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Attorneys for Plaintiff
Comet ML Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Comet ML Inc.,

Plaintiff,

v.

Perplexity AI, Inc.,

Defendant.

CASE NO. _____

COMPLAINT FOR:

- 1. TRADEMARK INFRINGEMENT**
- 2. UNFAIR COMPETITION/FALSE DESIGNATION OF ORIGIN**
- 3. UNFAIR BUSINESS PRACTICES**
- 4. COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

1 Plaintiff Comet ML Inc. (“Comet ML”), by its undersigned attorneys, Mitchell Silberberg
2 & Knupp LLP, complains and alleges against Defendant Perplexity AI, Inc. (“Defendant”) as
3 follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for an injunction, damages, and other appropriate relief arising out
6 of, *inter alia*, Defendant’s trademark infringement, false designation of origin, and unfair
7 competition in violation of the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and California statutory and
8 common law, relating to Defendant’s current and intended use of the COMET® Mark (defined in ¶
9 2, *infra*) in connection with artificial intelligence (AI)-based software.

10 2. Since at least as early as July 7, 2017, Comet ML has been using its federally-
11 registered mark COMET® (the “COMET® Mark”) in connection with a comprehensive evaluation
12 and management platform for AI development processes in the fields of AI and machine learning.

13 3. On or about February 24, 2025, Defendant—a rapidly-growing, well-funded, Silicon
14 Valley-based software company valued at \$9 billion as of the end of 2024—announced its
15 forthcoming launch of an AI-powered browser for agentic search¹ called “COMET.” With full
16 knowledge of Comet ML’s prior rights, Defendant adopted, is using, and intends to expand its use
17 of the COMET® Mark in connection with a highly similar product, threatening to overwhelm Comet
18 ML’s use in the marketplace and sow confusion among consumers as to the parties’ affiliation.

19 4. Defendant’s actions have caused and, unless enjoined, will continue to cause
20 irreparable harm to Comet ML and a substantial loss of goodwill in its COMET® Mark. To protect
21 the valuable goodwill that Comet ML has built up in the COMET® Mark over the past seven-plus
22 years, and to protect the public from further confusion that will inevitably result from Defendant’s
23 intended use of the COMET® Mark for such similar goods and/or services, Comet ML brings this
24 action against Defendant for (1) trademark infringement in violation of Section 32(1) of the Lanham
25 Act, 15 U.S.C. § 1114(1); (2) unfair competition and false designation of origin in violation of

26
27 ¹ Agentic search refers internet search tools that incorporate AI and/or machine learning-based
28 instructions, performing tasks, and making decisions with minimal user input.

1 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (3) unfair business practices in violation of
 2 California Business & Professions Code § 17200 *et seq.*; and (4) trademark infringement and unfair
 3 competition in violation of California common law.

4 **THE PARTIES**

5 5. Plaintiff Comet ML Inc. is a corporation organized under the laws of the State of
 6 Delaware, having a place of business in New York, New York.

7 6. Upon information and belief, Defendant Perplexity AI, Inc. is a corporation
 8 organized under the laws of the State of Delaware, having a principal place of business in San
 9 Francisco, California.

10 **JURISDICTION AND VENUE**

11 7. This action arises under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and California
 12 statutory and common law. This Court has original subject matter jurisdiction over the Lanham Act
 13 claims pursuant to 28 U.S.C. §§ 1331 and 1338, and supplemental jurisdiction over the statutory
 14 and common law claims, which form part of the same case or controversy, pursuant to 28 U.S.C. §
 15 1367(a).

16 8. This Court has personal jurisdiction over Defendant because, upon information and
 17 belief, Defendant has a principal place of business in California, and has committed unlawful acts
 18 within California that have caused and/or will cause injury to the consuming public in California.

19 9. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b) because
 20 Defendant is subject to personal jurisdiction in this judicial district and/or because a substantial part
 21 of the events giving rise to this action occurred in this judicial district.

22 **FACTS COMMON TO ALL CLAIMS**

23 **A. Comet ML's Well-Established Use and Registration of the COMET® Mark**

24 10. Founded in or around 2017, Comet ML is technology and software company that
 25 provides a comprehensive evaluation and management platform for AI development processes.

