

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**TRADING CENTRAL CANADA INC.,**

Plaintiff,

v.

**TRADINGVIEW, INC.,**

Defendant.

Case No. 2:24-cv-2535

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

Trading Central Canada Inc. ("Trading Central"), for its complaint against Defendant TradingView, Inc. ("TradingView"), states as follows:

**SUMMARY AND NATURE OF THE ACTION**

1. This is an action for patent and trademark infringement. Trading Central owns patents directed to innovative pattern recognition and analysis in time series data, and Defendant TradingView—without permission—has copied Trading Central's patented technologies and incorporated them into competitive products. Defendant TradingView also has copied Trading Central's registered trademark "Featured Ideas." Trading Central files this lawsuit to put an end to Defendant TradingView's willful infringement and to recover damages resulting from Defendant TradingView's misconduct.

**PARTIES**

2. Trading Central is an Ontario, Canada corporation with a principal place of business at 333 Preston Street, Unit 620 Tower I, Ottawa, ON K1S 5N4, Canada.

3. Defendant TradingView is a Delaware corporation with a principal place of business at 470 Olde Worthington Road, Suite 200, Westerville, Ohio 43082.

**JURISDICTION AND VENUE**

4. This action arises under the patent laws of the United States, Title 35 of the United States Code, 35 U.S.C. § 271 et seq., and under the Federal Trademark Act of 1946, 15 U.S.C. § 1051 et seq.

5. Subject matter jurisdiction of this Court is conferred by 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and this Court has supplemental jurisdiction for claims arising under state law under 28 U.S.C. § 1367.

6. Venue in this judicial district is proper under 28 U.S.C. § 1400(b) at least because this judicial district is where Defendant TradingView resides and where Defendant TradingView has committed acts of infringement and has a regular and established place of business.

7. Venue in this judicial district is also proper under 28 U.S.C. § 1391 because Defendant TradingView resides in this judicial district and Trading Central's trademark claims arose in this district.

8. This Court has personal jurisdiction over Defendant TradingView at least because Defendant TradingView resides in the State of Ohio and, specifically, within the jurisdictional boundaries of this judicial district, or, alternatively, at least because, under the Ohio long-arm statute, Ohio Rev. Code § 2307.382, Trading Central's claims for infringement arise from Defendant TradingView's transacting business in Ohio; Defendant TradingView's contracting to supply services or goods in Ohio; Defendant TradingView's causing tortious injury in Ohio by an act or omission outside Ohio where Defendant TradingView regularly does or solicits business, engages in any other persistent course of conduct, and derives substantial revenue from goods used or consumed or services rendered in Ohio; and Defendant TradingView's causing tortious injury by an act or omission in this state. In addition, the exercise of personal jurisdiction is consistent

with the Ohio Constitution and the United States Constitution.

**PATENTS-IN-SUIT**

9. United States Patent No. 6,801,201 ("the '201 Patent") is titled "Method for Chart Markup and Annotation in Technical Analysis" and issued on October 5, 2004. Attached as Exhibit 1 is a copy of the '201 Patent.

10. United States Patent No. 7,469,226 ("the '226 Patent") is titled "Method of Providing a Financial Event Identification Service" and issued on December 23, 2008. Attached as Exhibit 2 is a copy of the '226 Patent.

11. United States Patent No. 7,469,238 ("the '238 Patent") is titled "Method of Rule Constrained Statistical Price Formation Recognition" and also issued on December 23, 2008. Attached as Exhibit 3 is a copy of the '238 Patent.

12. United States Patent No. 7,835,966 ("the '966 Patent") is titled "Technical Analysis Formation Recognition Using Pivot Points" and issued on November 16, 2010. Attached as Exhibit 4 is a copy of the '966 Patent.

13. United States Patent No. 7,853,506 ("the '506 Patent") is titled "Method for Categorizing Pivot Points in Technical Analysis" and issued on December 14, 2010. Attached as Exhibit 5 is a copy of the '506 Patent.

