IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

FACTOR CYBERSECURITY, INC. and JASON THOMPSON, *Plaintiff,* v. SECURITYSCORECARD, INC. and ALEKSANDR YAMPOLSKIY, *Defendants.*	C.A. No. _____ **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiffs Factor Cybersecurity, Inc. ("Factor") and Jason Thompson ("Thompson" and jointly with Factor, "Plaintiffs"), by and through their undersigned counsel, bring this action against Defendants SecurityScorecard, Inc. ("SSC") and Aleksandr Yampolskiy ("Yampolskiy" and jointly with SSC, "Defendants"), and allege as follows:

NATURE OF THE ACTION

1. This action arises from Defendants' campaign to interfere with the business, reputation, and commercial relationships of Factor, a Delaware corporation founded by Thompson in July 2021. Defendants have falsely accused Factor and Thompson of misappropriating SSC's intellectual property, questioned Plaintiffs' ownership of their technology and name, and threatened litigation despite lacking a factual basis for those assertions.

2. While employed by SSC, Thompson witnessed improper conduct by certain SSC employees and Yampolskiy, including efforts to steal the technology of its competitors. Shortly before he resigned from SSC he reported this conduct to SSC's board of directors. Defendants

retaliated by disseminating false and misleading statements about Plaintiffs to individuals and entities associated with Factor, including employees, advisors, partners, and prospective business relationships, for the purpose of disrupting Factor's growth and commercial opportunities. Defendants also attempted to trademark Plaintiff's FACTOR CYBERSECURITY name immediately after Thompson's resignation despite knowing Plaintiffs claimed ownership over it and that SSC had never used the name before (in commerce or otherwise). Defendants then sought to leverage their baseless claims to impair Factor's business operations and goodwill.

3. Factor seeks declaratory relief confirming its rights, as well as damages and injunctive relief arising from Defendants' false and defamatory statements, interference with business relationships, and related misconduct.

THE PARTIES

4. Plaintiff Factor Cybersecurity, Inc. is a Delaware corporation formed in July 2021 with its principal place of business in Lewes, Delaware. It develops and provides supply-chain risk-management and detection-and-response technology and related cybersecurity services.

5. Plaintiff Jason Thompson is Factor's founder and Chief Executive Officer, and resides in Lewes, Delaware.

6. Defendant SecurityScorecard, Inc. is a Delaware corporation with its principal place of business at 1140 Avenue of the Americas, New York, New York 10036. It develops and sells cybersecurity security-ratings products and related services.

7. Defendant Yampolskiy is SSC's co-founder and Chief Executive Officer. On information and belief, Yampolskiy resides in Connecticut. Yampolskiy personally directed, authorized, made, and ratified the statements and conduct alleged in this Complaint. He acted within the scope of his authority as SSC's most senior executive and for SSC's benefit. To the extent he acted from personal motives or outside the scope of that authority, he is individually

liable for his conduct.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 15 U.S.C. § 1125. Plaintiffs also seek declaratory relief under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202, with respect to SSC's threatened claims arising under the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq. and claims of trademark ownership under the Lanham Act, 15 U.S.C. § 1125(a). An actual and justiciable controversy exists between the parties as to each such claim. Plaintiffs also seek relief under the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d).

9. This Court has supplemental jurisdiction over Plaintiffs' Delaware law claims under 28 U.S.C. § 1367 because those claims form part of the same case or controversy as the federal claims.

10. This Court has personal jurisdiction over SSC because it is incorporated in Delaware.

11. This Court has personal jurisdiction over Defendant Aleksandr Yampolskiy consistent with the Delaware long-arm statute, 10 *Del. C.* § 3104(c), and the Due Process Clause. He is the CEO of SSC, a Delaware corporation, and he personally conceived, directed, authorized, made, and ratified the conduct alleged in this Complaint. Yampolskiy intentionally and expressly aimed his tortious conduct at Delaware and directed his defamatory statements at Delaware resident Thompson and Delaware corporation Factor as well as a Delaware audience. He further directed SSC to assert ownership and control over Factor's Delaware-based name, technology, and business relationships; threatened litigation against Factor and Delaware-resident Thompson; and orchestrated and carried out a campaign of false accusations and targeted outreach to Factor's customers, prospective customers, partners, advisors, investors, and other business relationships.

He did so knowing that Factor and Thompson would suffer reputational harm in Delaware.

12. Because Yampolskiy purposefully directed his tortious conduct at Delaware and intended to cause foreseeable injury to Delaware Plaintiffs in Delaware, the exercise of personal jurisdiction over him comports with traditional notions of fair play and substantial justice. Yampolskiy is not shielded from jurisdiction as a corporate executive, and in any event, Yampolskiy acted in substantial part from personal retaliatory motives and outside the legitimate scope of his authority, rendering him individually subject to this Court's jurisdiction for those acts.

13. Venue is proper in this District under 28 U.S.C. § 1391(b). SSC is a Delaware corporation subject to personal jurisdiction here, and a substantial part of the events and omissions giving rise to Factor's claims occurred in this District, including Defendants' Delaware-directed demands and claimed control over the name, technology, and relationships of a Delaware corporation.

