

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS-EASTERN DIVISION**

PD Games, LLC.,	)	
	)	
	)	
Plaintiff,	)	
	)	No. 21-cv-5916
	)	
v.	)	
	)	
	)	
THE PARTNERSHIPS AND	)	
UNINCORPORATED ASSOCIATIONS	)	<b><u>DEMAND FOR JURY TRIAL</u></b>
IDENTIFIED IN SCHEDULE "A",	)	
	)	
	)	
Defendants.	)	

**COMPLAINT**

PD Games, LLC. ("Plaintiff"), by and through its undersigned counsel, hereby files this Complaint for trademark infringement under the Lanham Act, offering for sale and selling counterfeit goods in violation of Plaintiff's exclusive rights, copyright infringement, violations of the Illinois Deceptive Trade Practices Act and civil conspiracy against the partnerships and unincorporated associations identified in Schedule "A" (together, "Defendants"). In support hereof, Plaintiff states as follows:

**I. JURISDICTION AND VENUE**

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. This Court has jurisdiction over the claims in this action that arise under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a) because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants, because each Defendant directly targets business activities toward consumers in the United States, including Illinois, through their operation of or assistance in the operation of the fully interactive, commercial Internet stores operating under the Defendant domain names and/or the Defendant Internet Stores identified in Schedule A. Specifically, each of the Defendants directly reaches out to do business with Illinois residents by operating or assisting in the operation of one or more commercial, interactive e-commerce stores that sell products using counterfeit versions of Plaintiff's federally registered trademark directly to Illinois consumers. In short, each Defendant is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the state of Illinois.

## II. INTRODUCTION

3. Plaintiff filed this action to combat online counterfeiters and infringers who trade upon Plaintiff's reputation and goodwill by selling and/or offering for sale unauthorized and unlicensed counterfeit and infringing products using counterfeit versions of Plaintiff's federally registered trademark POPDARTS (U.S. Reg. No. 6,497,588) and copyrighted photographs and videos (U.S. Reg. Nos. VA0002267156, VA0002266901, PAu004099364, PAu004099609, and PAu004099362), attached as **Group Exhibit 1**. The Defendants create Internet stores ("the Defendant Internet Stores" or "the Stores") by the dozens and design them so that the Stores to appear to be selling genuine copies of Plaintiff's POPDARTS branded game when in actuality the Stores are selling counterfeit versions to unknowing consumers.

4. The Defendant Internet Stores share unique identifiers, such as similar design elements of the counterfeit product offered for sale and, on information and belief, these

similarities suggest that the Defendant Internet Stores share common manufacturing sources, thus establishing that Defendants' counterfeiting and infringement operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Defendants have gone to great lengths to avoid liability by concealing both their identities and the full scope and interworking of their counterfeiting operation, including changing the names of their Stores multiple times, opening new Stores, helping their friends open Stores, and making subtle changes to their products. Plaintiff has been forced to file this action to combat Defendants' counterfeiting and willful infringement of Plaintiff's registered trademark, as well as to protect unknowing consumers from purchasing counterfeit products over the Internet. Plaintiff has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademark as a result of Defendants' actions and seek injunctive and monetary relief.

### **III. THE PARTIES**

#### **Plaintiff PD Games, LLC.**

5. Plaintiff is a Pennsylvania corporation. It created and sells a high quality unique game containing well constructed double ended suction cup dart game pieces all sold, offered for sale, and marketed under the POPDARTS trademark. Players take turns throwing the game pieces with the goal of sticking a dart closest to the chosen "Target Marker". This is accomplished by the suction cup gripping onto the chosen smooth surface.

6. Plaintiff introduced its POPDARTS branded game in 2020 during quarantine in the COVID-19 pandemic. Plaintiff's founder set out to create a fun and competitive game for family and friends to play together.<sup>1</sup> Plaintiff continues to heavily advertise its unique POPDARTS game through advertisements demonstrating both its technology and trademarked name through several

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<sup>1</sup><https://popdartsgame.com/pages/about>

social media distribution channels. Marketing and advertising of the game features original content and reviews of the POPDARTS game and game pieces all branded with the POPDARTS trademark. POPDARTS branded games and pieces have has been highly regarded by several media outlets such as ESPN, Today, Sports Center, and Sports Illustrated.

7. Plaintiff distributes and retails its high-quality game within the Northern District of Illinois under the Federally registered trademark POPDARTS. Defendants' sales of the counterfeit product in violation of Plaintiff's intellectual property rights are irreparably damaging Plaintiff.

8. Plaintiff's brand is symbolized by the POPDARTS trademark and is a recognized brand of high-quality games having suction cup darts as pieces of the game. The POPDARTS trademark is distinctive and identifies the merchandise as goods originating from Plaintiff. The registration for the POPDARTS trademark constitutes prima facie evidence of its validity and of Plaintiff's exclusive right to use the POPDARTS trademark pursuant to 15 U.S.C. § 1057(b). The POPDARTS trademark has been continuously used and never abandoned since its first sale in 2020 and since its registration in September 2021.

9. Plaintiff uses the POPDARTS trademark to identify its goods. The POPDARTS trademark is distinct when it is applied to Plaintiff's product, signaling to the purchaser and consumer that the game and pieces are from Plaintiff and are made and manufactured to Plaintiff's original specifications and standards. Further, the use of the word elements "Pop" and "Dart" together in advertising of the game originated with Plaintiff.

10. Plaintiff has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the POPDARTS trademark. As a result, customers and

consumers recognize that games, game pieces and products bearing the distinctive POPDARTS trademark originate exclusively with Plaintiff.

11. Since its initial launch of the original POPDARTS branded game, as of its first use in commerce in 2020, Plaintiff's trademark has been the subject of substantial and continuous marketing and promotion by the Plaintiff throughout the United States and, due to its strong internet presence, throughout the entire world. Genuine POPDARTS branded games, game pieces, and products are offered and sold by Plaintiff directly over the Internet, through their website <https://popdartsgame.com/> and through a verified Amazon Online Store at [https://www.amazon.com/dp/B093RQ1P72/ref=brnd\\_rev\\_mng](https://www.amazon.com/dp/B093RQ1P72/ref=brnd_rev_mng). Plaintiff has no other distributors or retailers authorized to sell POPDARTS branded games, game pieces, and products.

#### **THE DEFENDANTS**

12. Defendants are individuals and entities who, upon information and belief, reside in the People's Republic of China or other foreign jurisdictions. Defendants conduct business throughout the United States, including within the state of Illinois and in this Judicial District, through the operation of the fully interactive commercial websites and online commercial marketplaces operating under the Defendant Internet Stores. Each Defendant targets the United States, including Illinois, and has offered to sell and, on information and belief, has sold and continues to sell counterfeit products to consumers within the United States, including Illinois and in this Judicial District.

13. Defendants are an interrelated group of counterfeiters and infringers, who create numerous Defendant Internet Stores and design these stores to appear to be selling genuine Popdarts products, while they actual sell inferior imitations of Plaintiff's POPDARTS game and game pieces. The Defendant Internet Stores share unique identifiers, such as common design

elements, the same or similar counterfeit product that they offer for sale, similar counterfeit product descriptions, the same or substantially similar shopping cart platforms, accepted payment methods, check-out methods, lack of contact information, identically or similarly priced counterfeit product and volume sale discounts, establishing a logical relationship between them and suggesting that Defendants' illegal operations arise out of the same transaction or occurrence. Tactics used by Defendants to conceal their identities and the full scope of their counterfeiting operation make it virtually impossible for Plaintiff to learn the precise scope and the exact interworking of their counterfeit network. In the event that Defendants provide additional credible information regarding their identities, Plaintiff will take appropriate steps to amend the Complaint.

