

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

CJ Products LLC	)	
	)	Case No. 22-cv-515
v.	)	
	)	Judge: Hon.
THE PARTNERSHIPS and	)	
UNINCORPORATED ASSOCIATIONS	)	Magistrate: Hon.
IDENTIFIED ON SCHEDULE "A"	)	
_____	)	

**COMPLAINT**

Plaintiff CJ Products LLC ("CJ Products"), hereby files this Complaint for, *inter alia*, trademark infringement, counterfeiting, and related claims against Defendants, on personal knowledge as to Plaintiff's own activities and on information and belief as to the activities of others:

**The Parties**

1. CJ Products LLC is a California Limited Liability Company that maintains its principal place of business at 2045 Corte Del Nogal, Carlsbad CA 92011.

2. Defendants identified on Schedule "A" are all believed to be individuals and unincorporated business associations who, upon information and belief, reside in foreign jurisdictions. The true names, identities, and addresses of Defendants are currently unknown.

3. Defendants conduct their illegal operations through fully interactive commercial websites hosted on various e-commerce sites, such as Amazon, eBay, Wish, DHGate, Tophat, Alibaba, AliExpress, etc. ("Infringing Websites" or "Infringing Webstores"). Each Defendant targets consumers in the United States, including the State of Illinois, and has offered to sell and,

on information and belief, has sold and continues to sell counterfeit products that violate Plaintiff's intellectual property rights ("Counterfeit Products") to consumers within the United States, including the State of Illinois and Northern District of Illinois. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

4. Through their operation of the Infringing Webstores, Defendants are directly and personally contributing to, inducing, and engaging in the sale of Counterfeit Products as alleged, oftentimes as partners, co-conspirators, and/or suppliers. Upon information and belief, Defendants are an interrelated group of counterfeiters working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell Counterfeit Products. Defendants intentionally conceal their identities and the full scope of their counterfeiting operations in an effort to deter Plaintiff from learning Defendants' true identities and the exact interworking of Defendants' illegal counterfeiting operations. The identities of these Defendants are presently unknown. If their identities become known, Plaintiff will promptly amend this Complaint to identify them.

### **Jurisdiction and Venue**

5. This is an action for trademark counterfeiting and trademark infringement and unfair competition and false designation of origin arising under the Trademark Act of 1946, 15 U.S.C. §§ 1051, et seq., as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473 (October 12, 1984), the Anti-Counterfeiting Consumer Protection Act of 1996, Pub. L. 104-153 (July 2, 1996), and the Prioritizing Resources and Organization for Intellectual Property Act of 2007, H.R. 4279 (October 13, 2008) (the "Lanham Act"), and for unlawful and deceptive acts and practices under the laws of the State of Illinois.

6. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332, and 1338(a) and (b); and 15 U.S.C. §§ 1116 and 1121. This Court has jurisdiction, pursuant to the principles of supplemental jurisdiction and 28 U.S.C. § 1367, over Plaintiff's claims for unlawful and deceptive acts and practices under the laws of the State of Illinois.

7. This Court has personal jurisdiction over Defendants in that they transact business in the State of Illinois and in the Northern District of Illinois.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 in that the Defendants are entities or individuals subject to personal jurisdiction in this District. Venue is also proper in this District because a substantial part of the events or omissions giving rise to the claims occurred in this District and Defendants directly target business activities towards consumers in the State of Illinois.

### **Background Facts**

9. Plaintiff is engaged in the business of manufacturing, distributing, and retailing PILLOW PETS, which are high quality plushies that also convert into pillows, including within the Northern District of Illinois District (collectively, the "Plaintiff Products") under the federally registered trademarks identified in Paragraph 10, below. Defendants' sales of Counterfeit Products in violation of Plaintiff's intellectual property rights are irreparably damaging Plaintiff.

10. Plaintiff is the owner of all rights, title, and interest in and to, *inter alia*, the PILLOW PETS mark, U.S. Reg. No. 4139534 (the "Mark"). The registration is valid, subsisting, unrevoked, uncanceled, and incontestable pursuant to 15 U.S.C. § 1065. The registration for the Mark constitutes prima facie evidence of validity and of Plaintiff's exclusive right to use the

Mark pursuant to 15 U.S.C. § 1057(b). A genuine and authentic copy of the U.S. federal trademark registration certificate for the PILLOW PETS Marks are attached as Exhibit 1.

11. Plaintiff is the owner of all rights, title, and interest in and to, *inter alia*, the PILLOW PETS Copyrights, Registrations V3602D335, VA3628D868, VA0001674371, VA0001674372, VA0001674373, VA0001674375, VA0001674376, VA0001674379, VA0001679221, VA0001679223, VA0001715248, VA0001715257, VA0001715272, A0001715276, VA0001715277, and VA0001715278 (the “Copyrights”). The aforementioned registrations are valid, subsisting, unrevoked and uncanceled. Plaintiff also owns common law rights in these and other copyrights for use in connection the PILLOW PETS products. A listing of the U.S. federal copyright registration for the above-listed Copyrights is attached hereto as Exhibit 2.

