

## **ADMINISTRATIVE PANEL DECISION**

Royal Adhesives and Sealants, LLC v. Christine Strobush  
Case No. D2025-3452

### **1. The Parties**

Complainant is Royal Adhesives and Sealants, LLC, United States of America (“United States”), represented by Faegre Baker Daniels LLP, United States.

Respondent is Christine Strobush, United States.

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

The disputed domain name <eternabond10.com> (hereinafter “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 August 26, 2025. On August 27, 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 Complainant on August 28, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amendment to the Complaint on August 30, 2025.

The Center verified that the Complaint together with the amendment to the 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 September 2, 2025. In accordance with the Rules, paragraph 5, the due date for Response was September 22, 2025. The Response was filed with the Center on September 10, 2025. Complainant submitted supplemental filing on September 25, 2025, by email.

The Center appointed Lawrence K. Nodine as the sole panelist in this matter on September 29, 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.

#### Preliminary Procedural Questions

Although the Amended Complaint names Christine Strobush as Respondent, the Response was filed by Bobby King as Managing Director of P2P Club LLC. In response to the Center's inquiry, Mr. King state that "Christine King "reserved the Disputed Domain Name on my behalf" and that the Disputed Domain Name "is a marketing platform for P2P Club." In addition, Christine Strobush sent an email to the Center stating that "I concur with Bobby's statements and ... as he is the rightful owner of the domain." The Panel is satisfied that Mr. King's statements on behalf of P2P Club may properly be considered Respondent's Response.

Complainant submitted a Reply to the Response. "[P]anelists 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)." Complainant has not made the required showing and the Panel, having reviewed Complainant's submission, finds that it is merely an attempt to reargue points previously made. The Reply will not be considered.

#### 4. Factual Background

Complainant is a subsidiary of H.B. Fuller. Complainant manufactures adhesives and sealants, including its ETERNABOND (hereinafter sometimes the "Mark") roof repair tape often used on recreation vehicles. Complainant distributes its ETERNABOND tape in a variety of dimensions, including rolls of 50ft length, many retail vendors in United States.

Complainant owns United States Trademark registrations for the Mark, including:

- Registration No. 7,464,074 (registered July 30, 2024, with effective (application) date July 30, 2022, for standard characters
- Registration 4,587,432 registered August 19, 2014, for design version of the Mark:
- Registration No. 4,865,354 (registered December 8, 2015) for ETERNABOND RVSEAL (standard characters)

Complainant owns the domain name <eternabond.com>, which it registered in 1999. Although it previously associated a website with that domain name, it currently redirects visitors to the <hbfuller.com> website, which publishes information about the ETERNABOND products on second level domain pages.

Respondent P2P Club is a distributor of Complainant's ETERNABOND products. Complainant ships unlabeled rolls of repair tape to Respondent. Complainant designed labels that Respondent prints and applies to the unlabeled rolls of tape received from Complainant.

At some time in 2023 (the record is not clear on the exact date) Complainant began distributing the ETERNABOND tape in 10ft lengths. This was a "new" product because Complainant previously sold the product in 50ft. lengths.

The Disputed Domain Name was registered October 18, 2023. Respondent registered the Disputed Domain Name to promote the new 10ft. length product. It also paid for the creation of a YouTube video to promote the new 10ft. rolls. The content of the video and the website associated with the Disputed Domain Name (hereinafter sometimes the "Disputed Website") are very similar. Neither the video nor the Disputed Website identify the Complainant as the manufacturer of the product or P2P Club as the sponsor of the Disputed Website. The video, which is embedded in the Disputed Website, does not identify Respondent as a

distributor, but instead displays the Disputed Domain Name together with a voiceover that says, “go to eternabond10.com and stock up ....”

The Disputed Website only promotes the sale of Complainant’s ETERNABOND product. No third-party products are displayed. The Disputed Website offers a hyperlink labeled “where to buy” that lead to a page of the website for “Camping World” which displays ETERNABOND products for sale. No other products are offered on the linked Camping World webpage. Although a wide variety of camping and RV products are offered on other Camping World webpages, Complainant does not identify any products that compete with Complainant’s ETERNABOND products. Complainant does not allege that there is any relationship between Respondent, P2P Club, and Camping World and there is no information in the record about any such relationship.

The Disputed Website contains links to several promotional videos featuring “Mr. RV” who praises the ETERNOBOND product. There is no information about who sponsor’s Mr. RV. The Disputed Website offers a link to an Instagram page, but the content of the Instagram page is not in the record.