FACTUAL ALLEGATIONS

I. THOMPSON'S WORK AT SSC AND INDEPENDENT FORMATION OF FACTOR

14. Thompson's first stint at SSC began in 2017 in a marketing role. In connection with that role, he executed an Employee's Proprietary Information and Inventions and Non-Competition Agreement ("PII Agreement") in 2017, wherein he agreed to assign certain rights in proprietary information and inventions to SSC during the course of his employment. Thompson ended that employment in 2019.

15. After his resignation from SSC, Thompson worked at IntSights as Chief Operating Officer. IntSights was acquired in 2021, and Thompson again began looking for another job.

16. Thompson formed Factor Cybersecurity, Inc. as a Delaware corporation in July 2021. Factor was initially an independent incubator project for broad risk-management solutions.

The 2021 incubator concept was not an SSC ratings product and was not developed from SSC code, documents, or trade secrets. It reflected Thompson's vision for a broader risk-management solution informed by approximately twenty years of cybersecurity-industry experience.

17. From August 2021 to January 2023, Thompson was employed by Managed Detection & Response firm BlueVoyant as Chief Marketing Officer.

18. Thompson rejoined SSC in May 2023 as an independent contractor.

19. His May 17, 2023 Contractor Agreement with SSC lists Thompson's @factor.rocks email address as his contact information. This Contractor Agreement expressly "supersede[d] any and all pre-existing agreements, written or oral, between the parties," including the PII Agreement that was executed during Thompson's first stint with SSC.

20. Thompson performed the contractor services using the Factor name on invoices and in written communications that SSC received and processed. (*See* **Exhibit A**). SSC therefore knew by 2023 that Factor was Thompson's preexisting independent business name and source identifier, not a name created during his later employment.

21. On June 22, 2023, Thompson received an Offer Letter from SSC to act as SSC's Chief Marketing Officer and Chief Strategy Officer. This Offer Letter "supersede[d] all prior or contemporaneous discussions, understandings and agreements, whether written or between them" and did not contain a clause assigning Thompson's work to SSC. Thompson did not sign another PII Agreement with SSC during his second stint with the company. Thompson did not execute any assignment agreement governing this later period of employment, and he never sold, assigned, licensed, or otherwise transferred Factor, the Factor name, or Factor's intellectual property to SSC.

22. Thompson's responsibilities later expanded to Chief Product Officer and General Manager of SSC's MAX managed-service product line.

23. During his work with SSC Thompson did not have access to SSC's source code or any technical trade secrets.

24. While he was employed by SSC, Yampolskiy told Thompson on multiple occasions that Yampolskiy had relationships with Russian hackers and had paid individuals thousands of dollars to obtain nonpublic information about competitors, including BitSight, Black Kite, Panorays, and others. Information allegedly obtained through those methods was distributed internally through Dropbox links and Slack with warnings not to share it because of the manner in which it had been obtained.

25. Yampolskiy openly accessed BitSight and other competitor platforms in SSC's offices and in view of staff. Indeed, Thompson witnessed Yampolskiy regularly log in to BitSight from his SSC office computer through a VPN, as did many other SSC employees. Yampolskiy did not conceal the activity and openly boasted that he was lifting BitSight intellectual property and treated the unauthorized access as an accomplishment. Much of SSC's product roadmap decisions were based on what Yampolskiy discovered in competitors' systems and he would often revise the quarterly roadmap to copy what a competitor had built.

26. Upon information and belief, Yampolskiy and SSC used information obtained from BitSight and other competitors to influence SSC's product design, sales strategy, and customer presentations.

27. Thompson reported his concerns with SSC's use of competitors' intellectual property internally, but SSC did nothing. Upon learning Thompson's report, Yampolskiy threatened Thompson and retaliated against him.

28. During Thompson's second stint with SSC, the company considered changing its corporate name because product-quality problems, weak customer value, and high churn, had

damaged the SSC brand. Thompson presented Factor as one option among several possible replacement names. Thompson's willingness to place the preexisting name among several rebrand candidates was a proposal for consideration, not a sale, assignment, license, contribution, or transfer of the name or any associated goodwill. SSC rejected the Factor name and elected to retain SSC. It never accepted Thompson's proposal, paid consideration for the Factor name, executed an assignment or license, or launched a business or product under that name. No invention-assignment agreement covering Thompson's later employment transferred Factor or the Factor name to SSC.

29. Thompson resigned from SSC in July 2025. Just prior to his resignation, Thompson told Yampolskiy and SSC unequivocally that: "I have a company called Factor registered as a C corp in Delaware. I will retain the rights to that and the company may not use it." Thompson also stated: "I have not been paid for the IP that I have given the company to use. That is my IP. It remains my IP." In other words, Thompson did not convey Factor, the Factor name, or Factor's independently developed platform to SSC.

30. In March 2026, Thompson commenced the ground-up development of the present Factor platform. Factor's present platform bears no meaningful resemblance to work performed at SSC. Factor's objective is supply chain detection and response, not the replication of SSC's security-ratings product.