#### **THE DEFENDANTS' UNLAWFUL CONDUCT**

14. The success of Plaintiff's brand has resulted in significant counterfeiting and infringement. Consequently, Plaintiff has identified numerous marketplace listings on e-commerce platforms such as, but not limited to, Alibaba, Aliexpress, Amazon, eBay, Shopify, Dhgate and Wish including the Defendant Aliases, which have been offering for sale, selling, and exporting illegal products to consumers in this Judicial District and throughout the United States. Defendants have persisted in creating the Defendant Aliases. E-commerce sales, including e-commerce Internet Stores like those of Defendants, have resulted in a sharp increase in the shipment of unauthorized products into the United States. *See Exhibit 2*, Department of Homeland Security, *Fiscal Year 2019 Seizure Statistics Report*. According to Customs and Border Patrol's ("CBP") report, over 90% of all CBP intellectual property seizures were smaller international mail and express shipments (as opposed to large shipping containers). *Id.* Approximately 85% of CBP seizures originated from mainland China and Hong Kong. *Id.* Counterfeit and pirated products

account for billions of dollars in economic losses, resulting in tens of thousands of lost jobs for legitimate businesses and broader economic losses, including lost tax revenue.

15. Counterfeiting rings are able to take advantage of the anonymity provided by the Internet which allows them to evade enforcement efforts to combat counterfeiting. For example, counterfeiters take advantage of the fact that marketplace platforms do not adequately subject new sellers to verification and confirmation of their identities, allowing counterfeiters to “routinely use false or inaccurate names and addresses when registering with these Internet platforms.” *See Exhibit 3*, Daniel C.K. Chow, *Alibaba, Amazon, and Counterfeiting in the Age of the Internet*, 41 *NW. J. INT’L. L. & BUS.* 24 (2020). Additionally, “Internet commerce platforms create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.” *Id.* at 25. Therefore, with the absence of regulation, Defendants may and do garner sales from Illinois residents by setting up and operating e-Commerce Internet Stores that target United States consumers using one or more aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and, on information and belief, have sold counterfeit products to residents of Illinois.

16. Defendants often go to great lengths to conceal their identities by using multiple fictitious names and addresses to register and operate their massive network of Defendant Internet Stores. Other Defendant domain names often use privacy services that conceal the owners’ identity and contact information. Upon information and belief, Defendants regularly create new websites and online marketplace accounts on various platforms using the identities listed in Schedule A of the Complaint, as well as other unknown fictitious names and addresses. Such Defendant Internet Store registration patterns are one of the many common tactics used by the Defendants to conceal

their identities, the full scope and interworking of their massive counterfeiting operation, and to avoid being shut down.

17. Upon information and belief, at all times relevant hereto, the Defendants in this action have had full knowledge of Plaintiff's ownership of the POPDARTS trademark, including its exclusive right to use and license such intellectual property and the goodwill associated therewith. Defendants' Internet Stores also use the same pictures to advertise their counterfeit product that Plaintiff uses on its webpage to sell and advertise its genuine and original POPDARTS branded game, sowing further confusion among potential purchasers.

18. The counterfeit products for sale in the Defendant Internet Stores bear similarities and indicia of being related to one another, suggesting that the counterfeit products were manufactured by and come from a common source and that, upon information and belief, Defendants are interrelated.

19. Upon information and belief, Defendants also deceive unknowing customers by using the POPDARTS trademark without authorization within the content, text, and/or meta tags of their websites to attract various search engines on the Internet looking for websites relevant to consumer searches for Plaintiff's POPDARTS branded game and related game pieces. Additionally, upon information and belief, Defendants use other unauthorized search engine optimization tactics and social media spamming so that the Defendant Internet Stores listings show up at or near the top of relevant search results after others are shut down. As such, Plaintiff also seeks to disable Defendant domain names owned by Defendants that are the means by which the Defendants could continue to sell counterfeit products.

20. Defendants' use of the trademark on or in connection with the advertising, marketing, distribution, offering for sale, and sale of the counterfeit products is likely to cause and



has caused confusion, mistake, and deception by and among consumers and is irreparably harming Plaintiff. Defendants have manufactured, imported, distributed, offered for sale, and sold counterfeit products using the POPDARTS trademark and continue to do so.

21. Defendants, without authorization or license from Plaintiff, knowingly and willfully used and continue to use the POPDARTS trademark in connection with the advertisement, offer for sale, and sale of the counterfeit products, through, inter alia, the Internet, using Plaintiff's copyrighted photographs and audiovisual works in their marketing. The counterfeit products are not genuine products of the Plaintiff. The Plaintiff did not manufacture, inspect, or package the counterfeit products and did not approve the counterfeit products for sale or distribution. Each of the Defendants' Internet Stores offers shipping to the United States, including Illinois, and, on information and belief, each Defendant has sold counterfeit products into the United States, including Illinois.

22. Upon information and belief, Defendants will continue to register or acquire listings for the purpose of selling counterfeit products that infringe upon the POPDARTS trademark unless preliminarily and permanently enjoined.

23. Defendants' use of the POPDARTS trademark in connection with the advertising, distribution, offer for sale, and sale of counterfeit products, including the sale of counterfeit products into Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Plaintiff.

## COUNT I

### **TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)**

24. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 23.

25. This is a trademark infringement and counterfeit action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered POPDARTS Trademark in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The POPDARTS Trademark is a distinctive mark. Consumers have come to expect the highest quality from Plaintiff's products provided under Plaintiff's Trademark.

26. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products in connection with Plaintiff's Trademark without Plaintiff's permission.

27. Plaintiff is the exclusive owner of Plaintiff's Trademark. Plaintiff's United States Registration for Plaintiff's Trademark (**Exhibit 1**) is in full force and effect. Upon information and belief, Defendants have knowledge of Plaintiff's rights in Plaintiff's Trademark and are willfully infringing and intentionally using counterfeits of Plaintiff's Trademark. Defendants' willful, intentional, and unauthorized use of Plaintiff's Trademark is likely to cause confusion, mistake, and deception as to the origin and quality of the counterfeit goods among the general consuming public.

28. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

29. Plaintiff has no adequate remedy at law, and if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of its well-known Plaintiff's Trademark.

30. The injuries sustained by Plaintiff have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of counterfeit Plaintiff's Popdarts product.

## **COUNT II**

### **FALSE DESIGNATION OF ORIGIN**

31. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 30.

32. Defendants' promotion, marketing, offering for sale, and sale of infringing and counterfeit branded product has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Plaintiff or the origin, sponsorship, or approval of Defendants' counterfeit version of Plaintiff's POPDARTS branded game and game pieces.

33. By using Plaintiff's Trademark, photographs, and audiovisual works in connection with the sale of counterfeit products, Defendants create a false designation of origin and a misleading representation of the fact as to the origin and sponsorship of the counterfeit products. By their use of Plaintiff's original photographs in association with the offer and sale of the counterfeit product, Defendants seek to further confuse the relevant public as to the source or sponsorship of their goods by Plaintiff.

34. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the counterfeit product to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

35. Plaintiff has no adequate remedy at law and, if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of its brand.

**COUNT III**

**VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT**

**(815 ILCS § 510, et seq.)**

36. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 35.

37. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their counterfeit product as those of Plaintiff, causing a likelihood of confusion and/or misunderstanding as to the source of their goods, causing a likelihood of confusion and/or misunderstanding as to an affiliation, connection, or association with Plaintiff's genuine POPDARTS branded game and game pieces, representing that their products have Plaintiff's approval when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

38. The foregoing Defendants' acts constitute a willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, et seq.

39. Plaintiff has no adequate remedy at law, and Defendants' conduct has caused Plaintiff to suffer damage to its reputation and goodwill. Unless enjoined by this Court, Plaintiff will suffer future irreparable harm as a direct result of Defendants' unlawful activities.

**COUNT IV**

**COPYRIGHT INFRINGEMENT 17 U.S.C. § 501(a)**

40. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 39.

41. Plaintiff's Works have significant value and have been produced and created at considerable expense. Plaintiff is the owner of each original work, and all Works at issue have been registered with the U.S. Copyright Office. (See **Exhibit 1**)

42. Plaintiff, at all relevant times, has been the holder of the pertinent exclusive rights infringed by Defendants, as alleged hereunder, including but not limited to the copyrighted Plaintiff's Works, including derivative works.

43. Upon information and belief, Defendants had access to the works through Plaintiff's normal business activities. After accessing Plaintiff's Works, Defendants wrongfully created copies of the copyrighted Plaintiff's Works without Plaintiff's consent and engaged in acts of widespread infringement through publishing and distributing the Plaintiff's Works via online websites and digital markets in connection with the marketing of their counterfeit products. Indeed, every photograph, video and video still image used by Defendants is virtually identical to the original Plaintiff's Works

44. Plaintiff is informed and believes and thereon alleges that Defendants further infringed Plaintiff's copyrights by making or causing to be made derivative works from Plaintiff's Works by producing and distributing reproductions without Plaintiff's permission.

45. Defendants, without the permission or consent of Plaintiff, have published online infringing derivative works of Plaintiff's Works. Defendants have violated Plaintiff's exclusive rights of reproduction and distribution. Defendants' actions constitute an infringement of Plaintiff's exclusive rights protected under the Copyright Act (17 U.S.C. § 101, et seq.).

46. Further, as a direct result of the acts of copyright infringement, Defendants have obtained direct and indirect profits they would not otherwise have realized but for their infringement of the copyrighted Plaintiff's Works. Plaintiff is entitled to disgorgement of Defendants' profits directly and indirectly attributable to their infringement of Plaintiff's Works.

47. The foregoing acts of infringement constitute a collective enterprise of shared, overlapping facts, and have been willful, intentional, and in disregard of and with indifference to the rights of Plaintiff.

48. As a result of Defendants' infringement of Plaintiff's exclusive rights under its copyright, Plaintiff is entitled to relief pursuant to 17 U.S.C. § 504.

49. The conduct of Defendants is causing, and unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury that cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting Defendants from further infringing Plaintiff's copyright and ordering that Defendants destroy all unauthorized copies. Defendants' copies, digital files, and other embodiments of Plaintiff's Works from which copies can be reproduced should be impounded and forfeited to Plaintiff as instruments of infringement, and all infringing copies created by Defendants should be impounded and forfeited to Plaintiff, under 17 U.S.C. § 503.

## **COUNT V**

### **CIVIL CONSPIRACY**

50. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 39.

51. Plaintiff is informed and believe and thereon alleges that Defendants knowingly and voluntarily entered into a scheme and agreement to engage in a combination of unlawful acts and misconduct including, without limitation, a concerted and collaborated effort to maintain the distribution, marketing, advertising, shipping, offer for sale, or sale of counterfeit products in violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, et seq.

52. The intent, purpose, and objective of the conspiracy and the underlying combination of unlawful acts and misconduct committed by the Defendants was to undermine Plaintiff and its business by unfairly competing against it as described above.

53. The Defendants each understood and accepted the foregoing scheme and agreed to do their respective part to further accomplish the foregoing intent, purpose, and objective. Thus, by entering into the conspiracy, each Defendant has deliberately, willfully, and maliciously permitted, encouraged, and/or induced all of the foregoing unlawful acts and misconduct.

54. As a direct and proximate cause of the unlawful acts and misconduct undertaken by each Defendant in furtherance of the conspiracy, Plaintiff has sustained, and unless each Defendant is restrained and enjoined, will continue to sustain severe, immediate, and irreparable harm, damage, and injury for which Plaintiff has no adequate remedy at law

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all other persons acting for, with, by, through, under, or in active concert with them be temporarily preliminary, and permanently enjoined and restrained from:

- a. Using Plaintiff's Trademark in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine product of Plaintiff, or is not authorized by Plaintiff to be sold in connection with Plaintiff's Trademark;
- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff's product or any other product produced by Plaintiff that is not Plaintiff's or not produced under the authority, control, or supervision of Plaintiff and approved by Plaintiff

for sale under Plaintiff's Trademark and associated with or derived from Plaintiff's Trademark;

- c. Committing any acts calculated to cause consumers to believe that Defendants' counterfeit product is those sold under the authority, control, or supervision of Plaintiff, or are sponsored by, approved of, or otherwise connected with Plaintiff, including without limitation through use of Plaintiff's original photographs in connection with the offer or sale of counterfeit products;
- d. Further infringing Plaintiff's Trademark and damaging Plaintiff's goodwill;
- e. Otherwise competing unfairly with Plaintiff in any manner;
- f. Publishing and distributing Plaintiff's Works and creating derivative works therefrom;
- g. Shipping (including drop-shipping), delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any Plaintiff's Trademark, or any reproductions, counterfeit copies, or colorable imitations thereof;
- h. Using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit product;
- i. Operating and/or hosting websites at the Defendant Internet Stores of any other domain names registered or operated by Defendants that are involved in the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Plaintiff's mark or



reproduction, counterfeit copy or colorable imitation therefor that is not a genuine product or not authorized by Plaintiff to be sold in connection with the Plaintiff's mark; and,

- j. Registering any additional domain names that use or incorporate any portion of the Plaintiff's mark; and,

2. That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by through, under, or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:

- a. Displaying images protected by the Plaintiff's copyrights and trademark in connection with the distribution, advertising, offer for sale and/or sale of any product that is not a genuine product of Plaintiff's or is not authorized by Plaintiff to be sold in connection with the Plaintiff's trademark; and
- b. Shipping, delivering, holding for same, distributing, returning, transferring, or otherwise moving, storing, or disposing of in any manner products or inventory not manufactured by or for Plaintiff, not authorized by Plaintiff to be sold or offered for sale, and protected by the Plaintiff's trademark or any reproductions, counterfeit copies, or colorable imitation thereof; and,

3. That Defendants, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Plaintiff a written report under oath setting forth in detail the manner and form in which Defendants have complied with paragraphs 1(a) through 1(g) above any and all injunctive relief ordered by this Court;

4. Entry of an Order that, upon Plaintiff's request, those in privity with Defendants and those with notice of the injunction, including any online marketplaces such as: Alibaba, Aliexpress, Amazon, eBay, Shopify, Dhgate and Wish; social media platforms such as: Facebook,

YouTube, LinkedIn, Twitter; Internet search engines such as Google, Bing, and Yahoo; webhosts for the Defendants Domain Names, and domain name registrars, that are provided with notice of the injunction, cease facilitating access to any or all webstores through which Defendants engage in the sale of counterfeit products using the Plaintiff's mark; shall:

- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit Plaintiff's Popdarts product using Plaintiff's Trademark, including any accounts associated with the Defendants listed on Schedule A;
- b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeiting and infringing counterfeit product using Plaintiff's Trademark; and,
- c. Take all steps necessary to prevent links to the Defendant Online Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Online stores from any search index; and,

5. That Defendants account for and pay to Plaintiff all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of Plaintiff's Trademark be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

6. For Judgment in favor of Plaintiff against Defendants that they have: (a) willfully infringed Plaintiff's rights in its federally registered trademark pursuant to 15 U.S.C. § 1114; and (b) otherwise injured the business reputation and business of Plaintiff by Defendants' acts and conduct set forth in this Complaint;

7. For Judgment in favor of Plaintiff against Defendants for actual damages or statutory damages pursuant to 15 U.S.C. § 1117, at the election of Plaintiffs, in an amount to be determined at trial;

8. In the alternative, that Plaintiff be awarded statutory damages pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of Plaintiff's Trademark;

9. That Plaintiff be awarded damages for copyright infringement consisting of each Defendant's actual damages and profits pursuant to 17 U.S.C. §504(b), or in the alternative, statutory damages of \$30,000 per work infringed pursuant to 17 U.S.C. §504(c)(1), whichever is greater, or if any Defendant's conduct is found to be willful, up to \$150,000 per work infringed pursuant to 17 U.S.C §504(c)(2).