12. Plaintiff’s brand, symbolized by the PILLOW PETS Mark, is a recognized symbol of high-quality multi tools. As detailed below, Plaintiff has been using the PILLOW PETS Mark in connection with the advertising and sale of Plaintiff’s Products in interstate and foreign commerce, including commerce in the State of Illinois and the Northern District of Illinois.

13. The PILLOW PETS Mark has been widely promoted throughout the United States. Consumers, potential consumers, and other members of the public not only associate Plaintiff’s products with exceptional materials, style, and workmanship, but also recognize the Plaintiff’s products sold in the United States originate exclusively with Plaintiff.

14. As of the date of this filing, Plaintiff’s products are sold online and in retail establishments throughout the world.

15. Plaintiff maintains quality control standards for all PILLOW PETS Products. Genuine PILLOW PETS Plaintiff Products are distributed through a network of distributors and retailers, as well as Plaintiff’s online sales, via webstores such as Amazon.com. Sales of PILLOW PETS

Products via the web and legitimate webstores represent a significant portion of Plaintiff's business. The website features proprietary content, images, and designs exclusive to Plaintiff.

16. The PILLOW PETS Mark is highly visible and distinctive worldwide symbol of excellence in quality and uniquely associated with Plaintiff and, as a result, Plaintiff Products bearing the PILLOW PETS Mark have significant sales.

17. The PILLOW PETS Mark has never been assigned or licensed to any of the Defendants in this matter.

18. The PILLOW PETS Mark is a symbol of Plaintiff's quality, reputation, and goodwill and has never been abandoned.

19. Further, Plaintiff has expended substantial time, money, and other resources developing, advertising, and otherwise promoting the PILLOW PETS Mark.

20. Upon information and belief, at all times relevant hereto, Defendants in this action have had full knowledge of Plaintiff's ownership of the PILLOW PETS Mark, including its exclusive right to use and license such intellectual property and the goodwill associated therewith.

21. In or around December 2021, Plaintiff identified the PILLOW PETS Mark on the Infringing Webstores and Counterfeit Products designed to resemble authorized retail Internet stores selling genuine PILLOW PETS Products that Defendants had reproduced, displayed, and distributed without authorization or license from Plaintiff in violation of the PILLOW PETS Mark.

22. Defendants' use of the Mark 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.

23. Defendants have manufactured, imported, distributed, offered for sale, and sold Counterfeit Products using the PILLOW PETS trademarks and continue to do so.

24. Defendants, without authorization or license from Plaintiff, knowingly and willfully used and continue to use the PILLOW PETS Mark in connection with the advertisement, offer for sale, and sale of the Counterfeit Products, through, *inter alia*, the Internet. The Counterfeit Products are not genuine PILLOW PETS Plaintiff Products. The Plaintiff did not manufacture, inspect, or package the Counterfeit Products and did not approve the Counterfeit Products for sale or distribution. Each Infringing Webstore 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.

25. Defendants falsely advertise the sale of authentic PILLOW PETS Products through the Infringing Webstores, often by stealing and copying Plaintiff's copyrighted images and photographs of Plaintiff's genuine Products in violation of the Plaintiff copyrights. Defendants' Infringing Webstore listings appear to unknowing consumers to be legitimate webstores and listings, authorized to sell genuine PILLOW PETS Plaintiff Products.

26. Defendants also deceive unknowing consumers by using the PILLOW PETS Mark without authorization within the content, text, and/or meta tags of the listings on Infringing Webstores in order to attract various search engines crawling the Internet looking for websites relevant to consumer searches for PILLOW PETS Products and in consumer product searches within the Webstores.

27. Defendants go to great lengths to conceal their true identities and often use multiple fictitious names and addresses to register and operate the Infringing Webstores. Upon information and belief, Defendants regularly create new Webstores on various platforms using the identities listed in Schedule “A” to the Complaint, as well as other unknown fictitious names and addresses. Such registration patterns are one of many common tactics used by the Defendants to conceal their identities and the full scope and interworking of their illegal counterfeiting operations and to prevent the Infringing Webstores from being disabled.

28. Upon information and belief, Defendants will continue to register or acquire listings for the purpose of selling Counterfeit Products that infringe upon the PILLOW PETS Mark unless preliminarily and permanently enjoined.

29. Plaintiff has no adequate remedy at law.

**COUNT ONE**  
**FEDERAL TRADEMARK COUNTERFEITING AND INFRINGEMENT**  
**(15 U.S.C. §1114)**

30. The Plaintiff repeats and realleges the foregoing allegations above as if fully set forth herein.

31. The Plaintiff’s Mark and the goodwill of the business associated with it in the United States and throughout the world are of great and incalculable value. The Mark is highly distinctive and has become universally associated in the public mind with Plaintiffs’ Products and related services. Consumers associate the Plaintiff’s Mark with the Plaintiff as the source of the very highest quality products.

32. Without the Plaintiff’s authorization or consent, and having knowledge of the Plaintiff’s well-known and prior rights in the Plaintiff’s Mark and the fact that Defendants’

Counterfeit Products are sold using marks which are identical or confusingly similar to the Plaintiff's Mark, the Defendants have manufactured, distributed, offered for sale, and/or sold the Counterfeit Products to the consuming public in direct competition with Plaintiff's sale of genuine Plaintiff Products, in or affecting interstate commerce.

