



## **WIPO Arbitration and Mediation Center**

### **ADMINISTRATIVE PANEL DECISION**

**Dreamworks Animation, LLC v. Creahq, Mike Furlong**

**Case No. D2008-0505**

#### **1. The Parties**

The Complainant is Dreamworks Animation, Glendale, California, United States of America, represented by Seyfarth Shaw, United States of America.

The Respondent is Creahq, Mike Furlong, Hollywood, California, United States of America.

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

The disputed domain name <shrekgames.net> is registered with NamesDirect.com (“Registrar”).

#### **3. Procedural History**

The Complaint was brought pursuant to the Uniform Domain Name Dispute Resolution Policy (the “Policy”), which was adopted by the Internet Corporation for Assigned Names and Numbers (“ICANN”) on August 26, 1999, and approved on October 24, 1999, and in accordance with the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”) as approved on October 24, 1999, and the World Intellectual Property Organization Supplemental Rules for Uniform Domain Name Dispute Resolution Policy in effect as of December 1, 1999 (the “Supplemental Rules”).

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) in email form on April 2, 2008, and in hard copy form on April 3, 2008, both with accompanying Exhibits 1-8.

Pursuant to paragraph 4(d) of the Policy, the Complainant selected the Center as the ICANN approved administrative dispute resolution service provider to administer this proceeding. Through the Complaint, the Complainant requested a single-member panel.

After receiving the original Complaint, the Center, in accordance with paragraph 5 of the Supplemental Rules, verified that the Complaint complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on April 3, 2008, the Center requested confirmation from the Registrar as to whether the Registrar received a copy of the Complaint from the Complainant and to confirm contact and registrant information set forth in the Complaint relative to the disputed domain name. The Center also requested the Registrar to specify, for the domain name: (a) whether the Policy applies to the name, (b) whether the registrant has submitted, in its registration agreement, to the jurisdiction at the location of the principal office of the registrar for court adjudication of disputes concerning or arising from the use of the name, (c) the language of the registration agreement, and (d) whether the name will remain "locked" during the proceeding.

Subsequently, on April 3, 2008, the Registrar provided its response to the Center through which it specified name and contact information pertinent to the disputed domain name to the extent present in its WhoIs database and confirmed that the Respondent is listed as the registrant for the name. The response also indicated that: the Registrar had not received a copy of the Complaint, but confirmed that (a) the Policy applies to the name, (b) MyDomain, Inc. f/k/a NamesDirect.com is the registrar, (c) the Respondent submitted to the jurisdiction of the courts at the location of the principal office of the Registrar, (d) the registration agreement is in English and (e) the name will remain locked during the proceeding.

The Center verified that the Complaint satisfied the formal requirements of the Policy, the Rules and the Supplemental Rules.

On April 11, 2008, the Center formally notified the Respondent of the filing of the Complaint, including an indication that the Center was forwarding a complete copy of the Complaint to the Respondent, together with all its exhibits, by post or courier and by email. The Complaint and its accompanying documents, and all subsequent communications associated therewith, were provided in the preferred manners and to the addresses as mandated by paragraphs 2(a), 2(b) and 4(a) of the Rules.

Hence, the notification to the Respondent having occurred on April 11, 2008, under paragraph 4(c) of the Rules, this administrative proceeding is deemed to have commenced on that date.

Having reviewed the Complaint and all the correspondence, including that between the Center and the Registrar, the Panel agrees with the determination of the Center that the Complaint and its handling met the requirements of the Rules and the Supplemental Rules.

The Respondent was then provided with a 20 calendar day period, expiring on May 1, 2008, to file its Response with the Center and the Complainant.

As of May 1, 2008, the Center had not received a formal Response to the Complaint from the Respondent; hence, the Center, in an email letter May 2, 2008, notified the Respondent of its default.

Accordingly, pursuant to the Rules and Supplemental Rules, by email letter dated May 5, 2008, the Center contacted the undersigned, Mr. Peter L. Michaelson, requesting his service as a Sole Panelist for this dispute. Subsequently, on the same

day, Mr. Michaelson accepted and returned, by facsimile to the Center, a fully executed Statement of Acceptance and Declaration of Impartiality and Independence. The Center, through an email letter dated May 6, 2008, notified the Parties of the appointment of Mr. Michaelson as Sole Panelist.