26 11. Since at least as early as July 7, 2017, Comet ML has been using the COMET® Mark
 27 in commerce in connection with its software platform, which enables customers such as data

1 scientists and development teams to centrally document, analyze, and collaborate on all steps in the
 2 lifecycle of machine learning models—including training runs, hyperparameter optimization,
 3 metrics and analysis, and model comparison. Comet ML's platform is designed to assist users in
 4 developing, testing, and monitoring AI and machine learning and agentic systems, in order to make
 5 these processes more reproducible, transparent, and efficient.

6 12. Some of the key features of Comet ML's COMET®-branded platform include
 7 agentic and LLM (Large Language Models) development, experiment tracking, model registry,
 8 dataset management, visualization tools, collaboration tools, and integration. Comet ML's platform
 9 provides a solution for companies using and building AI agentic systems for various tasks such as
 10 internet searching, internet knowledge base search and others. It also supports integrations with
 11 various popular machine learning frameworks and tools to facilitate the use of the platform.

12 13. Over the years, Comet ML has continuously and exclusively used the COMET®
 13 Mark in commerce in connection with its software platform, and has invested substantial resources
 14 in developing and promoting its business.

15 14. As a result of Comet ML's longstanding and extensive use of the COMET® Mark,
 16 Comet ML has developed considerable goodwill in the COMET® Mark. Consumers recognize the
 17 COMET® Mark as identifying and/or referring to Comet ML and its high-quality software platform.

18 15. To protect its valuable name and brand, on April 24, 2018, Comet ML filed
 19 applications with the USPTO for the word marks COMET® and COMET.ML® based, pursuant to
 20 Section 1(a) of the Lanham Act, on use in commerce—commencing at least as early as July 7,
 21 2017—for the following services in Class 42:

22 Computer services, namely, hosting and maintaining an on-line web
 23 site and platform for others for collaboratively brainstorming,
 24 developing, managing, planning, coordinating, modifying, tracking,
 25 testing, reviewing, publishing and archiving digital computer
 26 programs including machine learning and artificial intelligence,
 27 documentation, technical, documents, contracts, sprints, stories,
 bugs and issues; consulting services in the field of artificial
 intelligence; consulting services in the field of design, selection,
 implementation and use of computer hardware and software systems
 for others; IT consulting services.

28 16. Comet ML obtained registrations therefor, U.S. Registration Nos. 5,682,167 and

5,682,168 (together, the “Registrations”), on February 19, 2019. Such Registrations are valid, subsisting, unrevoked, and uncanceled. The Registrations now are “incontestable” pursuant to Section 15 of the Lanham Act.

B. Defendant’s Intention to Use Identical Mark.

17. Upon information and belief, Defendant is a Silicon Valley-based software company founded in 2022 by former employees from “big tech” companies such as OpenAI and Meta. Defendant has raised hundreds of millions of dollars from a range of investors, including Jeff Bezos and Nvidia Corp. According to a *Business Insider* article dated December 18, 2024, Defendant recently “closed a \$500 million funding round ..., pushing its valuation to \$9 billion.”²

18. Notwithstanding Comet ML’s prior rights in the COMET® Mark, Defendant recently adopted, is using, and intends to use the identical mark “COMET” in connection with a highly similar AI-powered platform (the “Infringing Product”).

19. On or about February 24, 2025, Defendant announced via X (f/k/a Twitter) the forthcoming launch of its “COMET” product, which it described as a “Browser for Agentic Search by Perplexity.”³ Upon information and belief, Defendant intends to use the COMET® Mark in connection with an “AI-powered browser” build on “agentic search” which “allows for autonomous task execution, streamlining user workflows” and requires “minimal input from [users].” This browser would “not only find[] relevant information but also synthesize[] it, providing [users] with a comprehensive overview of any topic.”⁴

20. Defendant is using the COMET® Mark to market and promote its forthcoming browser product and intends to expand such use. For example, in or around February 2025, Defendant launched the website <https://www.perplexity.ai/comet>, which prominently features the COMET® Mark and invites visitors to “Join Waitlist.”

21. Upon information and belief, Defendant’s forthcoming Infringing Product is highly

² See <https://www.businessinsider.com/Plaintiff-ai-valuation-funding-500-million-9-billion-2024-12> (last accessed May 9, 2025).

³ See https://x.com/perplexity_ai/status/1894068197936304296 (last accessed May 9, 2025).