33. Defendants' use of copies or approximations of the Plaintiff's Mark in conjunction with Defendant's Counterfeit Products is likely to cause and is causing confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products and is likely to deceive the public into believing the Counterfeit Products being sold by Defendants originate from, are associated with, or are otherwise authorized by the Plaintiff, all to the damage and detriment of the Plaintiff's reputation, goodwill, and sales.

34. The Plaintiff has no adequate remedy at law and, if Defendants' activities are not enjoined, the Plaintiff will continue to suffer irreparable harm and injury to its goodwill and reputation.

**COUNT TWO**  
**UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN**  
**(15 U.S.C. §1125(a))**

35. The Plaintiff repeats and realleges the foregoing allegations above as if fully set forth herein.

36. The Counterfeit Products sold and offered for sale by Defendants are of the same nature and type as the Plaintiff's Products sold and offered for sale by the Plaintiff and, as such, Defendants' use is likely to cause confusion to the general purchasing public.

37. By misappropriating and using the Plaintiff's Marks, genuine product images, and trade names, Defendants misrepresent and falsely describe to the general public the origin and



source of the Counterfeit Products and create a likelihood of confusion by consumers as to the source of such merchandise.

38. Defendants' unlawful, unauthorized, and unlicensed manufacture, distribution, offer for sale, and/or sale of the Counterfeit Products creates express and implied misrepresentations that the Counterfeit Products were created, authorized, or approved by the Plaintiff, all to Defendants' profit and to the Plaintiff's great damage and injury.

39. Defendants' aforesaid acts are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), in that Defendants' use of the Plaintiff's Mark, genuine product images, and trade names, in connection with their goods and services in interstate commerce, constitutes a false designation of origin and unfair competition.

40. The Plaintiff has no adequate remedy at law and, if the Defendants' activities are not enjoined, Plaintiffs will continue to suffer irreparable harm and injury to their goodwill and reputation.

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

41. The Plaintiff repeats and realleges the foregoing allegations above as if fully set forth herein.

42. Plaintiff has complied with the registration requirements of 17 U.S.C. § 411(a) in obtaining the Copyrights.

43. At all times relevant hereto, Plaintiff has been producer and sole owner of the original photographic images that are the subject of this action and protected by the Copyrights. Among the rights granted to Plaintiff is the exclusive right to market and sublicense the right to copy, reproduce and display the image. Additionally, Plaintiff is granted the exclusive right to make and control claims related to infringements of copyrights in the image.

44. Defendants have intentionally reproduced, displayed, distributed and made other infringing uses of the protected image, without authorization by Plaintiff.

45. As a result of its conduct, Defendants are liable to Plaintiff for copyright infringement.

46. Defendants knew their acts constituted copyright infringement and Defendant's conduct was willful within the meaning of the Copyright Act.

47. As a result of their wrongful conduct, Defendants are liable to Plaintiff for copyright infringement pursuant to 17 U.S.C. § 501. Plaintiff has suffered, and will continue to suffer, substantial losses, including but not limited to damage to its business reputation and goodwill.

48. Plaintiff is entitled to recover damages, which include its losses and any and all profits Defendants have made as a result of its wrongful conduct. 17 U.S.C. § 504. Alternatively, Plaintiff is entitled to statutory damages under 17 U.S.C. § 504(c).

49. In addition, because Defendants' infringement was willful, the award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

**COUNT FOUR**  
**ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES (815 ILCS 510)**

50. The Plaintiff repeats and realleges the foregoing allegations above as if fully set forth herein.

51. The Counterfeit Products sold and offered for sale by Defendants are of the same nature and type as the Plaintiff's Products sold and offered for sale by the Plaintiff and, as such, Defendants' use is likely to cause confusion to the general purchasing public.

52. By misappropriating and using the Plaintiff's Mark, genuine product images, and trade names, Defendants misrepresent and falsely describe to the general public the origin and

source of the Counterfeit Products and create a likelihood of confusion by consumers as to the source of such merchandise.

53. Defendants' unlawful, unauthorized, and unlicensed manufacture, distribution, offer for sale, and/or sale of the Counterfeit Products creates express and implied misrepresentations that the Counterfeit Products were created, authorized, or approved by the Plaintiff, all to the Defendants' profit and to the Plaintiff's great damage and injury.

54. Defendants' aforesaid acts are in violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/2 *et seq.*, in that Defendants' use of the Plaintiff's Mark, genuine product images and trade names, in connection with their goods and services in interstate commerce, constitutes a false designation of origin and unfair competition.

55. Plaintiffs have no adequate remedy at law and, if the Defendants' activities are not enjoined, the Plaintiff will continue to suffer irreparable harm and injury to its goodwill and reputation.