10. That Plaintiff be awarded its reasonable attorneys' fees and costs; and,

11. That Plaintiff be awarded any and all other relief that this Court deems equitable and just.

Plaintiff demands trial by jury as to all causes of action so triable.

Dated: November 4, 2021

Respectfully submitted,

/s/ James E. Judge

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**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
1	Alibaba	Shenzhen Zone Huanyu Industrial Co., Ltd.	cawacharles
2	Alibaba	Jinjiang Deek Plastic Products Co., Limited	deek
3	Alibaba	Dongguan Vulcanpro Silicone Rubber Industrial Co., Ltd.	dgvulcanpro
4	Alibaba	Shantou Chenhai Huaren Toys Co., Ltd.	huarentoy
5	Alibaba	Shenzhen PartyGears Development Co., Ltd.	partygears
6	Alibaba	Shenzhen Wanghu Silicone Rubber Co., Ltd.	szwh2021
7	Alibaba	Xiamen Xinhubao Silicone Rubber Components Products Co., Ltd.	thinrpo
8	Alibaba	Shenyang Vhandy Technology Co., Ltd.	vhandyceramic
9	Alibaba	Yiwu Guoan Toys Co., Ltd.	ywguoantoys
10	Aliexpress	Fairy Mall	1243781
11	Aliexpress	Day Sunshine Co., Ltd	1387089
12	Aliexpress	SPMART Store	1892509
13	Aliexpress	Shop2299001 Store	2299001
14	Aliexpress	Shop2660192 Store	2660192
15	Aliexpress	Nasbro Toy Store Store	2785146
16	Aliexpress	KidsWorld Store	2838056
17	Aliexpress	Vicky Dropshipping Store	2945063
18	Aliexpress	ImaginationBaby Store	2947152
19	Aliexpress	Baby Accessories Baby accessories Store Store	2961253
20	Aliexpress	Aniya life Store	2963253
21	Aliexpress	Shop3090119 Store	3090119
22	Aliexpress	Shop3115072 Store	3115072
23	Aliexpress	Chinateral Baby Store	3269002
24	Aliexpress	Cloud Toy Store	3417025
25	Aliexpress	Mummy Baby's Room Store	3429002
26	Aliexpress	Haifeng Official Store	3487001
27	Aliexpress	Shop3675037 Store	3675037
28	Aliexpress	Cheapest Baby & Mother's Store	3861027
29	Aliexpress	MQ World Store	3903027
30	Aliexpress	Everything for the baby Store	3937009
31	Aliexpress	Chengke Toy Funny Store	4242048
32	Aliexpress	DropshippingToys Store	4435042

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
33	Aliexpress	MezoJaoie Store	4463030
34	Aliexpress	BabyCaring Store Store	4487023
35	Aliexpress	MaMaHome Store	4531007
36	Aliexpress	HizoeChu Toy Store	4599006
37	Aliexpress	Search Toy For You Store	4684007
38	Aliexpress	Pleasure Toy World Store	4813186
39	Aliexpress	Good KIDTOYS Store	5045388
40	Aliexpress	Lele-Toys Store	5063065
41	Aliexpress	Francis 001 Store	5079154
42	Aliexpress	Baby-2019 Store	5082224
43	Aliexpress	flyoutdoor Store	5119118
44	Aliexpress	GentleBeast Store	5197007
45	Aliexpress	Mommy&Baby Shopping Store	5245070
46	Aliexpress	Children House Store	5252057
47	Aliexpress	Shop5363178 Store	5363178
48	Aliexpress	MHORLX Store	5477101
49	Aliexpress	F-F Outdoor Cycling & Fitness Equipment Store	5527040
50	Aliexpress	Surprise Toy for gift Store	5588094
51	Aliexpress	MHORLX Legendary Store	5589332
52	Aliexpress	Alisplay Store	5727184
53	Aliexpress	HiBear Store	5729340
54	Aliexpress	Trend Sport-Entertainment Store	5734016
55	Aliexpress	Dollhobbies Store	5881002
56	Aliexpress	Childlike unlimited Store	5884383
57	Aliexpress	Worry-free grocery Store	5960101
58	Aliexpress	NKTIER Official Store	910333079
59	Aliexpress	Little Penguin Toy Store	910554009
60	Aliexpress	SHELL FISH Official Store	910713004
61	Aliexpress	Guai Guai Xiong Toy Store	910927002
62	Aliexpress	baby memories store Store	911122070
63	Aliexpress	WXIC Dropshipping Store	911127055
64	Aliexpress	HS-Kids Park Store	911140124

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
65	Aliexpress	MustB Toy Store	911252066
66	Aliexpress	My Fitness Life Store	911260025
67	Aliexpress	Shop911262098 Store	911262098
68	Aliexpress	52 Physical Culture Store	911291029
69	Aliexpress	6268rovq Store	911408012
70	Aliexpress	Shop911411231 Store	911411231
71	Aliexpress	Shop911424269 Store	911424269
72	Aliexpress	Child Brain game & Mother Global Store	911516065
73	Aliexpress	Shop911573018 Store	911573018
74	Aliexpress	KidTy Club Store	911605822
75	Aliexpress	threee points Store	911607534
76	Aliexpress	MHORLX Dropshipping Store	911642018
77	Aliexpress	Two Two Four Store	911705013
78	Aliexpress	Kids Wonderland 521 Store	911713366
79	Aliexpress	Spongebob Toy Store	911717297
80	Aliexpress	Igoxvte Store	911764702
81	Aliexpress	qinyao interesting Store	911766525
82	Aliexpress	Happily Children Store	911791549
83	Aliexpress	MHORLX UP Store	911797482
84	Aliexpress	Fun Le Toy Store Store	911816169
85	Aliexpress	Toyhouse Travels Store	911825302
86	Aliexpress	FEIMAO0611 Store	911934808
87	Aliexpress	Establishment Store	911966265
88	Aliexpress	Vast Boutique Toy Store	912021133
89	Aliexpress	Do Re Mi 123 Store	912067363
90	Aliexpress	Outdoor 2021 Store	912170257
91	Aliexpress	krendon Store	912187863
92	Aliexpress	Fat-Killer Store	912226367
93	Aliexpress	entertainment -888 store Store	912230212
94	Aliexpress	Unkey123 Store	912267415
95	Aliexpress	Guai Guai Tu Toy Store	912270868
96	Aliexpress	zhongguopinzhijuanju Store	912324038