14. Trading Central is the owner by assignment of each of the '201, '226, '238, '966, and '506 Patents (collectively, the "Asserted Patents").

15. In general, the Asserted Patents are directed to advanced methods and systems for recognizing and analyzing patterns, pivot points, and trend formations within time series data across various fields, including financial data, through the use of statistical models, formation recognition techniques, and database querying for event identification.

**TRADING CENTRAL'S REGISTERED TRADEMARK**

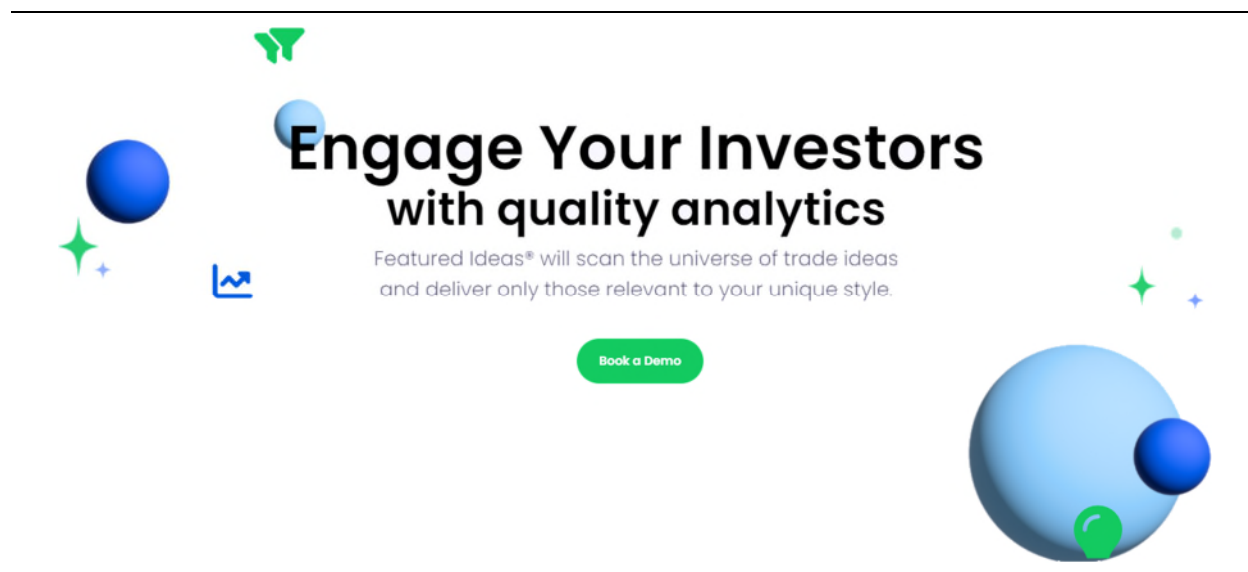
16. Since as early as July 17, 2014, Trading Central or its predecessor in interest used the trademark FEATURED IDEAS in interstate commerce within the United States in connection with, among other things, software and online electronic databases for use in the financial services industry.

17. Trading Central is the owner of Supplemental Registration No. 5,526,462 for FEATURED IDEAS ("FEATURED IDEAS mark"), registered July 24, 2018, by the United States Patent and Trademark Office as being capable of distinguishing Trading Central's software and online electronic databases services from others. A copy of the certificate of registration is attached as Exhibit 6 and is incorporated by reference.

18. Since July 2014, Trading Central has invested extensive capital in the building of goodwill by advertising under the FEATURED IDEAS mark online and via other media. Trading Central has also built up an extensive business and a nationwide reputation for providing good and reliable services under the FEATURED IDEAS mark.