### **Prayer for Relief**

WHEREFORE, the Plaintiff prays for judgment against Defendants in favor of the Plaintiff on all counts as follows:

1. That Defendants, their officers, agents, servants, employees, attorneys, confederates, and all persons in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:

(i) using the Plaintiff's Marks or any reproduction, counterfeit, copy, or colorable imitation of the Plaintiff's Mark in connection with the distribution, advertising, offer for sale, and/or sale of merchandise not the genuine products of the Plaintiff; and

(ii) passing off, inducing, or enabling others to sell or pass off any Counterfeit Products as genuine products made and/or sold by the Plaintiff; and

(iii) committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

(iv) further infringing the Plaintiff's Mark and damaging Plaintiff's goodwill;

(v) competing unfairly with Plaintiff in any manner;

(vi) shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing, or 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 that bear the PILLOW PETS Mark or any reproductions, counterfeit copies, or colorable imitations thereof;

(vii) using, linking to, transferring, selling, exercising control over, or otherwise owning or operating the Infringing Webstores, listings, or any other domain name that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Products;

(viii) operating and/or hosting websites at the Infringing Webstores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Plaintiff's Mark or any reproduction, counterfeit copy, or colorable imitation thereof that is not a genuine product or not authorized by Plaintiff to be sold in connection with the Plaintiff's Mark; and

(ix) registering any additional domain names that use or incorporate any of the Plaintiff's Marks; 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:

(i) displaying images protected by the Plaintiff's Copyright in connection with the distribution, advertising, offer for sale, and/or sale of any product that is not a genuine Plaintiff Product or is not authorized by Plaintiff to be sold in connection with the Plaintiff's Copyright; and

(ii) shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing, or 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 protected by the Plaintiff's Copyright or any reproductions, counterfeit copies, or colorable imitations thereof; and

3. That Defendants, within ten days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon the Plaintiff a written report under oath setting forth in detail the manner in which Defendants have complied with 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 Internet search engines, Webstore hosts or their administrators 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;

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

6. In the alternative, that Plaintiff be awarded statutory damages of Two Hundred and Fifty Thousand Dollars (U.S.) and No Cents (\$250,000.00) for each and every use of the Plaintiff's Mark counterfeited by each Defendant;

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

8. Grant Plaintiff such other and further legal relief as may be just and proper.

Respectfully submitted,

By: s/David Gulbransen/  
David Gulbransen  
Attorney of Record

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# United States of America

United States Patent and Trademark Office

## PILLOW PETS

**Reg. No. 4,139,534**

**Registered May 8, 2012**

**Int. Cls.: 18, 24, 25, and 28**

CJ PRODUCTS, LLC (CALIFORNIA LIMITED LIABILITY COMPANY)  
4040 CALLE PLATINO, STE. 123  
OCEANSIDE, CA 92056

FOR: BACKPACKS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 11-30-2011; IN COMMERCE 11-30-2011.

**TRADEMARK**

FOR: CHILDREN'S BLANKETS, IN CLASS 24 (U.S. CLS. 42 AND 50).

**PRINCIPAL REGISTER**

FIRST USE 2-28-2011; IN COMMERCE 2-28-2011.

FOR: SLIPPERS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 3-18-2011; IN COMMERCE 3-18-2011.

FOR: STUFFED AND PLUSH TOYS; STUFFED DOLLS AND ANIMALS; STUFFED TOY ANIMALS; STUFFED TOYS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 9-11-2009; IN COMMERCE 9-11-2009.

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

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PILLOW", APART FROM THE MARK AS SHOWN.

SN 77-940,244, FILED 2-19-2010.

DAVID C. REIHNER, EXAMINING ATTORNEY



*David J. Kyros*

Director of the United States Patent and Trademark Office

Type of Work: Recorded Document

Document Number: V3602D335

Date of Recordation:  
2011-04-13

Entire Copyright Document:  
V3602 D335 P1-6

Registration Number Not Verified:  
VA 1-732-022.

Title: Black sheep-pillow. Add. ti: Animal pillows. VA  
1-732-022.

Other Title: Animal pillows.

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Type of Work: Recorded Document

Document Number: V3628D868

Date of Recordation:  
2013-03-01

Entire Copyright Document:  
V3628 D868 P1-6

Date of Execution: effective as of 15Oct12; date of cert.: 18Feb13

Title: Black dragon stuffed animal pillow & 38 other titles.

Notes: Assignment of copyrights.

Party 1: BTC Enterprises, LLC d.b.a. Toy Galaxy.

Party 2: CJ Products, LLC.

Names: BTC Enterprises, LLC  
Toy Galaxy.  
CJ Products, LLC.

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001674371 / 2009-07-02

Application Title: PENGUIN Pillow Pet.

Title: PENGUIN Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2007

Date of Publication:  
2007-03-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001674372 / 2009-07-02

Application Title: FROG Pillow Pet.

Title: FROG Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2004

Date of Publication:  
2004-11-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001674373 / 2009-07-02

Application Title: DOG Pillow Pet.

Title: DOG Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2004

Date of Publication:  
2004-11-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001674375 / 2009-07-02

Application Title: WHALE Pillow Pet.

Title: WHALE Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2009

Date of Publication:  
2009-05-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001674376 / 2009-07-02

Application Title: BUNNY Pillow Pet.

Title: BUNNY Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2008

Date of Publication:  
2008-03-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001674379 / 2009-07-02

Application Title: Dolphin Pillow Pet.

Title: Dolphin Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2008

Date of Publication:  
2008-03-30

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001679221 / 2009-07-10

Application Title: TURTLE Pillow Pet.