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
97	Amazon	Hanker For	A10I6B0TAUS1T4
98	Amazon	XIAOHEGUANGZHOU MAOYIYOUXIANGONGSI	A1106LVD1MN5P4
99	Amazon	coco-chocolate uk	A110AZN8HNYBNB
100	Amazon	TianJingRui	A12SX9C86HX7NJ
101	Amazon	bigcheng	A130AV1NEIH1A5
102	Amazon	leipupa-US	A13D61YPUD9KY9
103	Amazon	zhaoyijin	A13M3VSG3S4RKK
104	Amazon	shangkaimaoyi	A14E19CPO01RBG
105	Amazon	duhighg	A14HER4M59LHTP
106	Amazon	xjhmslysm	A15IVFO2N5HV53
107	Amazon	Magic Stone Starry Sky	A16KFNC6T0B3OU
108	Amazon	Haina new Mstar Technology Ltd.	A16WBVKNWR83UY
109	Amazon	zzbyzn	A18MM79C0TTIV3
110	Amazon	Futurelove	A18SUNVRUU4R4D
111	Amazon	鑫鑫US	A19E7EDL9ECX6K
112	Amazon	Boyang Electronics	A1BE2NJD9TGEM3
113	Amazon	ALxmo FFF	A1BQT2T67UGTF3
114	Amazon	sofulaile	A1CNG4EJMIQON9
115	Amazon	XpeshowFun	A1D883TB10Z578
116	Amazon	Make me successful	A1DOR5EOYK4ID9
117	Amazon	tonginaUS	A1DPO4T1F0NOAH
118	Amazon	KINGOL	A1E6FBY6IE1MFR
119	Amazon	qian yi fu zhuang dian	A1EJGQ0EAAPXKW
120	Amazon	MCAGA	A1ETF49UDU6ICH
121	Amazon	SUZHAOYANGylfs	A1FI2EN3YLRLY3
122	Amazon	ZX CV	A1G9IF3QNAKFXB
123	Amazon	Yonganshidiyagedianzishangwuyouxiangongsi	A1GHLY4TNQBKK0
124	Amazon	kalkanstore	A1HI16HZHD254X
125	Amazon	chengduguf	A1KM81TCLM2FB9
126	Amazon	Rubybling Studio	A1LW0CAP22JJKD
127	Amazon	Jiang Ruolan	A1N3FTAH5I999L
128	Amazon	Bombasty	A1N7S10D2NCDE0

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
129	Amazon	CMYcubes	A1NUHN4BXM9KC4
130	Amazon	SXLCLYGS	A1NVKBYSM59MME
131	Amazon	YINGJIEdianz	A1PUFUHDN680NL
132	Amazon	Qingzhuanyun baihuo	A1QWJ9N8UCXVIO
133	Amazon	qingzhuodianliao	A1R9W2HQ4OFKHH
134	Amazon	weishan102929	A1RZPGIUC5NVRI
135	Amazon	KUOqingshangmao	A1SNUHS5GFPO5Q
136	Amazon	Taly	A1UQ9JCYLXX3PO
137	Amazon	WJLBH	A1VYMN3D0ZH20O
138	Amazon	hebeishixunxinikejiyouxiangongsi	A1WUKOX6XCEOEN
139	Amazon	Chengduquiwentinghaikejiyouxiangongsi	A1ZRIPCKNF6FF1
140	Amazon	Magwen226	A22SXWZJ7SJDNS
141	Amazon	ruiqish	A23YLT9R3SR2AL
142	Amazon	meisly	A243OSKASCRPM3
143	Amazon	Timbrigte	A25FLWPK0LX3S0
144	Amazon	CUlcuishangmao	A25KWZR9I01TEK
145	Amazon	yuyanhu US	A25QV79F4L4GIM
146	Amazon	LIAOTI	A267NQQVTSWC85
147	Amazon	Hongchuanglai	A26SNFEIF18U00
148	Amazon	和风文具	A26YV0O1SS3VQ5
149	Amazon	Cecilia SHOP	A27BD6JUDDCPU8
150	Amazon	Magnmag-JP	A28HU2UPPFFZP2
151	Amazon	DYDPOSYSTEM	A2A61CKAVGMC11
152	Amazon	Global Leader Store	A2BLPGOSORWJMZ
153	Amazon	lumingzang	A2DKL12M9L4PIB
154	Amazon	LOVONLIVE	A2EBKT8MSE4B9W
155	Amazon	Gloria STORE	A2ED921Y4IKDO1
156	Amazon	TENGshimaoyi	A2EQYHY7D2Z6RM
157	Amazon	Italy meet	A2FX8VSO1S0A8
158	Amazon	PERFECLAN	A2IZTO71ETFK6W
159	Amazon	qidayun	A2KVUN1DNMYG60
160	Amazon	sunnimix	A2L6D3YVROOSO7



**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
161	Amazon	ZS-WLP	A2LY1436DOH0JZ
162	Amazon	guanlinxiangbao	A2MHSNU4UE6QKN
163	Amazon	Congyixiangbao	A2O90A4HDL0SVK
164	Amazon	Sufeyiyisama	A2PEV5SB9SJZK
165	Amazon	rongkuobaihuodian	A2RA4ENXT25Z8M
166	Amazon	WEARER	A2SBBLU19RIT54
167	Amazon	xieZQ	A2TL9K43HNVCCA
168	Amazon	Creativelyyjh	A2TN7K3VREFOC0
169	Amazon	FIRERO	A2TSP9CM967P7E
170	Amazon	Focuserch	A2U4ESTUM305AE
171	Amazon	mingwangdcb	A2VC44PUDYNX80
172	Amazon	Cestlakader	A2X7NCDPKRJZHT
173	Amazon	yuxin521	A2YWXHETXGZUIE
174	Amazon	Sunlight Boutique	A2Z24GKYZE5NHE
175	Amazon	ORROO	A30D8I8LAP7XE3
176	Amazon	EDDIE-US Store storefront	A314RG1MKIQWBW
177	Amazon	Shao Shuai Ma	A31PVYZZDOCQ5O
178	Amazon	zhazichuanbaihuohang	A34IIC618SKDDZ
179	Amazon	Gobits	A359TNPDVXW42T
180	Amazon	Duan Zhi Shuang	A35GJLVAU10THU
181	Amazon	RT Technology	A35GPH308VOWIY
182	Amazon	TKCOCOMI	A3646Y84E05CES
183	Amazon	MinLia	A36921MXRJULWD
184	Amazon	qisi_MINA	A36O2R27G7VTEV
185	Amazon	GYJDZB	A36P97W6IDEIXM
186	Amazon	HBBT	A37MQ00Q79C8GB
187	Amazon	Mercy N Store	A37O9QZ192WJR7
188	Amazon	RanWuA	A38ICSZM4WQXSL
189	Amazon	Haiku San	A393VP23DGALG5
190	Amazon	liuyage	A397NP9FAVG6UG
191	Amazon	Tootye us	A3A9O9KCD6WLH6
192	Amazon	promise·fko	A3AGLOO41Q0ZP7