19. Trading Central's FEATURED IDEAS mark has become so well known among consumers desiring Trading Central's services that the mark has acquired, in the minds of the public, a secondary meaning and has come to denote care, skill, and reliability. Under its FEATURED IDEAS mark, Trading Central has gained a nationwide reputation for excellence. To the public, this secondary meaning has become of primary significance, and "FEATURED IDEAS," rather than simply denoting the meanings of "featured" and "ideas" has come to denote the business operated by Trading Central, the goodwill of such business, and the high standard of quality that Trading Central has provided. Throughout the United States, the public has come to consider "FEATURED IDEAS" as denoting the business and service operated by Trading Central.

20. Below is an example of Trading Central's use in commerce of the FEATURED IDEAS mark online at <https://www.tradingcentral.com/tc-products/featured-ideas>:



## **BACKGROUND FACTS**

### ***The Business of Trading Central***

21. Trading Central is an award-winning Fintech in the field of investment decision support, with an online portal offering multiple services and tools for investors and traders, including advanced technical analysis tools.

22. Trading Central has built a valuable global business with an impeccable reputation for providing reliable, industry-leading technical analysis research, patterns, software, and services under various products, powered by Trading Central's intellectual property. These products include, but are not limited to, TECHNICAL INSIGHT®, TECHNICAL EVENT®, and FEATURED IDEAS®.

23. Since 1999, Trading Central has invested extensive capital in the building of goodwill by advertising its brand and product suite online and via other media. As a result, Trading Central is now recognized as a benchmark and a respected voice in the global financial markets

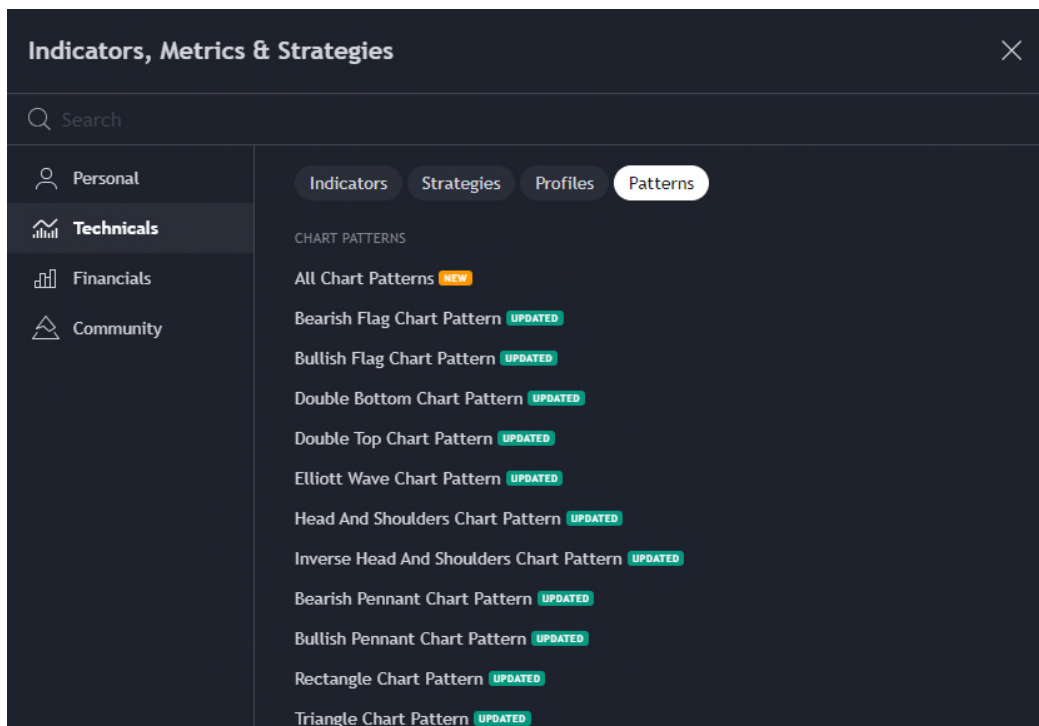
industry for all things related to the technical analysis of stock charts and other financial instruments. Patented products and technical analysis tools represent a crucial part of Trading Central's revenues, strategy, and growth opportunities.