Title: TURTLE Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2007

Date of Publication:  
2007-03-31

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001679223 / 2009-07-10

Application Title: PANDA Pillow Pet.

Title: PANDA Pillow Pet.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2008

Date of Publication:  
2008-03-31

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States. Authorship: sculpture/3-D artwork.

Names: CJ Products, LLC

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001715248 / 2010-04-23

Application Title: Giraffe plush folding stuffed animal.

Title: Giraffe Open Top et al.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2007

Date of Publication:  
2007-03-01

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States; Citizenship: United States. Authorship:  
sculpture/3-D artwork.

Rights and Permissions:  
Brian Wright, CJ Products, LLC, 4040 Calle Platino, Ste.  
123, Oceanside, CA, 92056, United States, (760)  
724-7225, brian@mypillowpets.com

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001715257 / 2010-04-23

Application Title: Bear (brown) plush folding stuffed animal.

Title: Bear Open Bottom et al.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2008

Date of Publication:  
2008-03-01

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United States; Citizenship: United States. Authorship: sculpture/3-D artwork.

Rights and Permissions:  
Brian Wright, CJ Products, LLC, 4040 Calle Platino, Ste. 123, Oceanside, CA, 92056, United States, (760) 724-7225, brian@mypillowpets.com

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001715272 / 2010-04-29

Application Title: Cow plush folding stuffed animal.

Title: Cow plush folding stuffed animal.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2004

Date of Publication:  
2004-11-01

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United  
States; Citizenship: United States. Authorship:  
sculpture/3-D artwork.

Rights and Permissions:  
Brian Wright, CJ Products, LLC, 4040 Calle Platino, Ste.  
123, Oceanside, CA, 92056, United States, (760)  
724-7225, brian@mypillowpets.com

Names: CJ Products, LLC

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001715276 / 2010-04-23

Application Title: Elephant plush folding stuffed animal.

Title: Elephant plush folding stuffed animal.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2007

Date of Publication:  
2007-01-01

Nation of First Publication:  
United States

Authorship on Application:  
CJ Products, LLC, employer for hire; Domicile: United States; Citizenship: United States. Authorship: sculpture/3-D artwork.

Rights and Permissions:  
Brian Wright, CJ Products, LLC, 4040 Calle Platino, Ste. 123, Oceanside, CA, 92056, United States, (760) 724-7225, brian@mypillowpets.com

Names: CJ Products, LLC

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Type of Work: Visual Material

Registration Number / Date:  
VA0001715277 / 2010-04-23

Application Title: Lamb plush folding stuffed animal.

Title: Lamb plush folding stuffed animal.

Description: Electronic file (eService)

Copyright Claimant:  
CJ Products, LLC.

Date of Creation: 2004

Date of Publication:  
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Rights and Permissions:  
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Names: CJ Products, LLC

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Application Title: Lion plush folding stuffed animal.

Title: Lion plush folding stuffed animal.

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Names: CJ Products, LLC

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## Schedule A

Doe #	Merchant Name	Merchant ID
1	Zhangjiagang Acoshine Hometextile Co., Ltd.	acoshine
2	Yangzhou Bai Chen Toys Trading Co., Ltd.	baichencraft
3	Yangzhou ZD Toy Co., Ltd.	bellazdtoy
4	Yangzhou Bothwin Toys Co., Ltd.	bothwintoys
5	Shanghai Funnybuddy Co., Ltd.	cn1525762365gmuf
6	Pujiang Mahong Fabric Co., Ltd.	cnmahong
7	Yangzhou Dadong International Business Co., Ltd.	cnyzddgm
8	Yangzhou Yurui Household Products Co., Ltd.	creativetoy
9	Changzhou Qingfei Toy Co., Ltd.	czqingfei
10	Guangzhou Yimai Trading Co., Ltd	czxluck2021
11	Dongguan Shengyuan Toys Industrial Co., Ltd.	dgsytoys
12	Dongguan Vifu Cultural Industry Co., Ltd	dgyanfu
13	Ningbo Yinzhou Fifa International Trading Co., Ltd.	fifa
14	Shenzhen Huashunchang Toys Co., Ltd.	hscwj
15	Dongguan I Am Flying Industry Co., Ltd.	iamflying
16	Dongguan Jun Ou Toys Co., Ltd.	jotoys
17	Dongguan Joy Sum Toys Manufacturing Co.,Ltd.	joysumtoys
18	Suzhou Lihua Toys Co., Ltd.	liwatoy
19	Nanjing Ruifutong Arts And Toys Manufacturing Co., Ltd.	njsumour
20	Nanjing Olive Textiles Co., Ltd.	olivehome
21	Jiangsu Ondoux Industrial Co., Ltd.	ondoux
22	Qingdao Aoding Industry And Trade Co.,Ltd	qdaoding
23	Shanghai Gravim Industrial Co., Ltd	quanzhii
24	Shanghai Rongtuo Toys Co., Ltd.	rongtuowj
25	Sea & Sun Toys Trade Co., Ltd	seasuntoys
26	Yancheng ShineHope Toys Co., Ltd.	shinehopetoys
27	Hefei Singry Household Products Co., Ltd	singrylatex
28	Dongguan Siyuan Toy Co., Limited	siyuantoy
29	Yangzhou SCS Hometextile Co., Ltd.	soliffhome
30	Yangzhou Scs Hometextile Co., Ltd.	soliffhome03
31	Rongcheng County Tangge Trading Co., Ltd.	tangge
32	Quanzhou Tidongzhiwu Network Technology Co., Ltd.	tidongzhiwu
33	Hangzhou Gravity Industrial Co., Ltd.	weightedblanket
34	Xinda Industrial & Commercial Co., Ltd.	xindatoy
35	Dongguan Yikang Plush Toys Co., Ltd.	yktoys
36	Yangzhou Advanced Import And Export Trade Co., Ltd.	yzcqjck
37	Nanjing Yingzhiming Textile Co., Ltd.	yzm-textile
38	Yangzhou STEP Toys & Gifts Co., Ltd.	yzstep
39	Yangzhou TT Arts Crafts Co., Ltd.	yztengtai
40	Zhangjiagang Zhongcheng Knitting And Textile Co., Ltd.	zhch
41	candice guo's store	906846
42	TotoJay Official Store	4378068
43	CC Baby clothes Store	5367381