31. SSC's core commercial product is a security-ratings platform that uses breach data to correlate risk and score (and since breaches are often unreported, the ratings are often incorrect). Factor is not a ratings platform and does not sell a substitute numerical-ratings product. This is because security ratings have not been proven to improve cybersecurity or reduce risk. Indeed, Factor provides operational detection and response capabilities, including evidence generation,

workflow management, communications, relationship-graph analytics, and collective defense across supply chains.

II. SSC IMPROPERLY CLAIMS OWNERSHIP OF FACTOR

32. On July 21, 2025, days after Thompson resigned from SSC, SSC attempted to trademark Factor's name by filing U.S. Trademark Applications Serial Nos. 99294626 and 99279649 for FACTOR CYBERSECURITY and FACTOR SECURITY. Because SSC never used either mark before in commerce, it filed the applications on an intent-to-use basis, claimed no date of first use, and represented to the United States Patent and Trademark Office that it possessed a bona fide intention to use the mark in commerce. (**Exhibit B**).

33. Upon information and belief, SSC and Yampolskiy applied for the trademark to retaliate against Thompson, and not because they had any bona fide intention of using the mark in commerce. Indeed, SSC had already rejected the Factor name, elected to retain its existing name, had no Factor-branded product, launch plan, independent product-development program, or legitimate chain of title, and had actual notice that Factor was Thompson's preexisting Delaware company and that SSC could not use the name.

34. Subsequently, SSC and Yampolskiy falsely alleged, both in its correspondence with Thompson, and in communications on social media and with Factor's employees and business associates, that Factor misappropriated the Factor mark from SSC. At the time SSC and Yampolskiy made these statements, they knew or should have known the statements were false as they were aware of Thompson's prior use of Factor—as evidenced by the invoices Thompson provided to SSC in 2023 that used the Factor name, the 2023 Contractor Agreement that listed Thompson's Factor email, and Thompson's communications with SSC and Yampolskiy just days before the trademark application was filed where he told them "I have a company called Factor registered as a C corp in Delaware. I will retain the rights to that and the company may not use it."

35. SSC filed the applications to manufacture leverage over Factor, cloud Factor's title, support a false claim of ownership, obstruct Factor's commercial relationships, and pressure Thompson to surrender the company and mark. Those circumstances negate the bona fide intention required by 15 U.S.C. § 1051(b).

36. Plaintiffs clearly have priority to the Factor name. Thompson founded Factor Cybersecurity, Inc. as a Delaware corporation on July 5, 2021, when he was not employed by SSC and roughly four years before SSC filed for a trademark for the FACTOR CYBERSECURITY mark. Factor first began using the FACTOR mark in commerce at least as early as June 2023, as evidenced by Mr. Thompson's invoices sent to SSC at the time and the FACTOR CYBERSECURITY mark in commerce no later than July 17, 2025. All of this predates Defendants' trademark application (which was filed as an ***intent-***to-use application).

37. Defendants' trademark applications, ownership demands, and threats create confusion as to Factor's source, affiliation, ownership, and authority and interferes with Factor's goodwill and relationships. Factor has superior rights arising from its prior commercial use and never transferred those rights to SSC.

III. SSC'S FALSE, TORTIOUS AND DEFAMATORY COMMUNICATIONS AND TORTIOUS INTERFERENCE CAMPAIGN.

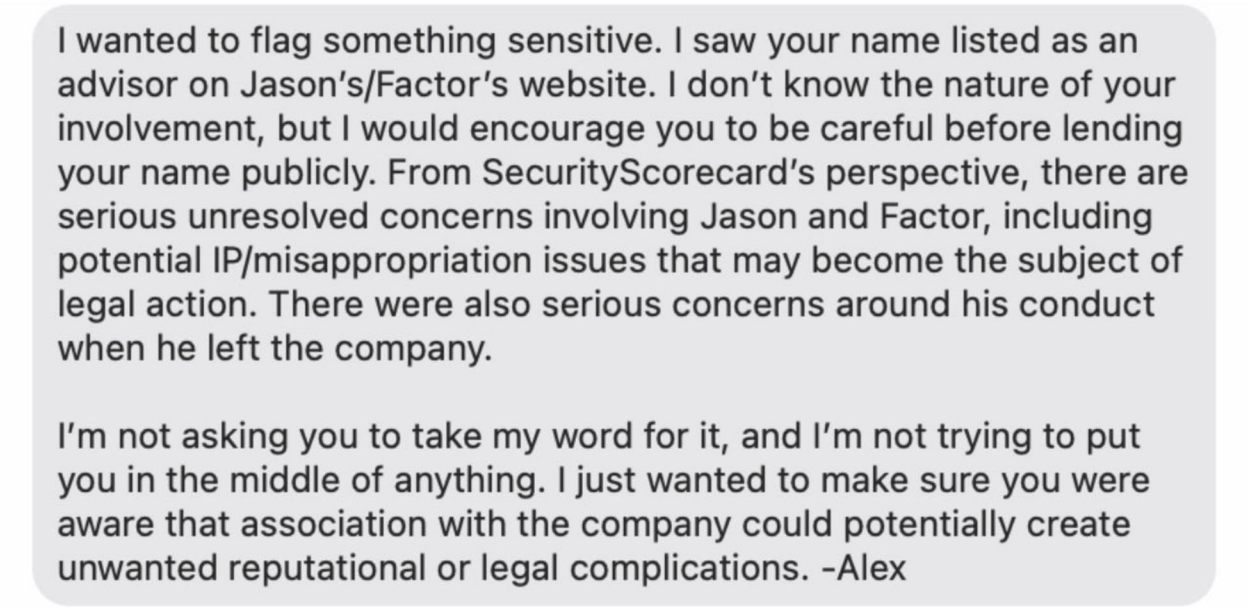
38. Since Thompson resigned from SSC, SSC executives and employees, including Yampolskiy, have engaged in a coordinated stalking, intimidation, and tortious-interference campaign. Indeed, on information and belief, Yampolskiy directed former head of information technology Steve Cobb and other SSC IT personnel to monitor Thompson's online activity and public appearances and to report that information to him.