***Defendant TradingView's Infringing Products***

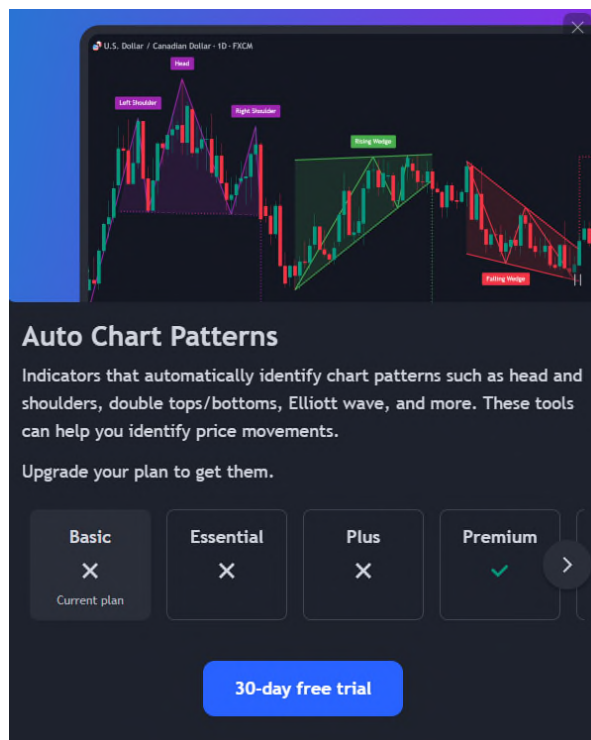
24. Defendant TradingView is also an online portal and technical analysis platform. Defendant TradingView has multiple offices, including in New York and London, and has become one of the top 130 websites worldwide.

25. Defendant TradingView's platform includes its SuperCharts product ("SuperCharts"), which, according to Defendant TradingView's website, is the "one terminal to rule them all" and is "[t]rusted by 60 million traders." SuperCharts allows users to add various "scripts" and to recognize patterns, which the website describes as "powerful because they allow you to analyze the markets with different lenses. Whatever the methodology you use to trade, chances are you'll find scripts that can help you."

26. The scripts used in SuperCharts include Trading Central's patented methods for recognizing and analyzing various complex patterns, financial events, and technical analysis—including trend formations. For example, as shown below, a user of SuperCharts can select scripts that recognize patterns based on "technical" and "financials":



27. One such feature is the "Auto Chart Patterns," which, as shown below, "automatically identify chart patterns such as head and shoulders, double tops/bottoms, Elliott wave, and more. These tools can help you identify price movements."



28. On information and belief, much of Defendant TradingView's success is directly attributable to the unauthorized use of Trading Central's patented technologies.

29. On or about August 4, 2023, Trading Central wrote Defendant TradingView concerning its infringement of the Asserted Patents.

30. On information and belief, prior to receiving the letter, TradingView had already been aware of each of the Asserted Patents and the scope of their respective patent claims.

31. Defendant TradingView, however, ignored the letter. Consequently, on or about November 17, 2023, Trading Central again wrote Defendant TradingView concerning its infringement.

32. To date, however, Defendant TradingView continues its infringing and willful conduct unabated.

33. After Trading Central sent these letters, TradingView learned also that Defendant TradingView is using Trading Central's registered FEATURED IDEAS mark without authorization on at least Defendant TradingView's website.

**FIRST CLAIM FOR RELIEF**  
**(Infringement of U.S. Patent No. 6,801,201)**

34. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

35. Defendant TradingView has directly infringed—literally and/or through the doctrine of equivalents—at least one claim of the '201 Patent by making, using, selling, offering for sale in the United States, and/or importing into the United States, during the term of the patent, products including but not limited to SuperCharts (the "Accused Product") in violation of 35 U.S.C. § 271(a). Defendant TradingView continues to engage in acts of direct infringement of the '201 Patent.