44	Shop911261394 Store	911261394
45	Los los Store	911706262
46	shoppp3214 Store	911765708
47	WELO TOY Store	911775895
48	Kawaii Plush Toy Store	912465441
49	Tickos Home Decor Co.,Ltd	A10M0XHZIVGJ7H
50	QUINTOME	A134ZAFZZURW3X
51	vrbloud	A14BDXESSYE1QT
52	Funif	A14CW0JX9MC8OK
53	CHLINUSADIAN	A14PEPQGU32ATV
54	ZSDDus	A14T5I5PZKV0MQ
55	SucKul	A15EH0B2PQUH67
56	JuXinAnKJ	A15LARPJX4MG1P
57	Auspicious beginning	A16TEKHYMQN0OU
58	sunyoulove	A172W2V2U3LT2A
59	mqxajsm	A17WOR6BO3JLMN
60	GSNBNB	A18UNUYL2CLUVT
61	Passion Network Technology Co., Ltd.	A18X7ODEEIDAZN
62	Shuaikang	A1A0HESMDRBT1K
63	XUYOCON	A1A1NIZU4P1QRD
64	LuluLaLa	A1AAU4OB63CIAY
65	frigidssm	A1B32GPWHRKECL
66	yuhuism	A1CBOFD1Q3L54O
67	YINGSHWNG	A1CWNG6SSOZ7BH
68	Raehunt23	A1DAC6HQLG690R
69	longyancixuan	A1DS3CTYL4MOOK
70	yuxuanxin-NA	A1G304JOUDY1A4
71	Aland	A1JGSAU7G09O54
72	FLZengXian	A1KMENUTR4IB4R
73	许昌达朗商贸有限公司	A1L5T6CVLI2YTO
74	Molizhi	A1LKQWSLNFV0
75	hrxus	A1M27NX9J97WVP
76	HAPPSAN	A1MBGUBAZVKHJ7
77	RHINOLI	A1OK89MLYMJS47
78	ZYHT商贸	A1PEE1S4AI4X6X
79	Lucky Carota	A1R3FXQIZ8OO0X
80	unlockgift	A1S1ZB6TC77GQ7
81	Hiavgtry Direct	A1TODJJW8MGS5Q
82	seloby	A1UFS8IW5IACUF
83	YWT-US	A1UZMCSY911ISI
84	ARELUX	A1WQN487VD6NTU
85	Twenty-Four Seven	A1X34U8Q7ANTP2
86	US Store ninRYA Delivery 7-12 days	A1ZPUEO1Q0X1A6
87	Inexpensives store	A20VEHCNMS7RX5
88	Millffy Official Store	A21HQ2V8PAIBM9
89	Osotwbo CC INC	A21Z9KA1CPEYCG
90	XBK-love	A22JAKLPYZ34MI
91	Magwen226	A22SXWZJ7SJDNS
92	PotHouse	A23WUWQW59Q6F1