Based on the deadline set forth in paragraph 15 of the Rules, a decision was to be issued by the Panel to the Center on or before May 20, 2008. Owing to unexpected time conflicts experienced by the Panel all of which constituted unforeseen circumstances, the Center, at the request of the Panel, extended this due date to May 30, 2008.

This dispute concerns one domain name, specifically: <shrekgames.net>.

The language of this proceeding is English.

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

As indicated in the WhoIs registration record provided in Exhibit 1 to the Complaint, the Respondent registered the disputed domain name on September 10, 2007.

##### **A. The Complainant's SHREK Marks**

The Complainant currently owns six US trademark registrations and counterpart trademark registrations in 26 countries for the term SHREK, either in block letters or stylized. The Complainant has provided, in Exhibit 4 to the Complaint, a hard-copy printout of its registration certificates as issued by the United States Patent and Trademark Office. Pertinent details of an illustrative sample of these registrations are as follows:

1. SHREK (block letters)  
United States registration 3,184,995; registered: December 12, 2006

This mark is currently registered for use in connection with “entertainment services in the nature of the production of a series of animated motion pictures” in International class 41. The registration certificate states that both first use and first use in commerce of this mark when used in conjunction with these services commenced as of May 18, 2001.

2. SHREK (block letters)  
United States registration 3,106,944; registered: June 20, 2006

This mark is currently registered for use in connection with “series of animated motion picture films, and prerecorded video tapes, and prerecorded DVDs all containing animated motion pictures” in International class 9, and “entertainment services in the nature of a series of animated motion picture films for theatrical release and for distribution via television, cable television and the Internet” in International class 41. The registration certificate states that both first use and first use in commerce of this mark when used in conjunction with both the goods in class 9 and the services in class 41 commenced as of May 18, 2001.

3. SHREK (stylized)  
United States registration 2,594,275; registered: July 16, 2002

This mark is currently registered for use in connection with “backpacks, fanny packs, belt bags, tote bags, handbags and shoulder bags, luggage and duffel bags, coin purses” in International class 18, “plastic figurines” in International class 20, and “plastic cups, plastic squeeze bottles, toothbrushes, hair brushes” in International class 21. The registration certificate states that both first use and first use in commerce of this mark when used in conjunction with the goods in all three classes commenced as of April 1, 2001.

## **B. The Complainant and its activities**

The Complainant’s ultimate predecessor-in-interest was founded in 1994 by Messrs. Steven Spielberg, Jeffrey Katzenberg and David Geffen to develop and produce a wide variety of entertainment goods and services, including films and television programs.

The Complainant and its predecessors-in-interest have produced and distributed various commercially-successful and critically-acclaimed animated motion pictures, including three films in the *Shrek* series, namely *Shrek*, *Shrek 2*, and *Shrek the Third*. These films have received substantial recognition and numerous honors and awards, including, among others, the 2002 Academy Award for Best Animated Feature Film for the film *Shrek*, a Golden Globe award for Best Picture, Musical or Comedy for *Shrek*, a 2002 Academy Award nomination for Best Original Screenplay for the film *Shrek*, and 2005 Academy Award nominations for Best Animated Feature and Best Original Song for the film *Shrek 2*.

The three films in the *Shrek* series have achieved substantial commercial success in the United States of America and abroad, with gross sales in excess of US \$1 Billion in the United States of America alone. *Shrek 2* was the third-highest grossing domestic release of all time in any genre. *Shrek the Third* grossed in excess of US \$300,000,000 in the United States of America. A fourth film in the *Shrek* series is currently in development. *Shrek the Musical* is in development for Broadway performances in 2008 and a television special entitled *Shrek the Halls* aired in November 2007.

The term SHREK is a coined word based upon the title character, namely a green ogre, in the films in the *Shrek* film series. Various depictions of the *Shrek* ogre (along with other characters in the film series, all such characters collectively referred to below as simply the “*Shrek* characters”) appear in Exhibit 3 to the Complaint.

The Complainant has also used its mark SHREK in its domain name <shrek.com> which resolves to a website where Internet visitors can play a variety of games featuring the *Shrek* characters and through which visitors can purchase a variety of *Shrek*-related merchandise, including games. The Complainant has provided hard-copies of various pages from that website in Exhibit 5 to the Complaint.