36. Exhibit 7 shows an exemplary claim chart demonstrating how the Accused Product infringes at least claim 10 of the '201 Patent.

37. By selling the Accused Product, which Defendant TradingView know that meets every limitation of at least claim 10 of the '201 Patent, and by instructing and encouraging customers and users to use them in an infringing manner, Defendant TradingView is inducing infringement of the '201 Patent in violation of 35 U.S.C. § 271(b). Such encouragement includes, but is not limited to, instructions to end users provided online by Defendant TradingView.

38. Trading Central has been damaged by Defendant TradingView's direct and indirect infringement and is entitled to monetary relief in an amount to be determined at trial.

39. Defendant TradingView's infringement of the '201 Patent has been, and continues to be, willful, deliberate, and intentional with full knowledge that the Accused Product infringes the '201 Patent and that Defendant TradingView's conduct amounted to infringement of the '201 Patent.

40. Because Defendant TradingView's infringement has been, and continues to be, willful and deliberate, Trading Central is also entitled to treble damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

41. Unless enjoined, Defendant TradingView and others acting on behalf of Defendant TradingView will continue their infringing acts, thereby causing additional irreparable injury to Trading Central for which there is no adequate remedy at law.

**SECOND CLAIM FOR RELIEF**  
**(Infringement of U.S. Patent No. 7,469,226)**

42. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

43. Defendant TradingView has directly infringed—literally and/or through the

doctrine of equivalents—at least one claim of the '226 Patent by making, using, selling, offering for sale in the United States, and/or importing into the United States, during the term of the patent, products including but not limited to the Accused Product in violation of 35 U.S.C. § 271(a). Defendant TradingView continues to engage in acts of direct infringement of the '226 Patent.

44. Exhibit 8 shows an exemplary claim chart demonstrating how the Accused Product infringes at least claim 1 of the '226 Patent.

45. By selling the Accused Product, which Defendant TradingView knows meets every limitation of at least claim 1 of the '226 Patent, and by instructing and encouraging customers and users to use them in an infringing manner, Defendant TradingView is inducing infringement of the '226 Patent in violation of 35 U.S.C. § 271(b). Such encouragement includes, but is not limited to, instructions to end users provided online by Defendant TradingView.

46. Trading Central has been damaged by Defendant TradingView's direct and indirect infringement and is entitled to monetary relief in an amount to be determined at trial.

47. Defendant TradingView's infringement of the '226 Patent has been, and continues to be, willful, deliberate, and intentional with full knowledge that the Accused Product infringes the '226 Patent and that Defendant TradingView's conduct amounted to infringement of the '226 Patent.

48. Because Defendant TradingView's infringement has been, and continues to be, willful and deliberate, Trading Central is also entitled to treble damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

49. Unless enjoined, Defendant TradingView and others acting on behalf of Defendant TradingView will continue their infringing acts, thereby causing additional irreparable injury to Trading Central for which there is no adequate remedy at law.

**THIRD CLAIM FOR RELIEF**  
**(Infringement of U.S. Patent No. 7,469,238)**

50. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

51. Defendant TradingView has directly infringed—literally and/or through the doctrine of equivalents—at least one claim of the '238 Patent by making, using, selling, offering for sale in the United States, and/or importing into the United States, during the term of the patent, products including but not limited to the Accused Product in violation of 35 U.S.C. § 271(a). Defendant TradingView continues to engage in acts of direct infringement of the '238 Patent.

52. Exhibit 9 shows an exemplary claim chart demonstrating how the Accused Product infringes at least claim 17 of the '238 Patent.

