

**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. 22-cv-01403

Judge Sharon Johnson Coleman



Magistrate Judge Sunil R. Harjani


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 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		For: Paint in class 002. For: Artists' painting paper; crayons; coloring sheets and coloring books in class 016. For: Children's play craft kits in class 028.
717,196		For: Crayons and chalk in class 016.
641,294	CRAYOLA	For: Finger paint in class 002.
644,752	CRAYOLA	For: Crayons in class 016.
987,896	CRAYOLA	For: Chalk for drawing and writing purposes in class 016.
1,088,807	CRAYOLA	For: Toy-namely, craft kits in class 028.
1,089,181	CRAYOLA	For: Art kits containing clay in class 016.
1,090,330	CRAYOLA	For: Markers in class 016.
1,146,580	CRAYOLA	For: Water colors in class 002.
1,156,890	CRAYOLA	For: Paints for artists and children in class 002.
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	For: Paints; colors in class 002. 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. For: Hobby kits comprising crayoning and coloring games, game materials retainer trays, game instructions in class 028.
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.
5,814,705	GLOBBLES	For: Play balls 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 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"), DHgate, Walmart Inc. ("Walmart"), 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"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, DHgate,

Walmart, 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, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate 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; 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 Defendants 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 [18], and the TRO [25] 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: April 22, 2022

A handwritten signature in black ink, appearing to read 'Sharon Johnson Coleman', is written over a horizontal line.

Sharon Johnson Coleman
United States District Judge

**Crayola Properties, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule
"A" - Case No. 22-cv-1403**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	bluebert.en.alibaba.com	Shenzhen Bluebert Electronic Co.,Ltd.
2	dyruifeng.en.alibaba.com	Dongyang Ruifeng Commodity Co., Ltd
3	gymballchina.en.alibaba.com	Changzhou Yonghe Fitness Equipment Co., Ltd.
4	hzxincan.en.alibaba.com	Hangzhou Xincan Lighting Co., Ltd.
5	jetz.en.alibaba.com	Taizhou J&E Import And Export Co., Ltd.
6	jianyutrade.en.alibaba.com	Yiwu Jianyu Imp & Exp Co., Ltd.
7	jingxicn.en.alibaba.com	Yiwu Jingxi Import And Export Co., Ltd.
8	jingxintoys.en.alibaba.com	Yiwu Jingxin Toys Co., Ltd.
9	lxgifts.en.alibaba.com	Zhongshan Xiaolan Lianxin Gifts & Arts Factory
10	micier.en.alibaba.com	Shenzhen Mixier Trade Co., Ltd.
11	multistay.en.alibaba.com	Zhejiang Multistay Industry Co., Lt
12	nblvxin.en.alibaba.com	Cixi Lvxin Stationery Factory
13	qzxabl.en.alibaba.com	Quanzhou Xin Ao Bao Luo Trading Co., Ltd.
14	ravenclaw.en.alibaba.com	Yiwu Ravenclaw Import And Export Co., Ltd.
15	shigejia.en.alibaba.com	Shenzhen Poetry E-Commerce Co., Ltd.
16	shop197.en.alibaba.com	Shenzhen Belt Road Technology Co., Ltd.
17	stjt88.en.alibaba.com	Shenzhen Stjt Electronics Co., Ltd.
18	superstartoys.en.alibaba.com	Yiwu Superstar Gift & Toys Co., Ltd.
19	tangramtoy.en.alibaba.com	Ningbo Tangram Toy Co., Ltd.
20	tongletoys.en.alibaba.com	Yiwu Tongle Toy Co., Ltd.
21	vhandyceramic.en.alibaba.com	Shenyang Vhandy Technology Co., Ltd.
22	xinqu.en.alibaba.com	Guangzhou Xinqu Network Technology Co., Ltd.
23	xuyigift.en.alibaba.com	Yiwu Xuyi Import And Export Co., Ltd.
24	yaokun666.en.alibaba.com	Quanzhou Yaokun Import & Export Trade Co., Ltd.
25	yohi.en.alibaba.com	Hangzhou Yohi Tech Co., Ltd
26	yunbu02.en.alibaba.com	Yiwu Yunbu Import And Export Co., Ltd.
27	zcls.en.alibaba.com	Shenzhen Zechuan Lingsheng Technology Co., Ltd.
28	aliexpress.com/store/1100009023	Shop1100009023 Store