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
193	Amazon	YuChunBH	A3CEMVMB2ZOYVC
194	Amazon	24 Hours Online	A3DPAVX7QWQI2F
195	Amazon	barrican	A3ENBUA8GFC14G
196	Amazon	han-yuansu	A3EOU67IU0FNPY
197	Amazon	yiwensm	A3EZ3BO0RSWPQF
198	Amazon	Han River	A3FKUVDXE3MJ2S
199	Amazon	Trysain	A3G8TU9M4G6UNI
200	Amazon	ZZQGWLKE	A3I0Q3U4ZHRAZJ
201	Amazon	cwqf98765	A3IE9MUJ80SBH5
202	Amazon	YunKaiShangMao	A3IMSD1GNRR0IA
203	Amazon	Aphro Direct	A3K1NHMRN5S6L7
204	Amazon	XiaoDianQuKaDiChongWuDian	A3K1STHU2LGGPS
205	Amazon	Hongyuxinchuangkeji	A3K70ON6VV9ZK5
206	Amazon	ZWNYYX	A3KWBJHNDPMOCD
207	Amazon	Pye Electron	A3LCH4W31MJQRM
208	Amazon	liguo-us	A3MLD4ZW21UELW
209	Amazon	Ceny Teck	A3MTA8J029TUJC
210	Amazon	boyandgirlfriend	A3PIML6QMGKA12
211	Amazon	chaodaa	A3QCR3EAHPMZQ
212	Amazon	yuweione	A3TMJWAHF4PDQ9
213	Amazon	ZHZ-Store	A3UD2VCDLTNAFY
214	Amazon	Oujuebaihuo	A3VAPOH3EC1VV0
215	Amazon	Jiaoyifuzhuang	A5M5KKR9XIO0Z
216	Amazon	JuGengDian	A5OFDO6QL31V6
217	Amazon	BOxinkk	A6DCEVQP6R7NC
218	Amazon	RistaHZ	A6GOEVNA475DT
219	Amazon	xuancui	A6RCET0872AHV
220	Amazon	Linyuanpei	A9SJER3EH3SVZ
221	Amazon	liangliang-Q	A9T16PX6TIN7C
222	Amazon	Yatafw	AA3DYCKEZM1BV
223	Amazon	junay	AAXX14AJ4UPHD
224	Amazon	unstash	AB8EZH6H6SLD

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
225	Amazon	HNHBKJ	ABQ2UO41Y02CQ
226	Amazon	Lanfit-shop	AC85SUA3291KZ
227	Amazon	ABCcupletCRISTIAN	ACSB4SQY5VPOV
228	Amazon	IDILA	ACZZ5XTZP70G7
229	Amazon	ICE CY	ADJJ9MMEF8A1Y
230	Amazon	shenzhenshishunhaochangyuanmaoyiyouxiangongsi	AEJ5L6BWQQI3C
231	Amazon	YouPin EU	AF405GZ4HZFFB
232	Amazon	galak	AFKCBTBZ76P38
233	Amazon	TaylorSpender	AFZ30BJVQ2MDP
234	Amazon	Homegarden UK	AGI26BX2WC62D
235	Amazon	Yishu Electronic Technology Co., Ltd	AGNOVCVXF6CH5
236	Amazon	liangZai	AHTJJ6RMKOJD4
237	Amazon	zhengzhoushierqiquguiranbaihuodian	AI1I8X7N933P9
238	Amazon	QINYUE	AI6MXBYKAOA1
239	Amazon	ZXZXC(Delivery in 7-18 days)	AIK2NHUO81RD3
240	Amazon	GuangZhouJianDaiMaoYiYouXianGongSi	AIPKLDTE0J1A
241	Amazon	FFDDH	AJELA5ZBVAQRM
242	Amazon	wnhnb	AKDHYQHJXSCM6
243	Amazon	CHENMEILEI	AKOWM8F6I4FTD
244	Amazon	DartGames	AKQEM49R0XEA3
245	Amazon	Hengruoggm	AL92PECF4VVCO
246	Amazon	yanyandandan	AMT31BZDDPFGA
247	Amazon	MaJianBangShop	AN0KCE2QT44AJ
248	Amazon	lanyizhuobaihuo	AN9D8MXXOO9Z0
249	Amazon	xinchengbaoxiang	ANEWAXUCAIBX7
250	Amazon	Dayllon-UK	ANP4L38G4Y0M3
251	Amazon	Gxbama	AP3FX9H5NK0HB
252	Amazon	jia-100321	AP6BTMFHZKAGC
253	Amazon	juyan123	AQ4IHI7M85T8T
254	Amazon	Popurcloth	AQQCDCFNTFDGE
255	Amazon	neimengguyuebaiqingkemaoyouxiangongsi	AQYEPWMSVWY0T
256	Amazon	kitteny	ARMQTID8ELTHP

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
257	Amazon	coaste	ATREYINV0UYQ1
258	Amazon	Duan Zhi Shuang	AV0X7CYY8Q18N
259	Amazon	yizanshangmao	AVW7XOVIRIHHW
260	Amazon	Anlass-Bukai Co., Ltd	AVZ62KXH5MTB3
261	Amazon	Yanheng Premium Store	AWFXI2LCGVZDI
262	Amazon	AIMEILIIII	AXLWOZQLRC4EW
263	Amazon	CHENTONGSHANGMAO	AXVIRMCRRIH9Q
264	DHgate	galry Store	20249163
265	DHgate	deshano Store	21631187
266	DHgate	the_toy_factory Store	21703863
267	DHgate	yobo_cs Store	21712642
268	eBay	0hk-erumf7bx	0hk-erumf7bx
269	eBay	5_26600	5_26600
270	eBay	alpinetopline	alpinetopline
271	eBay	angelapretty	angelapretty
272	eBay	artdow0	artdow0
273	eBay	beautiful_charm88	beautiful_charm88
274	eBay	bosity	bosity
275	eBay	brilliant-pa	brilliant-pa
276	eBay	british.electronics	british.electronics
277	eBay	c-fashion2020	c-fashion2020
278	eBay	cbincnm	cbincnm
279	eBay	cici-go	cici-go
280	eBay	ciciela	ciciela
281	eBay	cindia	cindia
282	eBay	colortop9	colortop9
283	eBay	creativesings	creativesings
284	eBay	dailydealuk	dailydealuk
285	eBay	e2wholesale	e2wholesale
286	eBay	electronichome2016	electronichome2016
287	eBay	faithchina	faithchina
288	eBay	fashion-avenuess	fashion-avenuess

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
289	eBay	fashion-club	fashion-club
290	eBay	fashion-gardener	fashion-gardener
291	eBay	five512twelve	five512twelve
292	eBay	focus_on_mall	focus_on_mall
293	eBay	followstep	followstep
294	eBay	footful_mall	footful_mall
295	eBay	fourfold444	fourfold444
296	eBay	goldbird333	goldbird333
297	eBay	guaha-65	guaha-65
298	eBay	handmademall	handmademall
299	eBay	hbjsxix	hbjsxix
300	eBay	henuoshengwu	henuoshengwu
301	eBay	hsskbdfn_0	hsskbdfn_0
302	eBay	huixang2	huixang2
303	eBay	i-fashion2020	i-fashion2020
304	eBay	j.garden-2	j.garden-2
305	eBay	jennysun2013	jennysun2013
306	eBay	jewelry_supplier	jewelry_supplier
307	eBay	jfdxfybq-0	jfdxfybq-0
308	eBay	jindia	jindia
309	eBay	joys2581	joys2581
310	eBay	kaiqin_73	kaiqin_73
311	eBay	kingsgirlstore	kingsgirlstore
312	eBay	koreyoshi239	koreyoshi239
313	eBay	lbba6213	lbba6213
314	eBay	lerenet	lerenet
315	eBay	lilyflower2020	lilyflower2020
316	eBay	lovebunnies09	lovebunnies09
317	eBay	loviver_us	loviver_us
318	eBay	luoxu-9888	luoxu-9888
319	eBay	meili.jgarden	meili.jgarden
320	eBay	minnie1025	minnie1025