53. By selling the Accused Product, which Defendant TradingView knows meets every limitation of at least claim 17 of the '238 Patent, and by instructing and encouraging customers and users to use them in an infringing manner, Defendant TradingView is inducing infringement of the '238 Patent in violation of 35 U.S.C. § 271(b). Such encouragement includes, but is not limited to, instructions to end users provided online by Defendant TradingView.

54. Trading Central has been damaged by Defendant TradingView's direct and indirect infringement and is entitled to monetary relief in an amount to be determined at trial.

55. Defendant TradingView's infringement of the '238 Patent has been, and continues to be, willful, deliberate, and intentional with full knowledge that the Accused Product infringes the '238 Patent and that Defendant TradingView's conduct amounted to infringement of the '238 Patent.

56. Because Defendant TradingView's infringement has been, and continues to be, willful and deliberate, Trading Central is also entitled to treble damages under 35 U.S.C. § 284

and to attorneys' fees and costs under 35 U.S.C. § 285.

57. Unless enjoined, Defendant TradingView and others acting on behalf of Defendant TradingView will continue their infringing acts, thereby causing additional irreparable injury to Trading Central for which there is no adequate remedy at law.

**FOURTH CLAIM FOR RELIEF**  
**(Infringement of U.S. Patent No. 7,835,966)**

58. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

59. Defendant TradingView has directly infringed—literally and/or through the doctrine of equivalents—at least one claim of the '966 Patent by making, using, selling, offering for sale in the United States, and/or importing into the United States, during the term of the patent, products including but not limited to the Accused Product in violation of 35 U.S.C. § 271(a). Defendant TradingView continues to engage in acts of direct infringement of the '966 Patent.

60. Exhibit 10 shows an exemplary claim chart demonstrating how the Accused Product infringes at least claim 1 of the '966 Patent.

61. By selling the Accused Product, which Defendant TradingView knows meets every limitation of at least claim 1 of the '966 Patent, and by instructing and encouraging customers and users to use them in an infringing manner, Defendant TradingView is inducing infringement of the '966 Patent in violation of 35 U.S.C. § 271(b). Such encouragement includes, but is not limited to, instructions to end users provided online by Defendant TradingView.

62. Trading Central has been damaged by Defendant TradingView's direct and indirect infringement and is entitled to monetary relief in an amount to be determined at trial.

63. Defendant TradingView's infringement of the '966 Patent has been, and continues to be, willful, deliberate, and intentional with full knowledge that the Accused Product infringes

the '966 Patent and that Defendant TradingView's conduct amounted to infringement of the '966 Patent.

64. Because Defendant TradingView's infringement has been, and continues to be, willful and deliberate, Trading Central is also entitled to treble damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

65. Unless enjoined, Defendant TradingView and others acting on behalf of Defendant TradingView will continue their infringing acts, thereby causing additional irreparable injury to Trading Central for which there is no adequate remedy at law.

**FIFTH CLAIM FOR RELIEF**  
**(Infringement of U.S. Patent No. 7,853,506)**

66. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

67. Defendant TradingView has directly infringed—literally and/or through the doctrine of equivalents—at least one claim of the '506 Patent by making, using, selling, offering for sale in the United States, and/or importing into the United States, during the term of the patent, products including but not limited to the Accused Product in violation of 35 U.S.C. § 271(a). Defendant TradingView continues to engage in acts of direct infringement of the '506 Patent.

68. Exhibit 11 shows an exemplary claim chart demonstrating how the Accused Product infringes at least claim 7 of the '506 Patent.

69. By selling the Accused Product, which Defendant TradingView knows meets every limitation of at least claim 7 of the '506 Patent, and by instructing and encouraging customers and users to use them in an infringing manner, Defendant TradingView is inducing infringement of the '506 Patent in violation of 35 U.S.C. § 271(b). Such encouragement includes, but is not limited to, instructions to end users provided online by Defendant TradingView.

70. Trading Central has been damaged by Defendant TradingView's direct and indirect infringement and is entitled to monetary relief in an amount to be determined at trial.