⁴ See <https://writesonic.com/blog/comet-ai-browser> (last accessed May 9, 2025).

1 similar to Comet ML’s prior COMET®-branded platform, including insofar as both are based on
2 machine learning, work with AI-supported decision-making systems, and are designed to enable
3 users to harness AI in order to increase the efficiency, accuracy, and speed of user workflows.⁵

4 22. Upon information and belief, Defendant’s forthcoming Infringing Product is targeted
5 at the same customer base as Comet ML’s prior COMET®-branded platform, including, for
6 example, companies, research institutes, and technology-oriented startups that employ AI at a
7 professional level.

8 23. Defendant is not now, nor has it ever been, affiliated, connected, or associated with
9 Comet ML, and Comet ML has never authorized or otherwise permitted Defendant to use the
10 COMET® Mark in any way.

11 24. Upon information and belief, Defendant has adopted, is using, and intends to expand
12 its use of the COMET® Mark in connection with the Infringing Product with full knowledge and in
13 willful disregard of Comet ML’s prior rights in the COMET® Mark and the risk of confusion as to
14 the source of the parties’ goods and/or services.

15 25. On February 25, 2025, counsel for Comet ML sent a letter to Defendant’s counsel
16 demanding, among other things, that Defendant cease and desist from using the COMET® Mark
17 and confusingly similar variants. As of the date of this Complaint, Defendant has not complied with
18 any of Comet ML’s demands.

19 26. On April 24, 2025, Comet ML filed an application for a temporary injunction in
20 Germany in connection with Defendant’s use of the COMET® Mark for the Infringing Product. On
21 April 29, 2025, the District Court of Düsseldorf ordered Defendant to cease and desist from “use
22 [of] the term ‘comet’ in the course of trade in the Federal Republic of Germany in connection with
23 agent-based artificial intelligence (‘AI’) for web browsers and machine learning.” Nonetheless, as
24 of the date of this Complaint, Defendant is continuing unabated with its promotion of the Infringing
25 Product in the United States via the website <https://www.perplexity.ai/comet>.

26 27. Defendant’s complete disregard for Comet ML’s trademark rights is consistent with

27 ⁵ The “ML” in Comet ML’s name refers to “machine learning.” As such it should have been obvious
28 to Defendant that Comet ML operate in the AI/machine learning market.

Defendant's pattern and practice of copying and/or unfairly capitalizing on others' creativity and hard work. For example, Dow Jones & Company, Inc. and NYP Holdings, Inc. recently filed a lawsuit against Defendant alleging that Defendant's "core business model involves engaging in massive freeriding on [other parties'] protected content." *Dow Jones & Co., Inc., et ano. v. Perplexity AI, Inc.*, Case No. 1:24-CV-079840-KPF, Dkt. No. 36 (S.D.N.Y. Dec. 11, 2024). Further, on January 30, 2025, another company, Perplexity Solved Solutions Inc., filed a lawsuit against Defendant for trademark infringement. *See Perplexity Solved Solutions Inc. v. Perplexity AI, Inc.*, Case No. 3:25-CV-00989-JLC, Dkt. No. 1 (N.D. Cal. Jan. 30, 2025).

28. In light of all of the foregoing, Defendant's current and intended use of the COMET® Mark in conjunction with the Infringing Product is likely to cause confusion, mistake, or deception as to the source of the parties' respective goods and/or services, in that consumers are likely to erroneously believe that one party's goods and/or services originate with and/or emanate from the other party, are authorized, licensed, sponsored, or approved by the other party, and/or are otherwise affiliated, connected, or associated with the other party.

FIRST CLAIM FOR RELIEF

(Trademark Infringement in Violation of Section 32(1) of the Lanham Act)

29. Comet ML realleges and incorporates by reference each and every allegation contained in each of the preceding paragraphs of the Complaint with the same force and effect as if fully set forth at length herein.

30. Comet ML owns all rights, title, and interest in and to a valid, subsisting, unrevoked, uncanceled, and incontestable Registrations for marks COMET and COMET.ML (U.S. Reg. Nos. 5,682,167 and 5,682,168).

31. Comet ML has been using the COMET® Mark in commerce long before Defendant adopted the identical mark COMET and commenced the infringing use alleged herein.