39. SSC executives and employees, including Yampolskiy have repeatedly disseminated baseless accusations against Factor, falsely accusing Factor of stealing SSC's

intellectual property. These false accusations were made publicly on social media and in communications with Factor's employees, advisors, and business partners listed on Factor's website.

40. In his communications, Yampolskiy threatened Factor's employees and partners with "reputational or legal complications," subpoenas, and other adverse actions if their association with Factor continued. These communications appear to have been designed to frighten Factor's employees, advisors, and partners, discourage people from working with Factor, damage Factor's professional reputation, imply that anyone associated with Factor will become involved in baseless litigation, and interfere with Factor's employment, advisory, investment, and commercial relationships.

41. By way of nonlimiting example, Factor advisor Tom Bain received the following threat from Yampolskiy in May 2026:


I wanted to flag something sensitive. I saw your name listed as an advisor on Jason's/Factor's website. I don't know the nature of your involvement, but I would encourage you to be careful before lending your name publicly. From SecurityScorecard's perspective, there are serious unresolved concerns involving Jason and Factor, including potential IP/misappropriation issues that may become the subject of legal action. There were also serious concerns around his conduct when he left the company.

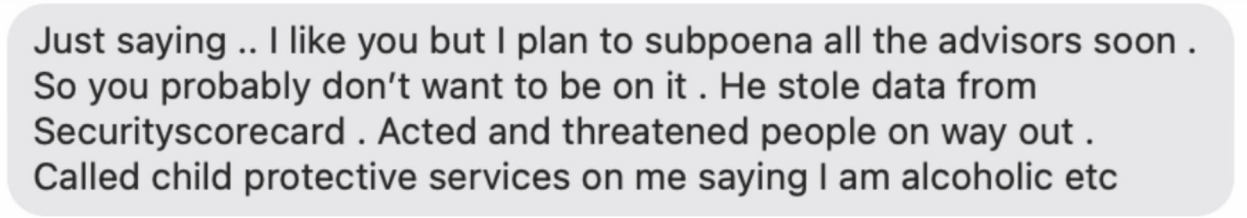
I'm not asking you to take my word for it, and I'm not trying to put you in the middle of anything. I just wanted to make sure you were aware that association with the company could potentially create unwanted reputational or legal complications. -Alex

42. On May 15, 2026, Thompson sent a cease and desist notice to SSC's board of directors requesting that SSC stop contacting Factor's employees, advisors, customers, investors,

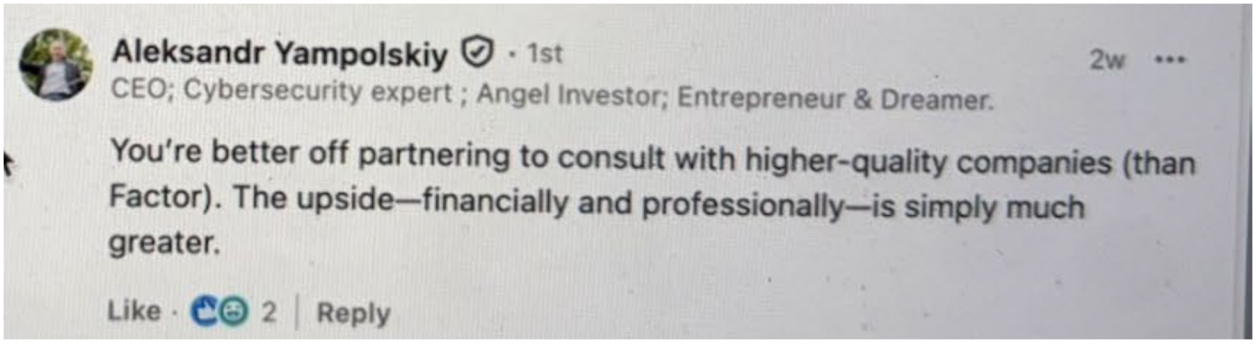
and affiliates. SSC, however, seemingly took no action as Defendants' tortious and defamatory conduct not only continued, but it increased.