## **C. The Respondent and its Activities**

The Respondent’s website, to which the disputed domain name resolves, depicts the *Shrek* characters against a green background and provides sponsored links to a variety of third-party websites. These third-party sites offer various games relating to the *Shrek* characters, various other *Shrek*-related merchandise such as ringtones, wallpaper, and other goods, and a variety of other goods and services. From time to time, the Respondent’s site also depicted a photograph of a woman’s breasts in a separate video display box which was situated immediately below a smaller, separate graphics display box containing the *Shrek* characters and the text “Shrek Games” (hard-copies of the home page and various other pages from that site appear in Exhibit

6 to the Complaint, the latter including links to third-party websites offering third-party *Shrek*-related product and services). By clicking on the “Shrek Games” logo and then on the video display box, an Internet user would be linked to a third-party website offering adult entertainment-related photographs.

Apparently, the Respondent receives click-through fees or other monetary compensation each time an Internet user clicks on one of the links to any of the third-party websites.

#### **D. Interactions between the Parties**

On February 4, 2008, the Complainant’s in-house counsel sent the Respondent a letter (a copy of which appears in Exhibit 8 to the Complaint) by e-mail to the address for Respondent’s technical and administrative (T&A) contact (as indicated in the WhoIs record for the disputed domain name) and by courier to the street address for that contact. The courier shipment was returned as undeliverable because the address of record did not exist (a copy of the delivery exception notice appears in Exhibit 7 to the Complaint). The Respondent never responded to the letter sent by e-mail.

Approximately one month later on March 4, 2008, the Complainant’s outside counsel sent the Respondent a letter (a copy of which also appears in Exhibit 8 to the Complaint) by courier and again to the address of the Respondent’s T&A contact and by e-mail to that contact. Here too, the courier shipment was returned as undeliverable because the address of record did not exist. The e-mail message was also returned as undeliverable. The Complainant’s outside counsel then attempted, without success, to send the letter to Respondent, by facsimile, to the facsimile number listed on the website at “www.creahq.com”, that website being associated with the email address (info@creahq.com) listed for the Respondent’s T&A contact.

Subsequently, the Complainant’s outside counsel attempted to telephone the Respondent’s T&A contact, at the number given in its WhoIs record, but reached an answering machine instead and at a company called “Airspring Global Fibernet”. That company apparently has no connection to the Respondent or its T&A contact. No extension for that contact could be accessed through the telephone directory of that company.

### **5. Parties’ Contentions**

#### **A. Complainant**

##### **(i) Identical or Confusingly Similar**

The Complainant contends that the disputed domain name is confusingly similar to the Complainant’s SHREK Marks.

Here, the Complainant states that the name incorporates its mark SHREK followed by descriptive word “games”, that word identifying certain goods sold and offered for sale by the Complainant and certain of its licensees, with the addition of that word being insufficient to reduce any confusion resulting between the Respondent’s use of the name and the Complainant’s SHREK Marks.

Hence, the Complainant believes that it has satisfied the confusing similarity or identity requirement in paragraph 4(a)(i) of the Policy.

**ii) Rights or Legitimate Interests**

The Complainant contends that, for any of several reasons, the Respondent has no rights or legitimate interests in the disputed domain name pursuant to paragraphs 4(a)(ii) and particular 4(c) of the Policy.

First, the Complainant states that it has never licensed or authorized the Respondent to use any of the SHREK Marks, all of which the Complainant used and registered well prior to the date on which the Respondent registered the name.

Second, given the coined nature of the mark SHREK and the substantial commercial success which the Complainant's *Shrek* film series has attained and the resulting significant goodwill in those marks achieved by the Complainant, then most likely the Respondent was well aware of the Complainant's mark when it registered the disputed domain name. This knowledge is particularly self-evident given that the Complainant's *Shrek* characters and *Shrek*-related content that appear on the Respondent's website resolvable through that name. Moreover, since the Respondent uses the name to divert Internet users, who seek information about the Complainant's games related to the *Shrek* characters and goods offered and sold on-line by the Complainant and/or its licensees, to the Respondent's site instead which provides links to third-party websites offering a variety of goods and services competitive with those of the Complainant and/or its licensees and which depict the SHREK Marks, such use is simply not *bona fide*. Hence, the Respondent cannot possibly show that before any notice to it of this dispute, it engaged in the use of the disputed domain name in connection with a *bona fide* offering of goods or services under paragraph 4(c)(i) of the Policy.