32. Defendant's unauthorized current and intended use of the COMET® Mark in the aforesaid manner, including in the sale and distribution of the Infringing Product, is likely to cause confusion and/or mistake in the minds of the public as to the source of the parties' goods and/or

1 services, leading the public to believe that one party's products emanate or originate from the other,
 2 or that one party has approved, sponsored, or otherwise is associated itself with the other.

3 33. Defendant's actions constitute an infringement of Comet ML's rights in the
 4 COMET® Mark in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114(1).

5 34. Upon information and belief, Defendant has intentionally and willfully used and
 6 intends to expand its use of the COMET® Mark in commerce with knowledge of Comet ML's prior
 7 exclusive rights in the COMET® Mark and with deliberate intention to cause mistake and confuse
 8 or deceive the general public as to the affiliation, connection, or association of Defendant, or the
 9 Infringing Product, with Comet ML.

10 35. Upon information and belief, Defendant has made and/or will make substantial
 11 profits to which they are not entitled to in law or in equity.

12 36. Defendant's infringing conduct has caused and/or, unless restrained by this Court,
 13 will cause Comet ML to suffer damages and irreparable harm and injury, including to the goodwill,
 14 reputation, and business associated with the COMET® Mark, for which Comet ML has no adequate
 15 remedy at law.

16 **SECOND CLAIM FOR RELIEF**

17 **(Unfair Competition and False Designation of Origin in Violation of Section 43(a) of the** 18 **Lanham Act)**

19 37. Comet ML realleges and incorporates by reference each and every allegation
 20 contained in each of the preceding paragraphs of the Complaint with the same force and effect as if
 21 fully set forth at length herein.

22 38. Comet ML owns valid and protectable trademark rights in the COMET® Mark,
 23 including all common law trademark rights and all rights, title, and interest in and to the
 24 Registrations for the marks COMET and COMET.ML.

25 39. Defendant's unauthorized current and intended use of the COMET® Mark in the
 26 aforesaid manner, including in the promotion, sale, and/or distribution of the Infringing Product,
 27 falsely suggests, and is likely to cause confusion, or to cause mistake, or to deceive the general

1 public into erroneously believing, that one party's COMET-branded goods and/or services originate
 2 with or emanate from the other party, are authorized, licensed, sponsored, or endorsed by the other
 3 party, and/or are otherwise affiliated, connected, or associated with the other party.

4 40. Defendant's conduct constitutes unfair competition and false designation of origin in
 5 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

6 41. Upon information and belief, Defendant intentionally and willfully used and intends
 7 to use the COMET® Mark in commerce with knowledge of Comet ML's prior rights in the
 8 COMET® Mark, and in willful disregard of the risk of that Defendant's use would cause confusion,
 9 mistake, and/or deception as to the parties' affiliation and the source of their goods and/or services,
 10 and also diminish the goodwill and recognition associated with the COMET® Mark.

11 42. Defendant's aforesaid acts have caused and/or, unless restrained by this Court, will
 12 cause Comet ML to suffer damages and irreparable harm and injury, including to the goodwill,
 13 reputation, and business associated with the COMET® Mark, for which Comet ML has no adequate
 14 remedy at law.

15 **THIRD CLAIM FOR RELIEF**

16 **(Unfair Business Practices in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*)**

17 43. Comet ML realleges and incorporates by reference each and every allegation
 18 contained in each of the preceding paragraphs of the Complaint with the same force and effect as if
 19 fully set forth at length herein.

20 44. Defendant has engaged in unlawful, unfair, or fraudulent business practices or acts,
 21 as described above, that have injured and will continue to injure Comet ML and its business and
 22 property.

23 45. Upon information and belief, Defendant has acted in bad faith, including insofar
 24 Defendant has adopted, is using, and intends to expand its use of the COMET® Mark with full
 25 knowledge and in willful disregard of Comet ML's prior rights, even after Comet ML requested that
 26 Defendant cease and desist, and intending to use its financial strength to push Comet ML out of the
 27 market.

46. Defendant's aforesaid acts constitute a violation of California Business and Professions Code §§ 17200 *et seq.*

47. Defendant's aforesaid acts have caused and/or, unless restrained by this Court, will cause irreparable harm and injury to Comet ML, including to the goodwill, reputation, and business associated with the COMET® Mark, for which Comet ML have no adequate remedy at law.

