

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

CRAYOLA PROPERTIES, INC.,

Plaintiff,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 20-cv-06593

Judge Harry D. Leinenweber


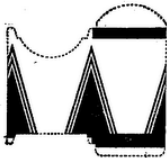
Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER


THIS CAUSE being before the Court on Plaintiff Crayola Properties, Inc.’s (“Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (the “Seller Aliases”).

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of Plaintiff’s federally registered trademarks (“CRAYOLA Trademarks”) to residents of Illinois. A list of the CRAYOLA Trademarks is included in the below chart.

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Registration No.	Trademark	Goods and Services
1,105,850		<p>For: Paint in class 002.</p> <p>For: Artists' painting paper; crayons; coloring sheets and coloring books in class 016.</p> <p>For: Children's play craft kits in class 028.</p>
717,196		<p>For: Crayons and chalk in class 016.</p>
641,294	CRAYOLA	<p>For: Finger paint in class 002.</p>
644,752	CRAYOLA	<p>For: Crayons in class 016.</p>
987,896	CRAYOLA	<p>For: Chalk for drawing and writing purposes in class 016.</p>
1,088,807	CRAYOLA	<p>For: Toy-namely, craft kits in class 028.</p>
1,089,181	CRAYOLA	<p>For: Art kits containing clay in class 016.</p>
1,090,330	CRAYOLA	<p>For: Markers in class 016.</p>
1,146,580	CRAYOLA	<p>For: Water colors in class 002.</p>
1,156,890	CRAYOLA	<p>For: Paints for artists and children in class 002.</p>

1,116,380	CRAYOLA	For: Art kit containing paint in class 016.
1,160,926	CRAYOLA	For: Art and craft and stationery adhesives, such as white paste and glue in class 016.
1,173,166	CRAYOLA	For: Art and craft paints and art and craft brushes sold in the form of kits containing a brush and paint; paper for art and craft painting or coloring in class 016.
1,279,429	CRAYOLA	<p>For: Paints; colors in class 002.</p> <p>For: Chalk; crayons; crayon sharpeners; markers; modeling clay; art kits, art supplies and art materials comprising art brushes, art rubbing boards, art supplies and materials carrying cases, art drawing paper, art guide sheets and instructions, chalkboards, tables constructed to hold easels upright, easels, erasers, pencils, retainer trays for art materials and supplies, sketch pads, stencils, tracing paper, coloring kits, supplies and materials comprising coloring instructions, coloring books, pre-printed drawing sheets, wipe clean coloring surfaces; play books; coloring books; craft kits, craft supplies and craft materials for children and young people comprising art and craft glue, craft project booklets, worksheets and instructions, craft materials and supplies carrying pouches, craft drawing boards, construction paper, pre-printed and plain drawing paper, painting medium, playboards, scissors, tracing paper, wipe-off game boards in class 016.</p> <p>For: Hobby kits comprising crayoning and coloring games, game materials retainer trays, game instructions in class 028.</p>
4,361,571	CRAYOLA	For: Drawing toys in class 028.
5,966,044	SCRIBBLE SCRUBBIE	For: Art activity kits containing washable marker pens in class 016.

		For: Art activity kits containing toy figurines in class 028.
560,758		For: Plastic known as organosilicon designed and sold for use as a modeling clay and amusement device by children in class 028.
4,237,806	SILLY PUTTY	For: Plastic known as organosilicon designed and sold for use as a modeling clay and amusement device by children, namely, toy putty in class 028.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted. Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the CRAYOLA Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the CRAYOLA Trademarks, and (3) Defendants’ use of the CRAYOLA Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Plaintiff. Furthermore, Defendants’ continued and unauthorized use of the CRAYOLA Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary

Injunction to dispel the public confusion created by Defendants' actions. As such, this Court orders that:

1. 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 and preliminarily enjoined and restrained from:
 - a. using the CRAYOLA Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Crayola product or not authorized by Plaintiff to be sold in connection with the CRAYOLA Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Crayola product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the CRAYOLA Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the CRAYOLA Trademarks and damaging Plaintiff's goodwill; and
 - e. manufacturing, 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 of Plaintiff's trademarks, including the

CRAYOLA Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), and ContextLogic Inc. d/b/a Wish.com ("Wish.com") (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Alibaba,

Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff’s request, those with notice of the injunction, including Third Party Providers as defined in Paragraph 2, shall within ten (10) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the CRAYOLA Trademarks.
4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants’ Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Al Mauro, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.
6. Plaintiff is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related to:

- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
- b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Plaintiff is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

7. Plaintiff may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Al Mauro and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances

to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Al Mauro [14], and the TRO [23] are unsealed.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.
10. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