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
321	eBay	motorpartsvalue	motorpartsvalue
322	eBay	newagecompany	newagecompany
323	eBay	o-fashion2020	o-fashion2020
324	eBay	onemoretime36566	onemoretime36566
325	eBay	patna-3827	patna-3827
326	eBay	phoebelyshop	phoebelyshop
327	eBay	power.st3	power.st3
328	eBay	sfcdirect	sfcdirect
329	eBay	shang-cn6	shang-cn6
330	eBay	shiningweddingdeals	shiningweddingdeals
331	eBay	smoothlyve-41	smoothlyve-41
332	eBay	sumeizhao	sumeizhao
333	eBay	sunflower7749	sunflower7749
334	eBay	sunny-findings	sunny-findings
335	eBay	sunny-planet168	sunny-planet168
336	eBay	sunnystore189376	sunnystore189376
337	eBay	tianmen.mountain	tianmen.mountain
338	eBay	tinklingthing	tinklingthing
339	eBay	triple8889	triple8889
340	eBay	uptogethertek	uptogethertek
341	eBay	viewviewbaby	viewviewbaby
342	eBay	warm-tech	warm-tech
343	eBay	wasteim	wasteim
344	eBay	wen5764	wen5764
345	eBay	westsmartshop	westsmartshop
346	eBay	wonderful-shop88	wonderful-shop88
347	eBay	wutai.mountain	wutai.mountain
348	eBay	xiaonangu	xiaonangu
349	eBay	xixi_style	xixi_style
350	eBay	yogee-mall	yogee-mall
351	Shopify	<a href="http://meidongofficial.com">meidongofficial.com</a>	<a href="http://meidongofficial.com">meidongofficial.com</a>
352	Shopify	<a href="http://skulturban.com">skulturban.com</a>	<a href="http://skulturban.com">skulturban.com</a>

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
353	Shopify	<a href="http://vjoy.co.uk">vjoy.co.uk</a>	<a href="http://vjoy.co.uk">vjoy.co.uk</a>
354	Walmart	Baoblaze	101083587
355	Wish	everdayed	5343c008b9ee843df20f782a
356	Wish	Mortal Lifestyle Group	5484fa1b9cb922f04cdf342
357	Wish	STARDE FAREAST LTD	54cb2eb6af2aae6c47264702
358	Wish	weixiao	562e4c1c5b47960fd564ce69
359	Wish	Ancient-pure-point	571de4868ec7135953f2b862
360	Wish	homewell	57304c3a3a698c2249157469
361	Wish	ledibang	577cc9f4fc06c374790f3a49
362	Wish	helan	5780b28b68116410dbaf40a2
363	Wish	xingyi	5780c036ea637711923bfed3
364	Wish	lanjunyi	578897370cb30d21a945fcfe
365	Wish	wxkjgsrr	57a6be143c28481db009f4c5
366	Wish	Shenzhen Dachan Technology Co., Ltd	5818cb34a642e03dec4ef43d
367	Wish	tanxindedian	584436a49b8e404d365fa66d
368	Wish	WeiyelIndustry	58ca2812f2579750f5b2424c
369	Wish	Prettyia	58d0eaa478bdec15732c1f6a
370	Wish	Baoblade	58d8ec26d929c652c2c04b20
371	Wish	SunniMix	58dcde249b324c53585d20e2
372	Wish	The Modern Silk Road	593fed047fe241488b8b7c14
373	Wish	city2017	597dc07321187f209961fb7a
374	Wish	wangchua_shop	59c64b6230e1f338c820f685
375	Wish	jiasheng_shop	59f866aad7a914837dff539
376	Wish	xiang666	5a139e609aee094dfb516e0c
377	Wish	Soctuem	5a1e8d72dd03294d5d3c9721
378	Wish	Bigoot	5a290e395c1d2872909a5391
379	Wish	JJJagang	5a34c1b6ef626b6706df8055
380	Wish	sunshine_shui	5a9f6fbc67d25c435f1f7cf5
381	Wish	qiqima	5aabc896a71fbf362e59715e
382	Wish	ConvergeHui	5aaf3775db5f1f202c3ea9f8
383	Wish	lijianlove	5aaf5de142159518944afbe7
384	Wish	JackShenjie	5aaf71c2a71fbf407f0ae44a

**SCHEDULE A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Merchant Name</b>	<b>Merchant ID</b>
385	Wish	jingjingz_liu	5ab24ee154bd097ceea6b12
386	Wish	Children's fun leather suitcase	5b6c03558623c012c7c359cf
387	Wish	Ananssin	5b6d2b48dd0e313d514610c4
388	Wish	Happy handicrafts store	5b87c1bd9996c86320416c42
389	Wish	chiwanji	5d3fd83570327a12c0693493
390	Wish	kowaku	5d43dd548388974df73da7ca
391	Wish	daxuanji	5d47b8d34f7ba73b45d739db
392	Wish	milageto	5d47bdd2f3886b56a575712e
393	Wish	lacooppia	5d50d89e152754424cad4f31
394	Wish	ZInbor-8	5dc927b74b0ae7758c00d88f
395	Wish	ZhuxinY	5e7d9a3a355e4e574dd2ff83
396	Wish	yanshuo	5eb3c25606fc391e34e51a00
397	Wish	wangwenhao1	5eb63ee36de0152f04573596
398	Wish	intaketower	5f8dbe624077e1a13bfec24d
399	Wish	TureAling	603603e2db7add223d6b038d
400	Wish	buios	60500d96a854da04c283854d
401	Wish	lizuzhen123	606469f9fb3850c6b7b8c961
402	Wish	zkccmol	60767a62372deb60c872d026
403	Wish	gugugushop	607bb0c9a659d50bc05b130b
404	Wish	spdbbsj	608e3ba9313c240052db6755



## **EXHIBIT 1**

# United States of America

United States Patent and Trademark Office

# POPDARTS

**Reg. No. 6,497,588**

**Registered Sep. 28, 2021**

**Int. Cl.: 28**

**Trademark**

**Principal Register**

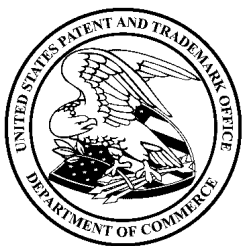
PD Games, LLC (PENNSYLVANIA LIMITED LIABILITY COMPANY)  
236 Providence Hill Rd  
Coatesville, PENNSYLVANIA 19320

CLASS 28: Party games

FIRST USE 5-8-2020; IN COMMERCE 10-29-2020

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 90-293,771, FILED 11-02-2020



*Dennis H. H. H.*

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**Registration #:** VA0002266901  
**Service Request #:** 1-10841137631

## Mail Certificate

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PD Games, LLC  
Jason Carman  
236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Priority:** Special Handling

**Application Date:** September 15, 2021

## Correspondent

---

**Organization Name:** PD Games, LLC  
**Name:** Jason Carman  
**Email:** elfcopyrighthelper@gmail.com  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Registration Number**  
**VA 2-266-901**  
**Effective Date of Registration:**  
September 15, 2021  
**Registration Decision Date:**  
September 16, 2021

## Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

**For Photographs Published:** February 01, 2021 to July 01, 2021

### Title

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**Title of Group:** PopDarts Product Pictures 2021  
**Number of Photographs in Group:** 14