93	戚文文	A2499VSKSBEPYM
94	KunJe	A24FAD1423TKFA
95	ANTXIYI	A24U6MTQ3P12RM
96	Minquan Xuemei Network Technology Co., Ltd.	A265RQZZ00WHT1
97	Henan Zhizhilv Network Technology Co., Ltd.	A26KLG0FDUD4P1
98	owerlive	A277FYQNC96611
99	YueYuanFuZhuangYouXianGongSi	A27Y2OJ33NRW2Q
100	Shuaikang	A29J8HYY8N6J7C
101	wenqingdedian	A29OUXXV7ES88O
102	tongyuanaa	A2A3Q2U3ZPI0T7
103	AZURESTORE	A2ASU7JNBU0JXO
104	YueChaoDianZi	A2B85WYS4LFETF
105	The only option	A2BO701E0ZZ0RK
106	2CA61 BYLF	A2BTLS88SMUXQ
107	Skyrim toys	A2CRQS23777MEV
108	minquanxianhuiliushangmaoyouxiangongsi	A2D31BR8246M91
109	Yienct shop	A2DO7M7ZYPW0JN
110	Funlingo	A2EWZQ7NDJC1MN
111	Nardenm	A2F2FKTMM49HSH
112	Aelon	A2F5ZS2NH7BT2W
113	juchuangziyuan	A2GKYX8V6QOZPV
114	CIBITOR	A2GLKVU9VCL2KY
115	SYNKEESY	A2HXGH3X2ESKYE
116	Naisicore.	A2I4D55ZFSV2QW
117	Xiaoxiangluo Hotel	A2IDQSCJM2X365
118	Kshcf	A2KD57BRSJSZPA
119	tunuanshanngmao SHOP	A2KEN3FSPW9S3M
120	Heall	A2L789YR6F47HN
121	atusheshi	A2LVZ7U1OZ3BTW
122	Fululuer	A2LX6RLDKO96ZG
123	dilanshijia	A2MJTFO8O2QCUB
124	HaoMeiHotMail	A2NNO0Q9T9I34Z
125	HuiYuFang	A2O16428K8HUHP
126	Xinyubai-EU Direct	A2PDY3Z9IY0KQ2
127	SpecialYou Gifts	A2PZNN3103R8D8
128	minqunxianfeichishangmaoyouxiangongsi	A2SD33A7C3GGRF
129	zhangjunjiedexiaodian	A2SECBDBH7XS9E
130	HuaGeTe	A2TSZ1WDBCDSTM
131	FUNMOME	A2U100VH513U3L
132	Hanfeng Trading Company	A2WH0AMF6S2P1W
133	FMORE-US	A2WIV1459S1D4O
134	LIYUX	A2WKQHDCGTAUXF
135	2017-NIUNIU-B-HOME	A2WPR14FAFJH9A
136	Biliful plush store	A2XU8BTIK7VY77
137	Galaxlon	A2XWVPIU9XXE7C
138	Z Colour	A2YF2O9TPN9VX3
139	Bangcheng Business	A2YKGIN5N4O7Y2
140	JoinCTN	A30ACKNLLL8CNF
141	Minecarts	A321U5OH73UZ8M
142	Altair-US	A32SPN9UQNIWQB
143	minquanxianzhanghuawangluokejiyouxiangongsi	A331DJKRIQZEKM
144	舒涛贸易	A33UKYURB33JIN

145	QiShuWangLin-store	A341CZXNFTB3FK
146	Minquan County Lezhan Network Sales Co., Ltd.	A34BJPQ2CJJKA
147	EU Kevon	A35145BNL75I0E
148	DW Global Trading Store	A35223EB3LBZBC
149	王娜	A359EU20V63NO6
150	liqinriyongpin	A35RTAFZBDDX7D
151	HANASAN Store	A362O7BAI275J1
152	圣雅网络科技	A365CF4HSZQ9G2
153	TheUglyDucklingGirl	A36K1M6M6YU61M
154	qinjiaoshangmao SHOP	A37SYB6C9TBPS0
155	yumiwangs	A384S19ADM9NEF
156	County Gengqi Network Technology Co., Ltd.	A38OAAHR6RMVFR
157	kaikangshangmao	A394X3LIUV9OYQ
158	bayalmost	A396BJIJ34RUIZ
159	GGLAICHEN	A39LCF362WWAJS
160	张小宝	A39RGNFSW2QFQO
161	YAZEY	A3AH47JTWDH3OC
162	huoqilin85	A3B8B68X83DBW0
163	UNIDRAGON	A3BM6F20GTJ0TV
164	Schulter	A3CEA0RYMH1IVX
165	Neat Ideas Ltd	A3CFTXXGWUAY4X
166	GracefulVara	A3ENP1AV0Z2WEW
167	Cuddly Dolls	A3EZP34GQOI8OB
168	Qiaozhi-DE	A3F295XO0738LF
169	lixueshangmaoyouxiangongsi	A3FHJYVIBTO8GY
170	TAJWU	A3G4NNJZJEXWYW
171	yuechuangshangmao	A3GEL18E83HU8P
172	CHAOLIU-X	A3HFM6W6YS6900
173	huihuidi	A3JJB5SUK3O1G
174	RAYENSTORE	A3KIMOKA2NYLXV
175	ToysnFun	A3LCJJGXD8YG7K
176	ChaoDianZiQiCaiJing	A3N273BBM0C25E
177	GreatFeel	A3OD35N2YT7WUS
178	oinzo665wolm	A3OF2ME0RVMX37
179	Crazy Octopus	A3OKTCGNLPKSCP
180	wduhl	A3PAU1C0X3M9PE
181	Caroline Grac	A3PKNG3ERLXFHU
182	Oh Yeah Gifts	A3Q2737XRSH5CQ
183	Lazadagift	A3QQT65ES21O9V
184	Rainbow Fox Design LLC	A3QS3V0XFA9EI0
185	Collection of charm	A3T2SRVCPOE82A
186	Ecoyes	A3TK1JGIID84SW
187	Prosperous Trading Company	A3TTC24YVP5CQ0
188	zhichengbangong	A3V492BDFMYX7Y
189	Wildensa	A3VOX6BDWEQEEU
190	minquanxianyuyeshangmaoyouxiangongsi	A4D3UDMCSXOYV
191	jiyuanshizhoushanbaihuodian	A59O75VLJVB68
192	DEYUKEJI	A5SMBNVZ0T3R4
193	black Pearl1204	A65ZA9QELHS1F
194	Keroprins	A6TP352MFIVE4
195	Gallant_E	A7875JI3C6LNV
196	山西跨境三剑客科技有限公司	A9NCKU3XDLRIG