Dated: December 17, 2020



Harry D. Leinenweber
United States District Judge

**Crayola Properties, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule
"A" - Case No. 20-cv-06593**

Schedule A

No.	Seller Aliases
1	belle's fashionable store
3	NO. 91 Store
5	Mehofoto Backdrop Store
7	TOYS-Store
9	Friendship Without Boundaries Store
11	XIAO-Glittering Store
13	Megan Store
15	Gyro Toy Store
17	mimi toy store
19	Enjoying+UU Store
21	Funny Childhood House Store
23	My kitchen Life Store
25	Your Dearest Computer Store
27	MR-ZHANG Store
29	world in my eyes store
31	Baby Q Store
33	Toy & Mommy Loving Store
35	Kenna's Baby Store
37	Delicate-girl Store
39	Lulala Store
41	BabyCastle 2019 Store
43	Allenjoy Dreamy Works Store
45	Vikey Mother and Baby Store
47	Fun Toy World Store
49	Shenzhen oscar peng Trade ltd
51	Shop910318314 Store
53	Elevin09
55	chefensty
57	ANDIYANG
59	minansostey
61	WE-POLUJ
63	extraxp
65	sanhotronis
67	love my angel

No.	Seller Aliases
2	Toy Top Shop
4	Jewelry Mall -Moonar
6	JOYJION Store
8	Jady's Phone Accessory Store
10	Cheap Products
12	Hi Tech Electronic Store
14	Lesion Toy Store
16	LIYUAN Official Store
18	Bajoy Store
20	Baby home NO.1
22	MOMMY'S BABY Store
24	saizhi toy store
26	Digital Electrons World Store
28	Shangpin lifestyle Store
30	LIQNYI Official Store
32	Baby BI BI Store
34	For your Lover Store
36	Holidayplaytoys Store
38	SQ Quality Digital Store
40	Growth Garden Store
42	backgroundsupplier Store
44	Baby Clothes2019 Store
46	InMemory Official Store
48	Welcome to Mommy Baby Store
50	Shop900251475 Store
52	Shop910565210 Store
54	ANLIANGHE
56	Lutun US
58	CAOREN
60	kiimkiim
62	ebcaup555
64	patapom
66	xinrong95
68	simplelife2017

No.	Online Marketplaces
1	aliexpress.com/store/1081127
3	aliexpress.com/store/1244017
5	aliexpress.com/store/1758308
7	aliexpress.com/store/1871065
9	aliexpress.com/store/1938028
11	aliexpress.com/store/2088031
13	aliexpress.com/store/2672055
15	aliexpress.com/store/3003049
17	aliexpress.com/store/3216016
19	aliexpress.com/store/3223089
21	aliexpress.com/store/3518038
23	aliexpress.com/store/433871
25	aliexpress.com/store/4443039
27	aliexpress.com/store/4610053
29	aliexpress.com/store/4996136
31	aliexpress.com/store/5007022
33	aliexpress.com/store/5008351
35	aliexpress.com/store/5030082
37	aliexpress.com/store/5083494
39	aliexpress.com/store/5120153
41	aliexpress.com/store/5150090
43	aliexpress.com/store/5375143
45	aliexpress.com/store/5432212
47	aliexpress.com/store/5560164
49	aliexpress.com/store/718327
51	aliexpress.com/store/910318314
53	amazon.com/sp?seller=A1NE7EP7NCJCJH
55	amazon.com/sp?seller=A30Z58AEHR8JOM
57	amazon.com/sp?seller=A382RKPDFS3ME
59	amazon.com/sp?seller=ACX3XQVY1MQNV
61	amazon.com/sp?seller=AVX46WFTZB7BE
63	ebay.com/usr/extraxp
65	ebay.com/usr/sanhotronis
67	wish.com/merchant/56d960a3d30d44338d07e5d4

No.	Online Marketplaces
2	aliexpress.com/store/1159671
4	aliexpress.com/store/1751466
6	aliexpress.com/store/1815669
8	aliexpress.com/store/1921298
10	aliexpress.com/store/1957200
12	aliexpress.com/store/2438005
14	aliexpress.com/store/2676024
16	aliexpress.com/store/3056025
18	aliexpress.com/store/3223076
20	aliexpress.com/store/346015
22	aliexpress.com/store/3879011
24	aliexpress.com/store/4409036
26	aliexpress.com/store/4537015
28	aliexpress.com/store/4621007
30	aliexpress.com/store/4999028
32	aliexpress.com/store/5007182
34	aliexpress.com/store/5020212
36	aliexpress.com/store/5058063
38	aliexpress.com/store/5098034
40	aliexpress.com/store/5127051
42	aliexpress.com/store/5252130
44	aliexpress.com/store/5431246
46	aliexpress.com/store/5486177
48	aliexpress.com/store/5792346
50	aliexpress.com/store/900251475
52	aliexpress.com/store/910565210
54	amazon.com/sp?seller=A269COU8R7C6AS
56	amazon.com/sp?seller=A35O3UATLBI0CD
58	amazon.com/sp?seller=A3NJDQB08FBT5V
60	amazon.com/sp?seller=ALL5UATNH3367
62	ebay.com/usr/ebcaup555
64	ebay.com/usr/patapom
66	ebay.com/usr/xinrong95
68	wish.com/merchant/58eb8640da46a3105a2d5ee9