Third, inasmuch as the term SHREK is a coined word and, to the Complainant's knowledge, has never been a recognized first name or surname in the United States of America, and because the Respondent was obviously aware that the term SHREK is the Complainant's mark when the Respondent registered the name, then it clearly follows that the Respondent has never been known by either the disputed domain name or a name corresponding to the disputed domain name under paragraph 4(c)(ii) of the Policy.

**(iii) Registered and Used in Bad Faith**

The Complainant contends that the Respondent registered and is now using the disputed domain name in bad faith under paragraph 4(a)(iii) of the Policy.

First, the Complainant alleges that by virtue of the substantial commercial success and the significant goodwill that the Complainant received through its *Shrek* film series, at a date well prior to that on which the Respondent registered the name and coupled with the content existing on the Respondent's site, including the *Shrek* characters and *Shrek*-related content, the Respondent was well aware of the Complainant's mark SHREK and, in spite of that knowledge, intentionally registered and used the name to exploit user confusion by diverting Internet users looking for information about *Shrek*-related games to the Respondent's website instead. In essence, the confusion caused those users to gain an impression that the Respondent's site was related in some fashion, whether by operation, sponsorship or authorization, to the Complainant, when in fact no such relation existed, thus evidencing bad faith under paragraph 4(b)(iv) of the Policy.

Second, the Respondent's use of the name as an address of a website that provided links to adult entertainment sites further reflects bad faith.

Third, bad faith is also shown by the Respondent having intentionally provided erroneous contact information, specifically its e-mail, street address, telephone number and its T&A contact name, to the Registrar, in express violation of the registration agreement in order to purposefully conceal the Respondent's true identity and frustrate any party from readily locating the Respondent for the purpose of lawfully pursuing the name.

## **B. Respondent**

The Respondent failed to file any Response to the allegations raised in the Complaint.

## **6. Discussion and Findings**

In view of the lack of a Response filed by the Respondent as required under paragraph 5 of the Rules, this proceeding has proceeded by way of default. Hence, under paragraphs 5(e), 14(a) and 15(a) of the Rules, the Panel is directed to decide this administrative proceeding on the basis of the Complainant's undisputed representations.

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

The Panel finds that the disputed domain name is confusingly similar to the Complainant's SHREK Marks.

From a simple comparison of the disputed domain name, <shrekgames.net >, to the Complainant's SHREK Marks, no doubt exists that the name is confusingly similar to the marks.

The only differences between the disputed domain name and the mark SHREK are the addition of the generic word "games" as a suffix to that mark to form a composite term "shrekgames", along with appending the gTLD (generic top level domain) ".net" to that term to form the name – with the last addition being totally irrelevant in assessing confusing similarity or identity under paragraph 4(a) of the Policy and thus ignored.

It is now very well-established in UDRP precedent, including numerous decisions previously rendered by this Panel, that a minor variation, such as adding short letter or number groups or even generic or highly descriptive words to a mark, is usually insufficient in and of itself, when used in forming a domain name that results from modifying the mark, to confer requisite and sufficient distinctiveness to that name to avoid user confusion. Here, adding the generic word "games", to the mark SHREK is clearly one such minor variation. See, e.g., *Marvel Manufacturing Company Inc. v. Koba Internet Sales, LP*, WIPO Case No. D2008-0265 (May 5, 2008); *MySpace, Inc. v. Edwin De Jesus, EDJ Associates Inc.*, WIPO Case No. D2007-1878 (March 12, 2008); *BlackRock, Inc. v. blackrockfinancialservices.com*, WIPO Case No. D2007-1627 (January 4, 2008); *F. Hoffmann-La Roche AG v. Transliner Consultants*, WIPO Case No. D2007-1359 (November 14, 2007); *National Football League v. Peter Blucher d/b/a BluTech Tickets*, WIPO Case No. D2007-1064 (September 24, 2007); *Toilets.com, Inc. v. Rons Porta Johns*, WIPO Case No. D2007-0952 (August 27, 2007); *Associated Bank Corp. v. Texas International Property Associates*, WIPO Case No. D2007-0334 (June 28, 2007); *Gerber*