71. Defendant TradingView's infringement of the '506 Patent has been, and continues to be, willful, deliberate, and intentional with full knowledge that the Accused Product infringes the '506 Patent and that Defendant TradingView's conduct amounted to infringement of the '506 Patent.

72. Because Defendant TradingView's infringement has been, and continues to be, willful and deliberate, Trading Central is also entitled to treble damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

73. Unless enjoined, Defendant TradingView and others acting on behalf of Defendant TradingView will continue their infringing acts, thereby causing additional irreparable injury to Trading Central for which there is no adequate remedy at law.

**SIXTH CLAIM FOR RELIEF**  
**(Trademark Infringement under the Lanham Act)**

74. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

75. Defendant TradingView, realizing the monetary and commercial value of the FEATURED IDEAS mark and realizing that a simulation of the mark or use of the principal words of the mark would confuse and deceive the public into believing that the persons using a similar name in advertising were, in reality, Trading Central, conceived a scheme to confuse and deceive the public at least as to the affiliation, connection, or association of Defendant TradingView with Trading Central, as well as the origin, sponsorship, and approval by Trading Central of Defendant TradingView's services and commercial activities.

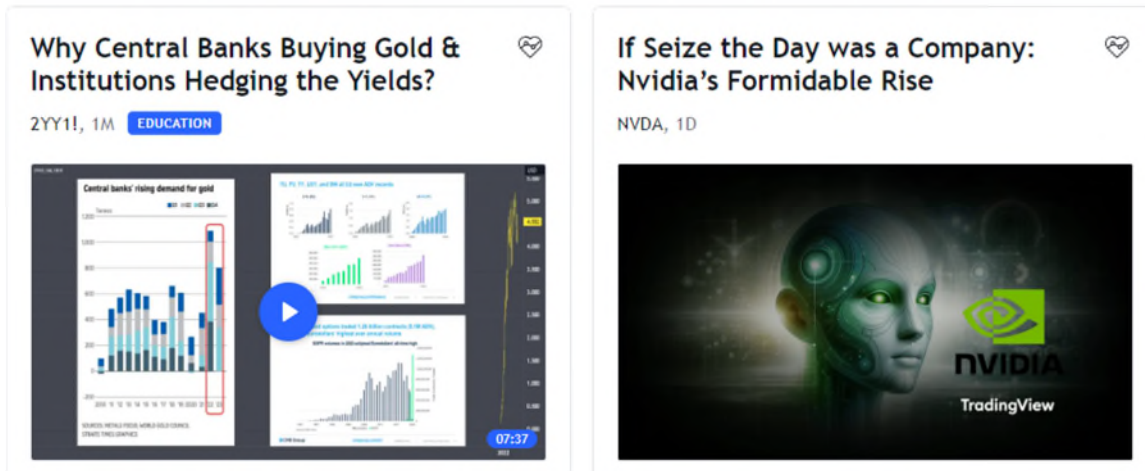
76. In fact, Defendant TradingView—in carrying out its scheme to deceive and confuse

the public—has adopted the FEATURED IDEAS mark for services that are nearly identical to the services with which TradingView has been using its FEATURED IDEAS mark.

77. For example, below is an example of Defendant TradingView's use of Trading Central's FEATURED IDEAS mark, located at <https://www.tradingview.com/ideas/editors-picks/>:

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### Featured ideas



78. Use of the FEATURED IDEAS mark by Defendant TradingView is a direct appropriation of Trading Central's mark and constitutes trademark infringement and/or unfair competition. If Defendant TradingView is permitted to continue to use the FEATURED IDEAS mark, members of the public will be defrauded, deceived, and confused. Trading Central by such use will be deprived of the value—resulting from the care, skill, industry, investment of capital, and extensive advertising—of the goodwill that Trading Central has acquired from the use of the mark now appropriated by Defendant TradingView.