- **Individual Photographs:** PopDarts-1 02.01.2021,  
PopDarts-12 02.01.2021  
**Published:** February 2021
- **Individual Photographs:** PopDarts-3 03.01.2021,  
PopDarts-4 03.01.2021,  
PopDarts-8 03.01.2021  
**Published:** March 2021
- **Individual Photographs:** PopDarts-5 04.01.2021,  
PopDarts-9 04.01.2021,  
PopDarts-10 04.01.2021  
**Published:** April 2021
- **Individual Photographs:** PopDarts-14 05.01.2021,  
PopDarts-15 05.01.2021,  
PopDarts-16 05.01.2021  
**Published:** May 2021
- **Individual Photographs:** PopDarts-6 07.01.2021,  
PopDarts-7 07.01.2021,  
PopDarts-13 07.01.2021  
**Published:** July 2021

### Completion/Publication

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**Year of Completion:** 2021  
**Earliest Publication Date in Group:** February 01, 2021  
**Latest Publication Date in Group:** July 01, 2021  
**Nation of First Publication:** United States

## Author

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- **Author:** PD Games, LLC  
**Author Created:** photographs  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

---

**Copyright Claimant:** PD Games, LLC  
236 Providence Hill Rd, Coatesville, PA, 19320, United States

## Rights and Permissions

---

**Organization Name:** PD Games, LLC  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

## Certification

---

**Name:** Jessica Delos Santos  
**Date:** September 15, 2021

---

**Copyright Office notes:** Regarding title information: Deposit contains complete list of titles that correspond to the individual photographs included in this group.

Regarding group registration: A group of published photographs may be registered on one application with one filing fee only under limited circumstances. ALL of the following are required: 1. All photographs (a) were created by the same author AND (b) are owned by the same copyright claimant AND (c) were published in the same calendar year AND 2. The group contains 750 photographs or less AND 3. A sequentially numbered list of photographs containing the title, file name and month of publication for each photograph included in the group must be uploaded along with other required application materials. The list must be submitted in an approved document format such as .XLS or .PDF. The file name for the numbered list must contain the title of the group and the Case Number assigned to the application.

**Registration #:** VA0002267156  
**Service Request #:** 1-10844364531

## Mail Certificate

---

PD Games, LLC  
Jason Carman  
236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Priority:** Special Handling

**Application Date:** September 16, 2021

## Correspondent

---

**Organization Name:** PD Games, LLC  
**Name:** Jason Carman  
**Email:** elfcopyrighthelper@gmail.com  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Registration Number**  
**VA 2-267-156**  
**Effective Date of Registration:**  
September 16, 2021  
**Registration Decision Date:**  
September 17, 2021

## Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

**For Photographs Published:** October 01, 2020 to October 01, 2020

### Title

---

**Title of Group:** PopDarts Product Pictures 2020  
**Number of Photographs in Group:** 2

- Individual Photographs:** PopDarts-2 10.01.2020,  
PopDarts-11 10.01.2020  
**Published:** October 2020

### Completion/Publication

---

**Year of Completion:** 2020  
**Earliest Publication Date in Group:** October 01, 2020  
**Latest Publication Date in Group:** October 01, 2020  
**Nation of First Publication:** United States

### Author

---

- Author:** PD Games, LLC  
**Author Created:** photographs  
**Work made for hire:** Yes  
**Citizen of:** United States

### Copyright Claimant

---

**Copyright Claimant:** PD Games, LLC  
236 Providence Hill Rd, Coatesville, PA, 19320, United States

### Rights and Permissions

---



**Organization Name:** PD Games, LLC  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

## Certification

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**Name:** Jessica Delos Santos  
**Date:** September 16, 2021

---

**Copyright Office notes:** Regarding title information: Deposit contains complete list of titles that correspond to the individual photographs included in this group.

Regarding group registration: A group of published photographs may be registered on one application with one filing fee only under limited circumstances. ALL of the following are required: 1. All photographs (a) were created by the same author AND (b) are owned by the same copyright claimant AND (c) were published in the same calendar year AND 2. The group contains 750 photographs or less AND 3. A sequentially numbered list of photographs containing the title, file name and month of publication for each photograph included in the group must be uploaded along with other required application materials. The list must be submitted in an approved document format such as .XLS or .PDF. The file name for the numbered list must contain the title of the group and the Case Number assigned to the application.

**Registration #:** PAu004099362  
**Service Request #:** 1-10841080932

## Mail Certificate

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PD Games, LLC  
Jason Carman  
236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Priority:** Special Handling

**Application Date:** September 15, 2021

## Correspondent

---

**Organization Name:** PD Games, LLC  
**Name:** Jason Carman  
**Email:** jason@popdartsgame.com  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

Registration Number

**PAu 4-099-362**

Effective Date of Registration:

September 15, 2021

Registration Decision Date:

September 16, 2021

## Title

---

**Title of Work:** PopDarts-Video-6 04.01.2021

## Completion/Publication

---

**Year of Completion:** 2021

## Author

---

- **Author:** PD Games, LLC  
**Author Created:** entire motion picture  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

---

**Copyright Claimant:** PD Games, LLC  
236 Providence Hill Rd, Coatesville, PA, 19320, United States

## Rights and Permissions

---

**Organization Name:** PD Games, LLC  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

## Certification

---

**Name:** Jessica Delos Santos  
**Date:** September 15, 2021

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**Correspondence:** Yes

**Registration #:** PAu004099609  
**Service Request #:** 1-10841080577

## Mail Certificate

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PD Games, LLC  
Jason Carman  
236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Priority:** Special Handling

**Application Date:** September 16, 2021

## Correspondent

---

**Organization Name:** PD Games, LLC  
**Name:** Jason Carman  
**Email:** elfcopyrighthelper@gmail.com  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Registration Number**

**PAu 4-099-609**

**Effective Date of Registration:**

September 16, 2021

**Registration Decision Date:**

September 17, 2021

## Title

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**Title of Work:** PopDarts-Video-2 03.01.2021

## Completion/Publication

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**Year of Completion:** 2021

## Author

---

- **Author:** PD Games, LLC
- Author Created:** entire motion picture
- Work made for hire:** Yes
- Citizen of:** United States

## Copyright Claimant

---

**Copyright Claimant:** PD Games, LLC  
236 Providence Hill Rd, Coatesville, PA, 19320, United States

## Rights and Permissions

---

**Organization Name:** PD Games, LLC  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

## Certification

---

**Name:** Jessica Delos Santos  
**Date:** September 16, 2021

---

**Registration #:** PAu004099364  
**Service Request #:** 1-10841039221

## Mail Certificate

---

PD Games, LLC  
Jason Carman  
236 Providence Hill Rd  
Coatesville, PA 19320 United States

**Priority:** Special Handling

**Application Date:** September 15, 2021

## Correspondent

---

**Organization Name:** PD Games, LLC  
**Name:** Jason Carman  
**Email:** jason@popdartsgame.com  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

Registration Number

**PAu 4-099-364**

Effective Date of Registration:

September 15, 2021

Registration Decision Date:

September 16, 2021

## Title

---

**Title of Work:** PopDarts-Video-1 02.01.2021

## Completion/Publication

---

**Year of Completion:** 2021

## Author

---

- **Author:** PD Games, LLC
- Author Created:** entire motion picture
- Work made for hire:** Yes
- Citizen of:** United States

## Copyright Claimant

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**Copyright Claimant:** PD Games, LLC  
236 Providence Hill Rd, Coatesville, PA, 19320, United States

## Rights and Permissions

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**Organization Name:** PD Games, LLC  
**Address:** 236 Providence Hill Rd  
Coatesville, PA 19320 United States

## Certification

---

**Name:** Jessica Delos Santos  
**Date:** September 15, 2021

---



**Correspondence:** Yes