*Childrenswear Inc. v. David Webb*, WIPO Case No. D2007-0317 (April 24, 2007); *SPX Corp. v. Hevun Diversified Corp.*, NAF Case No. FA791657 (November 13, 2006); *Google Inc. v. Burns*, NAF Case No. FA 726096 (August 16, 2006); *The Cheesecake Factory Inc. and The Cheesecake Factory Assets Co., LLC v. Say Cheesecake*, WIPO Case No. D2005-0766 (September 12, 2005); *Napster, Inc. v. Vinscani*, WIPO Case No. D2005-0531 (July 19, 2005); *Caesars Entertainment Inc. v. Nova Internet Inc.*, WIPO Case No. D2005-0411 (June 22, 2005); *Lockheed Martin Corporation v. The Skunkworx Custom Cycle*, WIPO Case No. D2004-0824 (January 18, 2005); *Lockheed Martin Corp. v. Deborah Teramani*, WIPO Case No. D2004-0836 (December 1, 2004) and *National Collegiate Athletic Assoc. v. Dusty Brown*, WIPO Case No. D2004-0491 (August 30, 2004); *Lane-Labs USA, Inc. v. Powell Productions*, NAF Case No. FA 155896 (July 1, 2003); and particularly *Cable News Network LP, LLP v. Elie Khouri d/b/a Channel News Network et al.*, NAF Case No. FA 117876 (December 16, 2002).

Moreover, by including the term “games” with the Complainant’s mark SHREK to form the corresponding disputed domain name, the potential for user confusion is likely to be exacerbated, not reduced. In that regard, one of the goods which the Complainant offers through its site is *Shrek*-related games. Consequently, those Internet users who seek information on those specific goods may well be quite likely, given current naming conventions on the Internet used in forming domain names, to enter, as a corresponding domain name, the Complainant’s mark SHREK immediately followed by the word “games” and concluding with “.com” or, as here, “.net” (as both are widely used gTLDs) for a web site associated with the Complainant and offering those particular goods. Rather than reaching the Complainant’s website, as expected from entry of the name into a browser, each of those users would instead be directed to the Respondent’s corresponding web site through which that user would be offered third-party games and similar products bearing the Complainant’s SHREK Marks. Hence, by appending the generic word “games” to the Complainant’s mark, those users would likely be deceived into thinking that the Respondent’s site and the products offered there through were somehow affiliated, related to or sponsored by the Complainant — when, in fact, they are not. Thus, the Panel finds that that the disputed domain name here, which contains the term “games”, along with the Complainant’s mark SHREK tends to aggravate, rather than ameliorate, user confusion and does so to the Respondent’s ultimate benefit — and that is very likely the reason why the Respondent chose and then registered that name. See *MySpace*, cited *supra*.

Therefore, the Panel finds that the disputed domain name <shrekgames.net > is confusingly similar to the Complainant’s SHREK Marks as to cause confusion; hence, the Complainant has satisfied its burden under paragraph 4(a)(i) of the Policy.

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

Based on the evidence of record here, the Panel finds that no basis exists which, under the circumstances here, would legitimize a claim to the disputed domain name under paragraph 4(c) of the Policy.

The Complainant has never authorized the Respondent to utilize any of its SHREK Marks or any mark confusingly similar thereto in conjunction with the goods and services with which the Complainant uses that mark or for similar goods or services, nor does the Complainant apparently have any relationship or association whatsoever with the Respondent. As such, any use to which the Respondent were to put any of the SHREK Marks or one confusingly similar thereto in connection with the identical or



