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June 7, 2025

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Kelley Drye & Warren LLP
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RE: GTA6 – Response to Cease and Desist Letter (Your Ref: Take-Two / GTA6) (VIA EMAIL)

Dear Ms. Ortega,

I write on behalf of my client, Neon Parody Labs, LLC ("NPL"), in response to your cease-and-desist letter dated May 30, 2025, regarding U.S. Trademark Application Serial No. 99/041,018 for the mark GTA6.

Let me begin by emphasizing our respect for Take-Two Interactive Software, Inc.'s longstanding commercial presence and intellectual property rights in connection with the *Grand Theft Auto* series and the *GTA* mark. Unfortunately, however, your letter includes sweeping legal conclusions and overreaching demands that are unsupported by fact and not enforceable under U.S. trademark law or administrative procedure.

For example, Take-Two currently owns no federal registration for GTA6, GTA VI, or any equivalent designation**.** Nor has Take-Two—by your own admission—filed an application for those marks, despite having had more than five years to do so while the public has been widely aware of the game's development.

Indeed, during that time, Take-Two has aggressively marketed the coming release of GTA6, fostering anticipation, generating media coverage, and preparing the public for preorders—yet failed to take even the most basic step of securing trademark rights in the name of its own forthcoming title. That omission significantly undermines any claim to exclusive rights in *GTA6* based on priority or common law use. And even in your own letter's examples of the sixth edition of GTA, "GTA6" is not among them.

Further, your assertion that NPL's filing of a trademark application gives rise to liability is plainly incorrect. Filing a trademark application—without corresponding use in commerce that causes actual confusion—is not actionable under the Lanham Act. No such use or confusion exists here.

Additionally, NPL has not launched or marketed any product under the GTA6 mark. No public-facing commercial activity has occurred. Your demand that we abandon the application *with prejudice* is premature, legally unsupported, and procedurally unfounded. Your dilution and confusion arguments are similarly misplaced. To date, there has been no actual use of NPL's mark

in commerce, no overlapping products or distribution channels, and GTA6 is neither a registered trademark nor an established common law mark of Take-Two. Moreover, none of the trademark registrations you listed include *GTA6*, *GTA VI*, *VI*, or any related derivation thereof:

- 2,148,765 – GRAND THEFT AUTO
- 3,439,237 – GTA
- 4,321,159 – GRAND THEFT AUTO
- 4,510,940 – GRAND THEFT AUTO (Logo)
- 4,525,986 – GTA TV
- 6,085,925 – GTA (Logo)
- 6,886,747 – GTA (Logo)
- 7,221,704 – GTA+
- 7,221,106 – GTA+ (Logo)

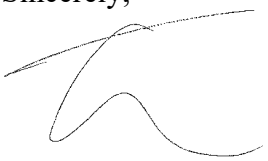
It is genuinely surprising that Take-Two would invest years of development and marketing into what is positioned as the franchise's most ambitious release without securing the most logical and anticipated mark (i.e., *GTA6* or any of its derivatives in over half a decade). That failure is not my client's burden to cure.

The demands in your letter—including a blanket waiver of future rights, permanent withdrawal of a valid trademark application, and a total ban on use of the "GTA" acronym—are not grounded in any enforceable legal right, and we reject them in full.

Should Take-Two wish to formally engage, my client remains open to discussions regarding a potential license, co-existence agreement, or outright acquisition of rights in the GTA6 mark. NPL is amenable to a fair and commercially reasonable resolution."

Absent a legitimate legal basis for your claims, however, NPL will not abandon its application, nor will it agree to restrictions beyond those required by law.

Sincerely,



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