43. On June 9, 2026, a Factor business partner reported that Yampolskiy had contacted him immediately after Thompson posted event photographs showing him with Thompson at a Factor booth at an event, and reported that Yampolskiy made false claims that Plaintiffs stole intellectual property to him.

44. In July 2026, Yampolskiy sent a message to Anders Norremo, a BitSight senior vice president and Factor advisor, making similar false allegations about data theft and other defamatory statements about Thompson.



45. As shown below, Yampolskiy (holding himself out as SSC's CEO) also made disparaging comments about Factor on the public social media pages of Factor's employees and business associates.



46. In total, Yampolskiy has threatened most of Factor's associates listed on its website. Indeed, by July 12, 2026, he had met with or sent messages to four of the six Factor associates

displayed at factorcyber.com/team. He has also made threats against other business associates of Factor.

47. Defendants' copying allegations are not only false, but they are also implausible on their face. Thompson never had access to SSC's code during his employment, and SSC has yet to produce any evidence supporting its baseless allegations such as the MDM logs in SSC's possession that could definitively show that such copying did not occur.

48. SSC and Yampolskiy's false statements were made to damage Factor and its business relationships. For instance, these false statements caused Factor to lose out on prospective business opportunities that likely would have happened but for Defendants' interference, including a partnership which Factor targeted at $3M in revenue. The interference has also caused issues with fundraising and delayed a planned fundraising round targeted at $25M.

V. SSC THREATENS BASELESS LITIGATION

49. On or about July 14, 2026, SSC's legal department sent a demand letter to Thompson, asserting that Factor, its name, technology, work product, and other assets belonged to SSC and threatening litigation. (**Exhibit C**). On August 10, 2026, Factor's counsel sent a letter to SSC denying SSC's allegations and asking for evidence (including MDM logs) that could definitively determine whether SSC's allegations were true or false. (**Exhibit D**). SSC refused to provide the requested information and ignored Plaintiffs' requests to retract its tortious and defamatory statements.

50. As described above, SSC's allegations are unfounded as Thompson never had access to SSC source code or trade secrets, and Factor has never possessed or used them. Additionally, SSC never had any right to the FACTOR CYBERSECURITY name.

51. SSC also claimed in its July 14 letter that "[o]ur records reflect that you have not returned your Company-issued laptop or other Company property in your possession." SSC has not provided these "records" or described what "other Company property" could possibly be in Thompson's possession. Thompson was in possession of a laptop that was not operational (because SSC disabled it after he left the company). Factor's counsel has made multiple attempts to return the laptop but SSC has yet to retrieve the laptop from Factor's counsel's office. Thompson is not in possession of any other potential SSC-property.

COUNT I
Declaratory Judgment of No Misappropriation of Trade Secrets
(Against SSC)

52. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

53. SSC has accused Factor of misappropriating SSC's trade secrets, demanded that Factor surrender its technology, and threatened litigation under the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq. An actual and substantial controversy exists between the parties concerning Defendants' threatened claims of trade secret misappropriation, as the parties have adverse legal interests of sufficient immediacy and reality to warrant declaratory relief. Factor need not await SSC's threatened suit to obtain a declaration of its rights.

54. Factor has not acquired, used, or disclosed any SSC trade secret by improper means or otherwise. Thompson never had access to SSC's source code or trade secrets, and Factor has never possessed or used them.

55. Factor developed its platform independently, using a materially different architecture and separately identifiable open-source, commercial, template, and AI-assisted components. Factor's independent creation of its platform defeats any claim that it acquired or used an SSC trade secret.

56. SSC's purported trade secrets are not protectable because they consist largely of general industry concepts and publicly known or readily ascertainable material.

57. Factor is entitled to a declaration that it has not misappropriated any SSC trade secret within the meaning of the Defend Trade Secrets Act and that it neither possesses nor uses any SSC trade secret, together with further necessary relief under 28 U.S.C. § 2202.

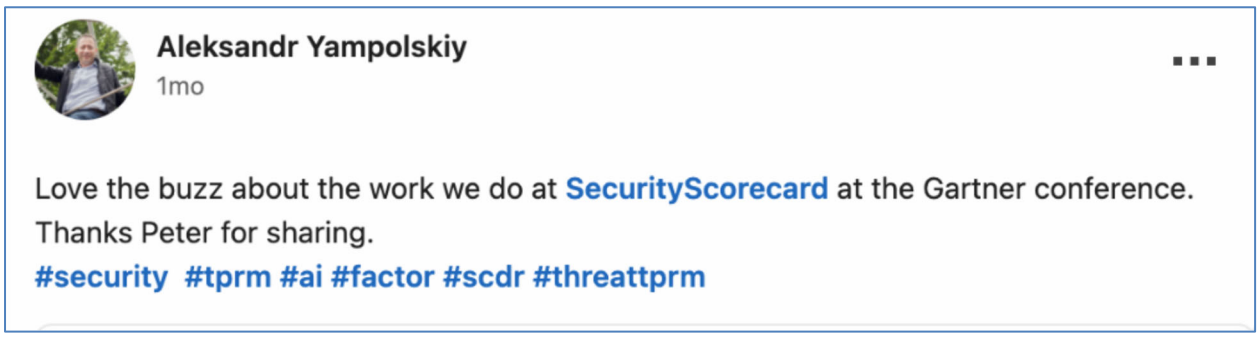
COUNT II
Violation of Section 43(a) of the Lanham Act; Declaratory Judgment of Non-Infringement and of Superior Rights in Factor's Marks
(Against SSC)

58. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

59. **Direct Violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) (Against SSC).** Factor owns valid and legally protectable rights in the FACTOR CYBERSECURITY and FACTOR SECURITY names and marks, which are distinctive source identifiers for Factor's cybersecurity business, products, and services.

