain name, even if the respondent has acquired no trademark or service mark rights; or

(iii) the respondent is making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

The Complainant has prior rights in the NORDMENDE trademark which precede the Respondent's acquisition of the Disputed Domain Name. The Complainant has therefore established a prima facie case that the Respondent does not have any rights or legitimate interests in the Disputed Domain Name and thereby the burden of production shifts to the Respondent to produce evidence demonstrating rights or legitimate interests in respect of the Disputed Domain Name (see, for example, *Do The Hustle, LLC v. Tropic Web*, WIPO Case No. [D2000-0624](#); *Croatia Airlines d.d. v. Modern Empire Internet Ltd.*, WIPO Case No. [D2003-0455](#)).

The Respondent in effect says that (i) above applies because he adopted the Disputed Domain Name for an intended legitimate business venture selling NORDMENDE branded televisions in Türkiye. The logic of the Respondent's argument is difficult to follow. It would appear that the Respondent's case is that in 2022 when he acquired the Disputed Domain Name he anticipated entering into a commercial venture with either the Complainant or its Turkish licensee. That may well be true but does not explain why the Respondent should be entitled to register a domain name that was identical to the Complainant's brand name. The Panel considers it is more likely than not that the Respondent would have known that such an arrangement was unlikely to be acceptable to the Complainant. The Respondent seems to try to address this issue by suggesting that he had an agreement with the Complainant's Turkish licensee and says "he initially used the Disputed Domain Name under a valid license agreement". It is difficult to understand why the Complainant's Turkish licensee would enter into such an agreement. Further the Complaint has placed in evidence its agreement with the Complainant's Turkish licensee which contains provisions making clear that licensee does not itself have the right to register domain names containing the NORDMENDE trademark without the consent of the Complainant. It does not seem likely to the Panel that the licensee would have granted or purported to grant any relevant rights to the Respondent. Given these difficulties the Panel issued the Procedural Order seeking to see the licence agreement the Respondent was relying on. As indicated above the Respondent did not provide the agreement in question nor any explanation as to why he has not done so. In all the circumstances the Panel infers that the Respondent does not have any agreement which grants him, or purports to grant him, the right to register the Disputed Domain Name. That being the case the Panel cannot see any basis upon which the Respondent could have rights or a legitimate interest in a domain name which he must have known corresponded exactly to the brand name of a prospective licensor, absent any consent from that licensor. It is true that the Respondent subsequently entered into commercial discussions with the Complainant but those discussions did not proceed. There is nothing in the material that the Panel has seen which indicates the Disputed Domain Name formed part of those discussions. Indeed the Panel has not seen anything which indicates that the Complainant was even aware at the time that the Respondent had registered the Disputed Domain Name, or was using it in the manner described above.

Accordingly the Panel finds that the Respondent has failed to produce any evidence to establish its rights or legitimate interests in the Disputed Domain Name. Accordingly the Panel finds the Respondent has no rights or legitimate interests in the Disputed Domain Name and the second condition of paragraph 4(a) of the Policy has been fulfilled.

### **C. Registered and Used in Bad Faith**

Under paragraph 4(b) of the Policy a non-exhaustive list of factors evidencing registration and use in bad faith comprises:

- (i) circumstances indicating that you [the respondent] have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

The Panel concludes that (iv) applies as the Disputed Domain Name is likely to attract traffic because it corresponds exactly to the Complainant's brand name. The Respondent's Website clearly intends to attract customers in Türkiye interested in buying a NORDMENDE television. The Respondent must have registered the Disputed Domain Name because it corresponded to the Complainant's brand name and the Respondent was by use of the Disputed Domain Name seeking to suggest it had a connection with the Complainant in the course of trade, by suggesting that the Respondent's Website was that of the Complainant business, or of an authorised distributor of the Complainant's products in Türkiye. It was neither. As such the Respondent's behaviour in the Panel's opinion amounts to that specified in paragraph 4(b)(iv) of the Policy as being evidence of registration and use in bad faith, namely "by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location".

Accordingly, the Panel finds that the Disputed Domain Name has been registered and is being used in bad faith and the third condition of paragraph 4(a) of the Policy has been fulfilled.

### **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 <nordmende.com> be transferred to the Complainant.

*/Nick J. Gardner/*

**Nick J. Gardner**

Sole Panelist

Date: May 16, 2025