FOURTH CLAIM FOR RELIEF

(Common Law Trademark Infringement and Unfair Competition)

48. Comet ML realleges and incorporates by reference each and every allegation contained in each of the preceding paragraphs of the Complaint with the same force and effect as if fully set forth at length herein.

49. Comet ML owns all rights, title, and interest in and to the distinctive and well-known COMET® Mark, including all common law rights in such mark.

50. Defendant has adopted, is using, and intends to expand its use in commerce, without Comet ML's consent or authorization, the COMET® Mark to market, promote, offer for sale, sell, and/or distribute the Infringing Product, which is highly similar to the goods and/or services offered by Comet ML under the COMET® Mark.

51. Defendant's unauthorized use of the COMET® Mark in the aforesaid manner is likely to cause confusion, or to cause mistake, or to deceive the general public into erroneously believing that one party's goods and/or services emanate from the other party, are authorized, licensed, sponsored, or endorsed by the other party, and/or are otherwise affiliated, connected, or associated with the other party.

52. Upon information and belief, Defendant's unauthorized use of the COMET® Mark has been with knowledge of Comet ML's prior rights, and in willful disregard of the risk that Defendant's use would cause confusion, mistake, or deception to the general public as to the parties' affiliation and the source of their goods and/or services, and also diminish the goodwill and recognition associated with the COMET® Mark.

53. Defendant's aforesaid acts constitute trademark infringement and unfair

1 competition in violation of California common law.

2 54. Defendant's aforesaid acts have caused and/or, unless restrained by this Court, will
3 cause Comet ML to suffer damages and irreparable harm and injury, including to the goodwill,
4 reputation, and business associated with the COMET® Mark, for which Comet ML have no
5 adequate remedy at law.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Comet ML respectfully requests that this Court enter judgment against
8 Defendant as follows:

9 A. That the Court find that Defendant has engaged in (i) trademark infringement in
10 violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1); (ii) false designation of origin
11 (in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (iii) unfair business practices
12 in violation of California Business and Professions Code §§ 17200 *et seq.*; and (iv) trademark
13 infringement and unfair competition in violation of California common law.

14 B. That the Court issue an injunction providing that, pursuant to 15 U.S.C. § 1116(a),
15 Defendant and its agents, employees, representatives, partners, joint venturers, and/or anyone acting
16 on behalf of or in concert with Defendant, jointly and severally, be enjoined through the world
17 during the pendency of this action and permanently thereafter from:

- 18 i. Using the COMET® Mark, or any confusingly similar variations thereof, and
19 any stylized marks comprising or containing the term "Comet," in connection
20 with Defendant's Infringing Product and any other goods and/or services
21 competitive with or otherwise related to Comet ML's goods and/or services;
22 ii. Using any false designation, description, or representation, or otherwise engaging
23 in conduct that is likely to create an erroneous impression that one party is
24 affiliated, connected, or associated with the other party, and/or that one party's
25 goods and/or services originate with, or are sponsored or approved by, the other
26 party; and
27 iii. Doing any act or thing likely to induce the belief that one party's goods and/or

services are in any way legitimately sponsored or approved by, or affiliated, connected, or associated with, the other party.

C. That the Court issue an order requiring Defendant to pay to Comet ML either (i) all such actual damages and profits attributable to the infringements of the COMET® Mark by Defendant and those acting in concert with Defendant in an amount to be proven at trial; or (ii) in the alternative, statutory damages pursuant to Section 35(c) of the Lanham Act, 15 U.S.C. § 1117(c), of up to \$2,000,000 for each trademark that Defendant have counterfeited and infringed.

D. That the Court issue an order requiring Defendant to pay to Comet ML such other and further damages as may be available in accord with California common law and California Business and Professions Code §§ 17200 *et seq.*;

E. That the Court award Comet ML interest, including all pre-judgment interest, on all damages awarded by the Court;

F. That the Court award Comet ML exemplary and punitive damages to deter further willful infringement;

G. That the Court award Comet ML their costs in this action, including reasonable attorneys' fees, pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a);

H. That the Court award such other and further relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Comet ML hereby demands a trial by jury on all issues so triable.

Dated: May 12, 2025

MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Eleanor M. Lackman
 Eleanor M. Lackman
 Marissa B. Lewis (*pro hac vice application forthcoming*)
 Attorneys for Plaintiff Comet ML Inc.