60. SSC has used the Factor mark in commerce, but only after Plaintiffs did, and after SSC filed its meritless trademark applications, and made false representations to Factor's customers, prospective customers, partners, advisors, and investors that SSC owns the Factor name, and that Factor's platform and name were misappropriated from SSC.

61. For instance, in June 2026 Yampolskiy posted the following on social media, including the hashtag "factor" to cause confusion amongst potential customers.



The Gartner Conference mentioned in Yampolskiy's post above was the launch event for Factor and the first conference where Factor had a booth. Defendants have made similar posts in the past using the Factor mark.

62. In addition, SSC has caused confusion amongst customers and potential customers by registering the factorcybersecurity.com domain name, which redirects customers and potential customers to SSC's website, and away from Factor's website. Public records indicate that SSC registered this domain name on July 17, 2025, after Factor used the Factor Cybersecurity in commerce, and shortly after Thompson's resignation.

63. SSC's conduct is likely to cause confusion as to the source, ownership, affiliation, sponsorship, or approval of the Factor marks and of Factor's goods and services. On information and belief, SSC's conduct has already caused confusion amongst customers and potential customers.

64. SSC's false and misleading use of the Factor mark was made in commercial communications to the relevant purchasing public. The statements deceived or had the tendency to deceive a substantial segment of that audience, were material to purchasing, partnering, and investment decisions, were disseminated in interstate commerce, and have injured or are likely to injure Factor through diverted or delayed sales, impaired relationships, reputational harm, and lost goodwill. Factor is entitled to injunctive and monetary relief under 15 U.S.C. §§ 1116 and 1117.

65. **Declaratory Judgment of Non-Infringement (28 U.S.C. §§ 2201–2202; 15 U.S.C. § 1125(a)) (Against SSC).** An actual, substantial, and justiciable controversy of sufficient immediacy and reality exists between Factor and SSC concerning whether Factor's use in commerce of the FACTOR CYBERSECURITY and FACTOR SECURITY names and marks infringes any rights of SSC. SSC has asserted that Factor's use of its own name is unlawful, has

communicated that position to third parties, has threatened Factor with litigation, and has filed and asserted U.S. Trademark Application Serial Nos. 99294626 and 99279649, creating a real and reasonable apprehension of liability.

66. Factor's use of the Factor name and marks is not likely to cause confusion and does not infringe any rights of SSC. Factor is presently using and has the definite intent and ability to continue using, the Factor name, and need not abandon use of its own name or await SSC's threatened suit to obtain a declaration of its rights.

67. Factor is entitled to a declaration that Factor's use of the Factor name and marks does not infringe any rights of SSC under Section 43(a) of the Lanham Act, and that SSC may not use its trademark applications or ownership assertions to claim rights in, or to interfere with, Factor and the Factor name.

68. **Declaratory Judgment of Priority and Superior Rights Under Section 43(a) (15 U.S.C. § 1125(a)) (Against SSC).** An actual, substantial, and justiciable controversy of sufficient immediacy and reality exists between Factor and SSC concerning whether SSC has priority over the Factor name and marks. SSC has asserted that it owns the Factor name, that Factor misappropriated the mark from SSC, and that Factor's use of its own name is unlawful. SSC has communicated those ownership assertions to Factor's customers, prospective customers, partners, advisors, and investors; has threatened Factor with litigation; and has filed and asserted federal trademark applications, U.S. Trademark Application Serial Nos. 99294626 and 99279649, to support its claimed ownership of the Factor name.

69. Through ownership assertions, threats of suit, and trademark filings, SSC has created a real and reasonable apprehension of liability, touching the parties' adverse legal interests

in the Factor name. Factor is presently using, and has the definite intent and ability to continue using, the Factor name.

70. Factor is the senior user of the Factor name and marks. Thompson adopted the Factor name upon incorporating Factor Cybersecurity, Inc. in Delaware on July 5, 2021, and Factor used the marks in commerce in connection with Thompson's 2023 services, including on invoices and in written communications that SSC received and processed. Factor's use in commerce predates SSC's July 2025 intent-to-use applications and any use SSC claims. SSC has never used the Factor name in commerce prior to filing its meritless applications.

71. SSC cannot establish priority over Factor. SSC's July 21, 2025 intent-to-use applications, U.S. Trademark Application Serial Nos. 99294626 and 99279649, cannot confer priority over Factor's earlier use of the marks, and SSC may not rely on those applications to claim priority.

72. Factor is entitled to a declaration that Factor holds rights in the Factor name and marks prior and superior to any rights claimed by SSC.

