

EXHIBIT O

May 26, 2021

VIA EMAIL AND FEDEX

blueacorn.co
Blue Acorn PPP, LLC
Fin Cap, LLC
Attn: Michael Cota, Jimmy Flores,
Stephanie Hockridge Reis, and Nathan Reis, Co-Founders

7014 E. Camelback Rd.
Suite 1452
Scottsdale, AZ 85251

1525 Kierland Blvd.
Suite 200
Scottsdale, Arizona 85254

5830 East 2nd Street
Suite 7000 #2435
Casper, Wyoming 82609

**Re: Cease & Desist Use and Publication of Infringing “Blue Acorn” Name, Logo,
and Images**

Dear Messrs. Cota, Flores, and Reis and Ms. Reis:

This Firm represents iCiDigital, LLC, which is a licensee of Beringer Commerce Inc., the sole and rightful owner of the “Blue Acorn” and “Blue Acorn iCi” trademarks, as well as the “Acorn” logo trademark and copyright, as depicted in the examples shown below (collectively, the “Blue Acorn IP”). InfoSys Limited is the parent company of iCiDigital, LLC, as well as Blue Acorn, LLC and Beringer Commerce Inc., each of which has granted the right of initial enforcement of the Blue Acorn IP to iCiDigital, LLC in the present case (each of these entities collectively referred to herein as “Blue Acorn iCi”). The Blue Acorn IP is used in connection with Blue Acorn iCi’s business of building digital consumer experiences for its clients.





The Blue Acorn IP has been used in commerce as early as 2007, and in that time, Blue Acorn iCi has expended significant time, money, and energy toward developing the Blue Acorn IP. Blue Acorn iCi has established a valuable reputation and substantial goodwill in the Blue Acorn IP and associated services as a result of its longstanding use and promotion of the Blue Acorn IP.

As you know via certified correspondence, dated April 8, 2021, we advised you of your infringing use and publication of certain Blue Acorn IP in violation of Blue Acorn iCi's superior rights to and in the Blue Acorn IP. We also advised you of the significant, ongoing consumer confusion due to your infringing use and publication of the Blue Acorn IP in connection with your business, purporting to assist small businesses and individuals with the Paycheck Protection Program ("PPP") application process.

Unfortunately, we have not received any response to our April 8, 2021 Cease & Desist letter. Since that time, Blue Acorn iCi has continued to receive a significant volume of calls, emails, complaints, and other communications intended for your PPP businesses. These communications are unabated and have only increased in number and severity since April 2021. Blue Acorn iCi has also received a number of consumer complaints posted on various social media platforms and other websites that misidentify Blue Acorn iCi as a provider of services related to PPP loans. Of particular concern, Blue Acorn iCi has recently been confused with your company by the Division of Consumer Affairs of the State of Tennessee regarding a formal consumer complaint and investigation.

Responding to these messages and complaints, even if only to redirect the consumers to their intended recipient, is very costly to Blue Acorn iCi. Not only are company resources being used to clear up what apparently is significant consumer confusion; misdirected consumer complaints are damaging the goodwill that Blue Acorn iCi has worked hard to build in its brand. Further, though Blue Acorn iCi has attempted to contact your company through email, phone, online contact forms and certified mail, there has been no return communication from your end to resolve this matter. As a result of your ongoing and unabated infringing use of the Blue Acorn IP, Blue Acorn iCi has incurred significant monetary damages and losses, including substantial business interruption and damage to its intellectual property.

To be clear, your company's unauthorized use of the Blue Acorn IP (including in the domain name "blueacorn.co" and other associated domains) is a blatant infringement of Blue

Acorn iCi's intellectual property rights and constitutes trademark infringement and unfair competition under 15 U.S.C. §§ 1114(a) and 1125(a), cybersquatting under 15 U.S.C. § 1125(d), copyright infringement under 17 U.S.C. § 101, *et. seq.*, and unfair and deceptive trade practices under state law.

As the owner of a brand of considerable value, Blue Acorn iCi will take appropriate legal action against infringing uses.

Accordingly, we ask that you immediately take the following steps, which we believe will help alleviate the actual consumer confusion that is occurring in the marketplace and allow all parties to focus their resources on assisting their respective customers in a timely and efficient manner:

1. Cease, desist, and permanently refrain from all use of "blue acorn" or "blueacorn," or any confusingly similar name or mark, including but not limited to deactivating the "blueacorn.co" website and any other website associated with your business in which any form of the name "blue acorn" is used; change your company name(s) with the Wyoming and Arizona Secretaries of State; and inform your customers of the new name;
2. Destroy all promotional materials bearing the infringing "blue acorn" name, logo, images, acorn image, and trademarks;
3. Place a prominent disclaimer on the blueacorn.co website, and any other website associated with your business, explaining that the website is not affiliated with, sponsored by, or otherwise connected to Blue Acorn iCi;
4. If you have not already done so, set up a monitored email address and/or dedicated customer service line for customer inquiries;
5. Remove any acorn images from your marketing materials, including but not limited to the acorn drawing that appears in the tab for blueacorn.co when the site is accessed through Google Chrome.

Please provide written confirmation that you have completed these items (1 through 5) on or before **June 1, 2021**. If we do not hear from you by that date, Blue Acorn iCi and Infosys Ltd. will assume that you prefer to litigate this matter and will proceed accordingly. In that case, please be advised that we intend to prove facts that will establish willful infringement and will therefore be requesting enhanced damages, including disgorgement of your company's profits, treble damages, costs, and attorneys' fees.