even similar goods or services to those currently provided by the Complainant, as recited in its trademark registrations, would violate the exclusive trademark rights now residing with the Complainant. See, e.g., *MySpace*, *Blackrock*, *F. Hoffmann-La Roche AG*, *National Football League*, *Toilets.com, Inc.*, and *Associated Bank*, all cited *supra*; *GoDaddy.com, Inc. v. GoDaddysDomain.com*, *Clark Signs*, *Graham Clark*, WIPO Case No. D2007-0303 (May 7, 2007); *Citgo Petroleum Corporation v. Richard Antinore*, WIPO Case No. D2006-1576 (March 14, 2007); *New Destiny Internet Group, LLC and Xplor Media, Inc. v. SouthNetworks*, WIPO Case No. D2005-0884 (October 14, 2005); *The Cheesecake Factory Inc., Napster and Caesars Entertainment, Inc.*, all cited *supra*; *Pelmorex Communications Inc. v. weathernetwork*, WIPO Case No. D2004-0898 (December 28, 2004); *Sybase, Inc. v. Analytical Systems*, WIPO Case No. D2004-0360 (June 24, 2004); *Caesars World, Inc. and Park Place Entertainment Corporation v. Japan Nippon*, WIPO Case No. D2003-0615 (September 30, 2003); *Leiner Health Services Corp. v. ESJ Nutritional Products*, NAF Case No. FA 173362 (September 16, 2003); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, cited *supra*; *MPL Communications, Limited et al v. IWebAddress.com*, NAF Case No. FA 97092 (June 4, 2001); *Treeforms, Inc. v. Cayne Industrial Sales, Corp.*, NAF Case No. FA 95856 (December 18, 2000); and *America Online, Inc. v. Xianfeng Fu*, WIPO Case No. D2000-1374 (December 11, 2000). Consequently, the Respondent could not legally acquire any public association between it and the mark SHREK or one similar thereto, at least for the goods and services rendered by the Complainant, or, broadly speaking, any good or service likely perceived by its users to be so similar and/or to emanate from or be related, in any fashion, to those then offered by the Complainant.

Further, there is absolutely no evidence of record that the Respondent has ever been commonly known by the disputed domain name or more generally the mark SHREK. Nor could the Respondent in this case ever become so known, in light of the Complainant's exclusive trademark rights, dating back approximately 6 years prior to the date, September 10, 2007, on which the Respondent registered the domain name, and the extensive worldwide reputation and notoriety which the Complainant has gained in its marks during that time, without infringing on the exclusive trademark rights of the Complainant. See, e.g., *MySpace* and *Treeforms, Inc.*, both cited *supra*.

Hence, based on the evidence before the Panel, the Respondent does not fall within paragraph 4(c)(ii) of the Policy.

Moreover, since the Respondent's use of the name, which in this Panel's view infringes the Complainant's trademark rights, can not constitute a *bona fide* offering of services and is unquestionably commercial in nature, the Respondent's conduct does not fall within paragraphs 4(c)(i) or 4(c)(iii) of the Policy either.

Accordingly, the Panel concludes that the Respondent has no rights or legitimate interests in the disputed domain name within paragraph 4(a)(ii) and 4(c) of the Policy.

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

The Panel finds that the Respondent's actions, with respect to the disputed domain name, constitute bad faith registration and use.

The Panel believes that the Respondent was well aware of the Complainant and its mark SHREK when the Respondent registered the disputed domain name. Yet, in spite of that knowledge, the Respondent intentionally chose and registered the name to opportunistically exploit its potential to generate user confusion for the Respondent's

eventual benefit. Given the widespread worldwide notoriety and reputation which the Complainant's mark SHREK had garnered by then, it is simply inconceivable that the Respondent had no such prior knowledge of those marks — particular considering that the Respondent intentionally placed, on its website, content which depicts both the *Shrek* characters and product offerings which bear the SHREK Marks.

This view is further supported by the facts and the Panel's findings that: (a) the Respondent's site presented sponsored links, including links to third-party websites offering goods, specifically including games, competitive with those of the Complainant and/or its licensees, to those, of the Respondent's Internet visitors, who were intent on reaching what they thought to be a site associated with the Complainant but instead were diverted, by virtue of the disputed domain name, to the Respondent's site, and (b) the Respondent likely derived click-through and possibly other revenue from that diversion. Given the lack of any response, the Panel infers that generating revenue predicated on such confusion was the Respondent's ultimate goal when it registered and subsequently used the name.

Hence, it is clear to this Panel that the Respondent not only intentionally chose and registered the name to opportunistically exploit their potential to generate user confusion for the Respondent's eventual benefit, but also ultimately used the name to achieve just that end. See, e.g., *MySpace* and *F. Hoffmann-La Roche AG*, both cited *supra*.

Consequently, the Panel concludes that the Respondent violated paragraph 4(a)(iii) of the Policy and specifically paragraph 4(b)(iv) thereof.

Thus, the Panel concludes that the Complainant has provided sufficient proof of its allegations, with respect to the disputed domain name, to establish a case under paragraph 4(a) of the Policy upon which the relief it now seeks can be granted.

## **7. Decision**

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel grants the relief sought by the Complainant.

The disputed domain name, <shrekgames.net>, is ordered transferred to the Complainant.

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Peter L. Michaelson  
Sole Panelist

Date: May 28, 2008