COUNT III
Defamation and Defamation Per Se Under Delaware Law
(Against Both Defendants)

73. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

74. Defendants published to third parties false statements of fact concerning Factor, including that Factor stole or misappropriated SSC's intellectual property, that Factor unlawfully belongs to SSC, and that association with Factor exposes persons to legal or reputational consequences because Factor's business is unlawful. These statements include, but not limited to, Yampolskiy's May 2026 communication to Factor advisor Tom Bain, his July 2026 message to

Anders Norremo stating that Thompson "stole data from Securityscorecard," and his statements on social media and to persons listed on Factor's website.

75. The statements are of, and concerning, Factor and were published to third parties, including Factor's advisors, partners, employees, prospective customers, and industry participants, who understood them in their defamatory sense.

76. The statements are false. Factor is a separately formed company that developed its platform independently, retained no SSC materials, and did not steal or copy SSC's intellectual property.

77. The statements are defamatory per se because they impugn Factor's honesty, integrity, and fitness in the conduct of its business and trade; accordingly, Factor is not required to plead or prove special damages.

78. Defendants published the statements intentionally and with actual malice or reckless disregard for their truth or falsity, knowing the relevant corporate, contractual, and technical facts and having received multiple correspondence from Factor and its counsel, yet continuing to disseminate the accusations. No privilege protects Defendants' knowingly false extra-judicial statements, and any conditional privilege is defeated by Defendants' malice, improper purpose, and excessive publication.

79. As a direct and proximate result, Factor has suffered injury to its reputation and goodwill, disrupted relationships, lost and delayed opportunities, and diminished business value.

COUNT IV
Tortious Interference with Prospective Business Relations
(Against Both Defendants)

80. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

81. Factor had a reasonable probability of business opportunities and valid business relationships with identifiable customers, prospective customers, partners, advisors, investors, and employees, including the individuals displayed on Factor's team page and the advisors and partners Defendants contacted.

82. Defendants knew of these prospective relationships and intentionally interfered with them by directing false accusations, threats of "reputational or legal complications," threatened subpoenas, and targeted outreach to those persons for the purpose of inducing them not to deal with Factor.

83. Defendants' interference was intentional, improper and employed wrongful means, including knowingly false statements, defamation, threats, and intimidation, and was not a legitimate exercise of any privilege to compete. Any competition privilege is defeated by Defendants' use of wrongful means.

84. Defendants acted with malice, intending to disrupt Factor's business.

85. Defendants' interference proximately caused Factor damage, including lost and impaired relationships, opportunities, financing, and goodwill, in amounts to be proven at trial.

COUNT V
Violation of the Delaware Deceptive Trade Practices Act, 6 *Del. C.* § 2531 *et seq.*
(Against Both Defendants)

86. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

87. Factor and SSC are competitors in overlapping cybersecurity markets and stand in a horizontal business relationship. Factor has a business and trade interest that is the subject of Defendants' deceptive conduct.

88. In the course of their business, Defendants engaged in deceptive trade practices within the meaning of 6 Del. C. § 2532(a), including by disparaging Factor's goods, services, and

business by false or misleading representations of fact; by representing that Defendants have a sponsorship, approval, status, affiliation, or connection — namely ownership of Factor and the FACTOR CYBERSECURITY mark — that they do not have; and by engaging in other conduct that creates a likelihood of confusion or misunderstanding as to Factor's source, affiliation, ownership, and authority.

89. Defendants' representations were false statements of fact, not mere opinion, including the specific factual assertions that Factor "stole" or "copied" SSC's data or code and that SSC owns the Factor name.

90. Defendants engaged in the deceptive trade practices willfully and with actual notice of Factor's rights, and Factor is likely to be, and has been, damaged thereby. Factor is entitled to injunctive relief under 6 *Del. C.* § 2533, together with attorneys' fees and, where damages are awarded under other applicable law, treble damages.

COUNT VI
Common-Law Unfair Competition
(Against Both Defendants)

91. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

92. Factor owns and has developed valuable goodwill in its business identity and in the FACTOR CYBERSECURITY name and mark, built through Factor's formation as a Delaware corporation and its prior commercial use of the name in connection with its business.

93. Defendants engaged in unfair competition by attempting to misappropriate Factor's name, mark, and goodwill for SSC's own benefit. SSC asserted ownership of a name it had considered, rejected, and never used; filed federal trademark applications to claim that name after Thompson's departure; and falsely represented to Factor's customers, partners, advisors, investors, and the market that Factor's name, technology, and business belong to SSC — thereby seeking to

pass off Factor's business identity and goodwill as SSC's own and to trade on the commercial value of Factor's reputation.

94. Defendants acted wrongfully and in bad faith, for the purpose of appropriating the commercial value of Factor's name and goodwill and impairing Factor's ability to identify itself in the marketplace, and not to protect any legitimate SSC right. As a direct and proximate result, Factor has suffered and will continue to suffer harm, including loss of and damage to its name, goodwill, business identity, relationships, and enterprise value, in amounts to be proven at trial.