79. Unless restrained by this Court, Defendant TradingView's continued use of the FEATURED IDEAS mark will result in direct and irreparable damage to Trading Central, and Trading Central will lose the benefit of the advertising and goodwill for which Trading Central has paid and will lose revenue from diverted business. So long as Defendant TradingView continues to use the FEATURED IDEAS mark, the public will continue to be confused, and

Trading Central will continue to sustain a monetary loss and suffer irreparable harm.

**SEVENTH CLAIM FOR RELIEF**  
**(Federal Statutory Unfair Competition)**

80. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

81. Defendant TradingView has knowingly and willfully used Trading Central's FEATURED IDEAS mark despite knowing that Trading Central owns and controls the lawful use of the mark.

82. Defendant TradingView's acts constitute unfair competition in violation of § 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

**EIGHTH CLAIM FOR RELIEF**  
**(Ohio Common Law Trademark Infringement)**

83. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

84. Defendant TradingView's conduct constitutes infringement of Trading Central's FEATURED IDEAS mark in violation of Ohio common law.

**NINTH CLAIM FOR RELIEF**  
**(Ohio Deceptive Trade Practices)**

85. Trading Central repeats and incorporates by reference the allegations set forth in the foregoing paragraphs.

86. Defendant TradingView's acts has caused, and will continue to cause, confusion and misunderstanding among the public as to the source, sponsorship, approval, or certification of Defendant TradingView's products and services, in violation of Ohio's Deceptive Trade Practices Act, Ohio Rev. Code § 4165.01, et seq.

87. Defendant TradingView's acts constitute unfair competition with Trading Central



and a deceptive trade practice under the Ohio Deceptive Trade Practices Act, at least because Trading Central did not authorize those acts, and those acts unlawfully appropriate Trading Central's intellectual property rights in its FEATURED IDEAS mark.

88. Defendant TradingView has calculated and designed its acts (a) to trade unlawfully on the goodwill and reputation earned by Trading Central in connection with the FEATURED IDEAS mark and (b) to pass off Defendant TradingView's goods and services as those of Trading Central.

89. Defendant TradingView's acts will cause confusion or misunderstanding among the relevant public as to whether Defendant TradingView and its products and services are affiliated, connected, or associated with Trading Central and its services, or certified by Trading Central.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Trading Central prays for judgment and relief against Defendant TradingView, including:

A. Adjudging that Defendant TradingView has infringed one or more claims of each of the '201, '226, '238, '966, and '506 Patents;

B. Adjudging that Defendant TradingView has infringed Trading Central's FEATURED IDEAS mark;

C. Adjudging that Defendant TradingView has engaged in unfair competition and deceptive trade practices;

D. Permanently enjoining Defendant TradingView, its officers, agents, suppliers, distributors, servants, employees, successors, assigns, and all persons acting in concert or participation with Defendant TradingView from continuing acts of infringement of the '201, '226, '238, '966, and '506 Patents;

E. Permanently enjoining Defendant TradingView, its officers, agents, suppliers, distributors, servants, employees, successors, assigns, and all persons acting in concert or participation with Defendant TradingView from using the FEATURED IDEAS mark on or in connection with any business, service, or the sale, offering for sale, distribution, advertising, promotion, labeling, or packaging of any services or goods, or for any commercial purpose whatsoever;

F. Awarding Trading Central damages attributable to Defendant TradingView's wrongful conduct, together with pre-judgment and post-judgment interest;

G. Awarding Trading Central enhanced damages for Defendant TradingView's willful infringement under 35 U.S.C. § 284;

H. Adjudging this case to be exceptional under 35 U.S.C. § 285;

I. Awarding Trading Central its costs and reasonable attorneys' fees; and

J. Such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

Plaintiff Trading Central demands a trial by jury for all issues so triable.

Dated: May 17, 2024

Respectfully submitted,

/s/ John F. Bennett

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