We look forward to receiving your written assurances by the date specified above. Given the urgency of this matter, we invite you or your counsel to telephone the undersigned to expedite resolution.

This letter is without prejudice to any of our clients' rights, and we reserve the right to any and all remedies that our clients have under the law.

Thank you for your prompt attention to this matter. I look forward to hearing from you shortly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Beth A. Stanfield', is positioned above the printed name.

Beth A. Stanfield

cc: support@blueacorn.co
Lyle Gravatt, Esq.
David Morris, Esq.



Shipment Receipt

①

Address Information

Ship to:

Blue Acorn PPP, LLC
blueacorn.co
7014 E. Camelback Rd
Suite 1452
SCOTTSDALE, AZ
85251
US
9198250931

Ship from:

Beth Stanfield
Forrest Firm PC
3700 Glenwood Avenue
Suite 240
RALEIGH, NC
27612
US
9198250931

Shipment Information:

Tracking no.: 773823388460

Ship date: 05/25/2021

Estimated shipping charges: 42.94 USD

Package Information

Pricing option: FedEx Standard Rate

Service type: FedEx 2Day

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services: Adult signature required

Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: MyAccount-809

Your reference: Blue Acorn iCi

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.



Shipment Receipt

Address Information

Ship to:

Blue Acorn PPP, LLC
blueacorn.co
1525 Kierland Blvd
Suite 200
SCOTTSDALE, AZ
85254
US
9198250931

Ship from:

Beth Stanfield
Forrest Firm PC
3700 Glenwood Avenue
Suite 240
RALEIGH, NC
27612
US
9198250931

Shipment Information:

Tracking no.: 773823446169

Ship date: 05/25/2021

Estimated shipping charges: 42.94 USD

Package Information

Pricing option: FedEx Standard Rate

Service type: FedEx 2Day

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services: Adult signature required

Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: MyAccount-809

Your reference: blue acorn iCi

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.



Shipment Receipt

Address Information

Ship to:

Blue Acorn PPP, LLC
blueacorn.co
5830 East 2nd St
Suite 7000, # 2435
CASPER, WY
82609
US
9198250931

Ship from:

Beth Stanfield
Forrest Firm PC
3700 Glenwood Avenue
Suite 240
RALEIGH, NC
27612
US
9198250931

Shipment Information:

Tracking no.: 773823515493

Ship date: 05/25/2021

Estimated shipping charges: 42.22 USD

Package Information

Pricing option: FedEx Standard Rate

Service type: FedEx 2Day

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services: Adult signature required

Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: MyAccount-809

Your reference: blue acorn iCi

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

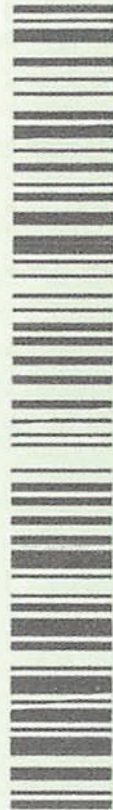
FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Radix Law, PLC
15205 N Kierland Blvd.
Suite 200
Scottsdale, AZ 85254



9590 9402 6103 0209 8128 20

2. Article Number (Transfer from service label)

7020 3160 0000 6124 8116

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

[Handwritten Signature]

☐ Agent

☒ Addressee

B. Received by (Printed Name)

Cheryl P. Feltch

C. Date of Delivery

5/12/12

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☒ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



9590 9402 6103 0209 8128 20

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



FORRESTFIRM

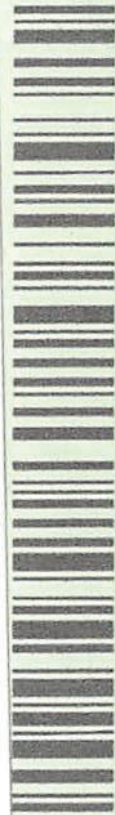
3700 Glenwood Avenue, Suite 240
Raleigh, NC 27612

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fin Cap
5830 East 2nd Street
Suite 7000 #2435
Casper, Wyoming 82609



9590 9402 6329 0296 3925 84

2. Article Number (Transfer from service label)

7020 3160 0000 6124 8125

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Mindy Moens

C. Date of Delivery

5/24/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

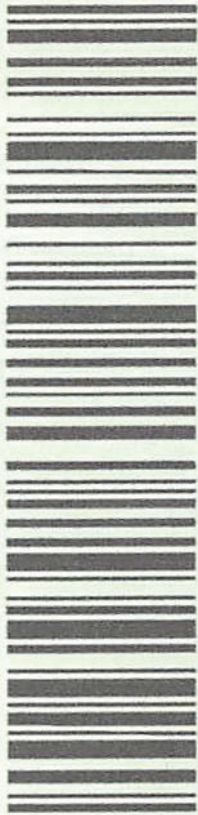
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



9590 9402 6329 0296 3925 84

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

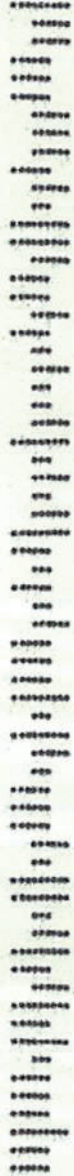
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



FORRESTFIRM

3700 Glenwood Avenue, Suite 240
Raleigh, NC 27612



W66