## **5. Parties’ Contentions**

### **A. Complainant**

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 Respondent has not satisfied the *Ok! Data* requirements because: he/it/Respondent “blatantly attempts[s] to impersonate the Complainant” on the Disputed Website associated with the 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 contends that P2P Club is an authorized distributor of Complainant’s ETERNABOND product and that it has the authority to market and promote the “new Eternabond 10-foot product.”

## **6. Discussion and Findings**

### **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 Complainant’s trademark and the Disputed Domain Name. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“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 Panel finds Complainant has established unregistered trademark or service mark rights for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.3.

The entirety of the mark is reproduced and recognizable within the Disputed Domain Name. Accordingly, the Disputed Domain Name is 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 the number “10”, may bear on assessment of the second and third elements, the Panel finds the addition of this number does not prevent a finding of confusing similarity between the 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**

“Panels have recognized that resellers, distributors, or service providers using a domain name containing the complainant’s trademark to undertake sales or repairs related to the complainant’s goods or services may be making a bona fide offering of goods and services and thus have a legitimate interest in such domain name. Outlined in the ‘Ok! Data test’, the following cumulative requirements will be applied in the specific conditions of a UDRP case:

- (i) the respondent must actually be offering the goods or services at issue;
- (ii) the respondent must use the site to sell only the trademarked goods or services;
- (iii) the site must accurately and prominently disclose the registrant’s relationship with the trademark holder; and
- (iv) the respondent must not try to “corner the market” in domain names that reflect the trademark.’

[WIPO Overview 3.0](#), section 2.8.1.

The *Ok! Data* test requires that the Disputed Website “must accurately and prominently disclose the registrant’s relationship to the trademark holder.” This requirement is justified because the Disputed Domain Name itself incorporates the Mark entirely and thereby implies sponsorship or affiliation. Prior decisions allow resellers to overcome this implication by including in the associated website language that clearly negates any suggestion of affiliation. [WIPO Overview 3.0](#), sections 2.5.1, 2.5.2 and 2.8.1. The Disputed Website does not do this.

The Disputed Website does not identify Complainant (or its parent H.B. Fuller) as the manufacturer of the ETERNABOND product. It also fails to identify the source of the Disputed Website. The Response states that P2P is the beneficial owner of the Disputed Website and that P2P Club is an authorized distributor, but the Disputed Website does not disclose this information. The only mention of P2P Club on the Disputed Website is found in the warranty discussed below, and even that fails to explain that P2P Club is a distributor.

Other elements of the Disputed Website create confusion about the identity of the sponsor of the Disputed Website. Is Camping World the owner of the website? Who is the sponsor or “Mr. RV”? There is copyright notice that states: “© 2025 by MR.RV MEDIA.” What is “Mr. RV Media” and what is its relationship Complainant or, for that matter, P2P Club? The point is that the Disputed Website does not make clear who sponsors the Disputed Website, much less clearly describe the sponsor’s relationship to Complainant. On the contrary, the Disputed Website displays the ETERNABOND Mark in a prominent manner, which together with the nature of the Disputed Domain Name creates the impression of being a website of the Complainant.

As noted above, the Disputed Website does not identify P2P Club a distributor, but it includes a link to a warranty page which begins “H.B. FULLER and its master distributor P2P CLUB warrants [...]” Complainant alleges that this statement is false, but the relevant point is that the warranty language communicates that Respondent and Complainant are affiliated; that they *jointly* deliver a warranty to the buyer and that they jointly limit the warranty in a variety of ways. Because this language implies affiliation with or sponsorship by Complainant, it supports the Panel’s conclusion that Respondent fails the *Ok! Data* test, and, consequently, that Complainant has satisfied the second element of the Policy.

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

The Panel finds that Respondent registered and used the Disputed Domain Name in bad faith.

Respondent was fully aware of Complainant and its rights when it registered the Disputed Domain Name. Its conduct demonstrates that its intent was to use the Mark embedded in the Disputed Domain Name to attract Internet users to a website that created confusion about who owned the website.

The Disputed Domain Name was selected because it incorporated the Mark and therefore communicates an affiliation with Complainant. Rather than dispel this implication by “accurately and prominently disclose the registrant’s relationship with the trademark holder” as *Ok! Data* requires, Respondent failed to even identify the sponsor of the Disputed Website. This leaves Internet visitors with nothing to correct the perception of affiliation that the Disputed Domain Name creates by incorporating the Mark in its entirety. Internet users are then encouraged to make purchases from linked sources suffering under the mistaken impression that Complainant or an affiliate endorses the linked vendors. The Panel finds that Respondent has “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.” Policy paragraph 4(b)(iv).

### **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 <eternabond10.com> be transferred to Complainant.

*/Lawrence K. Nodine/*

**Lawrence K. Nodine**

Sole Panelist

Date: October 21, 2025