29	aliexpress.com/store/1100018040	Shop1100018040 Store
30	aliexpress.com/store/1100053086	Shop1100053086 Store
31	aliexpress.com/store/1100081257	Shop1100081257 Store
32	aliexpress.com/store/1100090053	Mbaby Store
33	aliexpress.com/store/1100175006	Shop1100175006 Store
34	aliexpress.com/store/1418126	BeHelper Personal care Store
35	aliexpress.com/store/2029061	XH Toy Shop Store
36	aliexpress.com/store/2657014	My Little Dear Store
37	aliexpress.com/store/2947271	Shop2947271 Store
38	aliexpress.com/store/3079073	LeiYan Outlet Store
39	aliexpress.com/store/3516002	Baby-Toy World Store
40	aliexpress.com/store/3864069	Goodpal Store
41	aliexpress.com/store/4420177	Online Market Store
42	aliexpress.com/store/4915089	Online Buying Store
43	aliexpress.com/store/4988501	CoCoo Outdoor&Sporting Store
44	aliexpress.com/store/4995007	Inspire Fun Store
45	aliexpress.com/store/4998331	KingKids Store
46	aliexpress.com/store/5104136	JACKAU Store
47	aliexpress.com/store/5147050	Ailsa Outdoor Store
48	aliexpress.com/store/5153062	Ryaner Store
49	aliexpress.com/store/5247263	Shop5247263 Store
50	aliexpress.com/store/5256107	ALLWJ Store
51	aliexpress.com/store/5395014	Online Funny Store
52	aliexpress.com/store/5737026	LeZhiCai Store
53	aliexpress.com/store/5777882	AUKUK Toy Dropshipping Store
54	aliexpress.com/store/5796999	Hui Cheng Toys Official Store
55	aliexpress.com/store/5870652	DGFC Toy Store
56	aliexpress.com/store/910442121	Online Day Store
57	aliexpress.com/store/910455083	Online Show Store
58	aliexpress.com/store/910722051	MISEFF Official Store
59	aliexpress.com/store/910761020	Shop910761020 Store
60	aliexpress.com/store/910983046	SUREHOME Store
61	aliexpress.com/store/911186125	Shop911186125 Store
62	aliexpress.com/store/911224165	ERUP Store
63	aliexpress.com/store/911264131	Shop911264131 Store
64	aliexpress.com/store/911425183	Ville Fun Toy Store Store
65	aliexpress.com/store/911510032	Kids Review Store
66	aliexpress.com/store/911510068	toy friends Store
67	aliexpress.com/store/911522090	How are you doing Store
68	aliexpress.com/store/911614247	Shop911614247 Store
69	aliexpress.com/store/911615816	DAFI R Store

70	aliexpress.com/store/911713179	Aliexpress-NASA Store
71	aliexpress.com/store/911736297	Santa Claus Toy Store
72	aliexpress.com/store/911771864	ZMM Store
73	aliexpress.com/store/911774383	Aliexpress-Toys-Hobbies Store
74	aliexpress.com/store/911774924	Gukulo toy Store
75	aliexpress.com/store/911813093	L002 Store
76	aliexpress.com/store/911831051	Boutique Toy Specialty Store
77	aliexpress.com/store/911891176	Papilus Store
78	aliexpress.com/store/912059580	Loekeh Boutique Store
79	aliexpress.com/store/912059651	Genvue Store
80	aliexpress.com/store/912250067	little stars Toy Store
81	aliexpress.com/store/912350685	G-baby Store
82	aliexpress.com/store/912367682	LUCHO Official Store
83	aliexpress.com/store/912374410	Svanra Store
84	aliexpress.com/store/912388072	XINGYUE HOUSE Store
85	aliexpress.com/store/912430193	Baby Choices Store
86	aliexpress.com/store/912468655	912966878 Store
87	aliexpress.com/store/912469258	yangyang4 Store
88	aliexpress.com/store/912471148	NewPuzzleToys Store
89	aliexpress.com/store/912498751	GOGROUP-TOYS Store
90	aliexpress.com/store/912535419	Outdoor FUNFUN Store
91	aliexpress.com/store/912560182	Life Mansion Store
92	aliexpress.com/store/912612267	BINBIN88 Store
93	aliexpress.com/store/912638232	Huacon Disney Store
94	aliexpress.com/store/912661022	Wood-123 Store
95	aliexpress.com/store/912680914	Children 777 Store
96	aliexpress.com/store/912717465	DAFI V Store
97	amazon.com/sp?seller=AXJ33P8IDTFHQ	zhezuo
98	dhgate.com/store/20228898	liangjingjing_bikini
99	dhgate.com/store/20329459	b2b_life
100	dhgate.com/store/20329465	best_sports
101	dhgate.com/store/20329483	good_clothes
102	dhgate.com/store/20712875	hibooth
103	dhgate.com/store/21223297	thefuic
104	dhgate.com/store/21227549	thru
105	dhgate.com/store/21362726	big_home
106	dhgate.com/store/21554959	efashionshoes
107	dhgate.com/store/21599598	lu008
108	dhgate.com/store/21625626	yanqin06
109	dhgate.com/store/21628312	vewturley
110	dhgate.com/store/21631250	jifengjh

111	dhgate.com/store/21634646	meanniceg
112	dhgate.com/store/21634959	cheulwoo
113	dhgate.com/store/21635020	chcha
114	dhgate.com/store/21645416	makeupforbeauty
115	dhgate.com/store/21697349	sellerstore07
116	dhgate.com/store/21703939	jubaopen09
117	dhgate.com/store/21713204	misihan08
118	dhgate.com/store/21731313	wanju0816
119	ebay.com/usr/jewelry*diy	jewelry diy
120	walmart.com/seller/101072367	Daciye LLC
121	walmart.com/seller/101089386	Everpert
122	wish.com/merchant/5e90243a9bbc2b18318e45af	e4uuzd