95. Additionally, Factor had a reasonable expectancy of entering into valid business relationships with customers, prospective customers, partners, advisors, and investors.

96. Defendants wrongfully interfered with those expectancies by coupling false accusations about Factor's ownership and provenance with targeted interference and an attempt to appropriate a name that SSC had rejected and that Thompson never assigned, undertaken to burden a nascent competitor and impair Factor's ability to earn revenue legitimately rather than to protect any genuine SSC right.

97. Defendants' wrongful interference defeated Factor's legitimate expectancies and caused Factor harm, including damage to its goodwill, relationships, opportunities, and enterprise value, in amounts to be proven at trial.

COUNT VII
Violations of Anticybersquatting Consumer Protection Act, *15 U.S.C. § 1125(d)*
(Against SSC)

98. Factor repeats and realleges the foregoing paragraphs as if fully set forth herein.

99. Factor owns the Factor Cybersecurity mark, and that mark is distinctive of Factor's products and services.

100. SSC registered the factorcybersecurity.com in July 2025. It did so knowing that it had not used the Factor name in commerce, that Plaintiffs had already used the mark in commerce before SSC did, and that Plaintiffs claimed ownership in the marks.

101. SSC caused the factorcybersecurity.com domain name to redirect to SSC's website and away from Factor's website.

102. The factorcybersecurity.com domain name is identical to and/or confusingly similar to Factor's distinctive Factor Cybersecurity mark.

103. SSC's registration of the factorcybersecurity.com domain name and its actions to redirect that domain name to SSC's web page was done in bad faith, and with the intention of diverting traffic from Factor's website to SSC's and the intention of confusing Factor's customers and potential customers.

104. Factor has been damaged by SSC's actions including lost and impaired relationships, opportunities, financing, and goodwill, in amounts to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Factor respectfully requests that the Court enter judgment in its favor and against SSC as follows:

a. A declaration that Factor has not misappropriated any SSC trade secret within the meaning of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.;

b. A declaration that SSC does not own Factor, Factor's independently developed platform, Factor's work product, or the Factor name by reason of Jason Thompson's former employment with SSC or otherwise;

c. A declaration that Factor's use in commerce of the FACTOR CYBERSECURITY and FACTOR SECURITY names and marks is not likely to cause confusion and does not infringe any rights of SSC under Section 43(a) of the Lanham Act;

d. A declaration that SSC may not use its trademark applications, U.S. Trademark Application Serial Nos. 99294626 and 99279649, or its ownership assertions, to claim rights in, or to interfere with, Factor or the Factor names and marks;

e. A declaration that Factor has superior rights in the Factor name and that SSC may not rely on those applications to claim ownership of, or to interfere with, Factor or the Factor name;

f. A declaration that Defendants may not represent to third parties that Factor stole, copied, or unlawfully possesses SSC intellectual property or that SSC owns Factor or the Factor name;

g. A preliminary and permanent injunction restraining Defendants, and their officers, agents, employees, and all persons acting in concert with them, from:

   i. representing to any third party that SSC owns the FACTOR CYBERSECURITY or FACTOR SECURITY names or marks, that Factor misappropriated those names or marks from SSC, or that Factor's use of its own name and marks is unlawful;

   ii. using the Factor names and marks in commerce in any manner likely to cause confusion, mistake, or deception as to the source, ownership, affiliation, sponsorship, or approval of the Factor marks or of Factor's goods and services;

   iii. publishing or republishing to any third party the false or misleading statements that Factor stole, copied, or unlawfully possesses SSC intellectual property, that Factor's platform or name is unlawful, or that SSC owns Factor or the Factor name;

   iv. interfering with Factor's existing or prospective contracts and business relationships through knowingly or recklessly false accusations, threats of litigation or subpoenas, intimidation, or baseless assertions of ownership; and

   v. engaging in the deceptive trade practices and unfair competition alleged herein, including the use of the pending trademark applications as commercial leverage against Factor;

h. An order requiring Defendants to make corrective communications, in a form approved by the Court, to the recipients of Defendants' materially false or misleading statements concerning Factor;

i. An award of Factor's actual and compensatory damages in an amount to be proven at trial, including lost and delayed sales, lost profits where proven, impaired and lost business relationships and opportunities, reputational and goodwill damages, diminished enterprise value, and diligence, mitigation, and corrective expenses;

j. Presumed damages on Factor's defamation per se claim to the extent Delaware law presumes harm from statements injurious to Factor in its trade or business;

k. Punitive or exemplary damages on Factor's Delaware tort claims based on Defendants' willful, wanton, and malicious conduct;

l. An order requiring Defendants to transfer the factorcybersecurity.com domain name to Factor;

m. Damages for violations of the Anticybersquatting Consumer Protection Act, including Defendants' profits, actual damages sustained by Factor, the costs of this action, and/or statutory damages;

n. An award of Factor's reasonable attorneys' fees and costs;

o. An award of pre-judgment and post-judgment interest; and

p. Such other and further relief, at law or in equity, as the Court deems just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Factor demands a trial by jury on all issues so triable.

Dated: September 3, 2026

/s/ Benjamin J. Schladweiler

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