197	Tian He Qu Shang Yuan Gang Dong Tou Gang Yi Xiang	A9Y9XKNRBWGJ4
198	Armiya	AA7SLI43TZHVV
199	Ousawig	AAQUDQ1KU8B5E
200	Eternally Delivery®	AD80QBLZ3UEPN
201	rowna	ADG7V0LS1F890
202	zhenoushangmao SHOP	ADY0GKWO8EOPC
203	XINGQUXINGXINGCANYINGDIAN	AEKOIWK3498MK
204	LEECOSTUMES	AFWKN9IK4ORKL
205	VNKVTL-USD	AG0D8Y5QL31GN
206	Yuanhehqw	AI9TSUHY9GQPF
207	FeetBu	AIRFEQU3BWUVL
208	superamabus1	AK856IOR5IDOM
209	QIN LE JING - Store	AMG3HK6RRFBMB
210	ChezMax	ANURNZHYLWCFX
211	Ideamad	AO2YPN0CH4267
212	LETUQW	ARX09B10I8A4W
213	ELAINREN	AS2HU71SYH8M4
214	YaLuoUK	ASARVYGLRADJ8
215	Hongteng Trading	AT3064HHBKN64
216	Dongwencheng	AT5XK8GRHLJV7
217	Xsmart Worldwide	AT80MH0GTNFG8
218	Sweetangels	AUQMVB54V1TIY
219	boyangshangmaog	AWXSFFXALJXF4
220	ILINKER	AYHE8HJ6GQWD2
221	JSGstore	AZ0FV0CRF799N
222	Aimoutstanding	AZGZIDOWPV5TP
223	2019honghonghuohuo	2019honghonghuohuo
224	aura_mirror	aura_mirror
225	avalankids	avalankids
226	candooo	candooo
227	chongyun81	chongyun81
228	esthesha-1	esthesha-1
229	everythingfashion2014	everythingfashion2014
230	factory*direct*store	factory*direct*store
231	factory*wholesale888	factory*wholesale888
232	fashionshopping18	fashionshopping18
233	get-trend	get-trend
234	guangxingyuan	guangxingyuan
235	hebaofashion	hebaofashion
236	homeharmony2016	homeharmony2016
237	honghong*huohuo	honghong*huohuo
238	labelr	labelr
239	libbyslibrary	libbyslibrary
240	Ingm_2021	Ingm_2021
241	lovemihome	lovemihome
242	mammothcardsuk	mammothcardsuk
243	manquit	manquit
244	motorcarshop	motorcarshop
245	mygoodmood-2019	mygoodmood-2019
246	nisa_store	nisa_store
247	nishihaozhang	nishihaozhang
248	nyc_shopmall	nyc_shopmall

249	officialnorwichcityfcshop	officialnorwichcityfcshop
250	orchidone2	orchidone2
251	outlet*store	outlet*store
252	panda-squash	panda-squash
253	poovith-42	poovith-42
254	premierlifestore	premierlifestore
255	royalstore_68-5	royalstore_68-5
256	shatwidha	shatwidha
257	shengxinyide2021new	shengxinyide2021new
258	souf4sales	souf4sales
259	sulochana_buiz	sulochana_buiz
260	supemiceme	supemiceme
261	tharusha426	tharusha426
262	thenicehomestore	thenicehomestore
263	toyschina2011	toyschina2011
264	vslk5282	vslk5282
265	we93771	we93771
266	wenshu-72	wenshu-72
267	wpst_market	wpst_market
268	xiaochujuhuakaing	xiaochujuhuakaing
269	yituo18	yituo18
270	yi yuanhong	yi yuanhong
271	yueguangniao20141206	yueguangniao20141206
272	zenkoshop1	zenkoshop1
273	zjncdzsw2	zjncdzsw2
274	eighmall	eighmall
275	Meolstore	Meolstore
276	Supermall	Supermall
277	Joybuy	18988
278	Huizhou Chenrun Industry Co., Ltd.	101043401
279	Ding	101043408
280	Trendy Mall	101043425
281	World Deal	101043448
282	Hangzhou Feidie Technology Co., Ltd.	101044674
283	Store shopping	101044677
284	shenzhenshimeihuidawangluokejiyouxiangongsi	101044684
285	CozyWorld Gifts	101081264
286	shenzhenshilekehuamaoyiyouxiangongsi	101085410
287	Happy shopping	101086117
288	Shenzhenshi Chengtongqin Keji Youxiangongsi	101088200
289	YIDEDE	101095001
290	ShenZhenShiJuChuangWeiYeDianziYouXianGongsi	101105965
291	Dotpet	101109392
292	startlove	58be9c405979325296b272fb
293	Maxjo	58e5dc67bbaa94105721214b
294	LikeMARK	5bfd32d37c1d783e878e2ad5