

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DOGGIE DENTAL INC., *et al.*,

Plaintiffs,

v.

CDOFFICE, *et al.*,

Defendants.

Civil Action No.

FILED UNDER SEAL

[PROPOSED] 1) TEMPORARY RESTRAINING ORDER; 2) ORDER RESTRAINING ASSETS AND MERCHANT STOREFRONTS; 3) ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE; AND 4) ORDER AUTHORIZING EXPEDITED DISCOVERY

This matter is before the Court upon Plaintiffs' *Ex Parte* Application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; and 4) an order authorizing expedited discovery against the Defendants identified on **Schedule "A"** to the Complaint and attached hereto (collectively, the "Defendants"). The Court has considered the Application, the evidence in the record, and the applicable law.

By the instant Application, Plaintiffs Doggie Dental Inc. and Peter Dertsakyan move *ex parte* pursuant to 35 U.S.C. § 283, Federal Rules of Civil Procedure 64 and 65, and The All Writs Act, 28 U.S.C. § 1651(a), for entry of a temporary restraining order and an order restraining assets and Merchant Storefronts, for violations of the Patent Act. Because Plaintiffs have satisfied the requirements for the issuance of a temporary restraining order, the Court grants Plaintiffs' Application.

FACTUAL FINDINGS & CONCLUSION OF LAW

1. Plaintiffs, Doggie Dental, Inc. (“Doggie Dental”) and Peter Dertsakyan (“Dertsakyan”), are likely to prevail on their Patent Act claim at trial.
2. Dertsakyan is the inventor of the BRISTLY[®] dog toothbrush (“Plaintiffs’ Product”) and the owner of intellectual property related thereto; Doggie Dental is the exclusive licensee of such intellectual property. Plaintiffs developed and sell a unique and revolutionary product under the federally registered trademark BRISTLY[®] (“Plaintiffs’ Mark”) that safely and easily permits dogs to brush their own teeth removing plaque and tartar.
3. Dertsakyan is the owner of U.S. Trademark Registration No. 5,815,298 for BRISTLY directed to “Non-medicated dental preparations for pets, namely, toothpaste and preparations for removing plaque; Home dental care products for dogs and cats, namely, toothpaste; Dental care and oral hygiene products for pets, namely, tooth cleaning preparations; Non-edible dental chews for pets; Non-medicated oral dental chews for dogs.”
4. Dertsakyan is the owner of U.S. Trademark Registration No. 5,844,832 for BRISTLY directed to “Toothbrushes for animals; Toothbrushes for pets; Home dental care products for dogs and cats, namely, toothbrush.”
5. Dertsakyan is the owner of U.S. copyright registration VA 2-122-455 directed to various photographs related to the BRISTLY[®] dog toothbrush (the “Plaintiffs’ Works”). Dertsakyan is also the owner of unregistered copyrights related to the Plaintiffs’ Product.
6. In addition, Dertsakyan is also the owner of various design patent applications directed to the BRISTLY[®] dog toothbrush, including an issued European Registered Community

Design (005818606-0001), U.S. design patent D 901104, and a pending Chinese design patent application.

7. Dertsakyan is the owner of U.S. Patent No. 10477838 for “Pet chew toy for dental self-cleaning by domestic pets,” (Plaintiffs’ Patent” or “the ‘838 Patent”).

8. Defendants, by operating Internet based e-commerce stores, and fully interactive, commercial Internet websites operating under Defendants’ respective seller identities set forth on Schedule “A” hereto (the “Seller IDs”), have advertised, promoted, sold, and offered for sale that Plaintiffs have determined are not genuine BRISTLY[®] products and infringe at least one claim of the ‘838 patent.

9. Through the e-commerce marketplace platform, Plaintiffs accessed all of the e-commerce stores operating under Defendants’ Seller IDs and captured the Defendants’ listings at issue on the e-commerce stores. At the conclusion of the process, the detailed webpages and photographs were inspected by Plaintiffs’ representative who confirmed that each Defendant is offering for sale products and infringe upon at least one claim of the Plaintiffs’ Patent (“Infringing Products”).

10. Plaintiffs, as well as consumers and animal owners, are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiffs’ Application for *ex parte* relief is granted. There is good cause to believe that the unauthorized and unlicensed offering for sale and sale of Infringing Products will continue in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of the products so advertised, and that Plaintiffs may suffer loss of sales for their genuine products and an unnatural erosion of the legitimate marketplace in which they operate. There is also good cause to believe that if Plaintiffs proceed on notice to Defendants of this Application,

Defendants can easily and quickly change the ownership or modify e-commerce store account data and content, change payment accounts, redirect consumer traffic to other seller identification names, and transfer assets and ownership of Seller IDs, thereby thwarting Plaintiffs' ability to obtain meaningful relief. As other courts have recognized, proceedings against those who deliberately traffic in infringing merchandise are often useless if notice is given to the adverse party.

11. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiffs, their reputation, and their goodwill as a manufacturer and distributor of quality products, if such relief is not issued.

12. The public interest favors issuance of the temporary restraining order in order to protect Plaintiffs' interests and protect the public from being deceived and defrauded by the passing off of Defendants substandard goods as Plaintiffs' genuine goods.

13. Under Pennsylvania law this Court may issue a prejudgment asset restraint where Plaintiffs' complaint asserts a claim for money damages. Therefore, this Court has the authority to grant Plaintiffs' request for a prejudgment asset freeze to preserve the relief sought by Plaintiffs and preserve the Defendants' ability to at least partially satisfy a judgment.

14. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiffs the records and documents relating to Defendants' illegal and infringing activities. Therefore, Plaintiffs have good cause to be granted expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiffs' Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby restrained as follows:

- (1) from (a) their unauthorized and unlicensed use of Plaintiffs' Patent, distribution, marketing, advertising, offering for sale, or sale of any Infringing Products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner products that infringe upon at least one claim of the Plaintiff's Patent;
- (2) from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to their User Accounts,¹ Merchant Storefronts² or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as "Defendants' Assets");

¹ As defined in the Application, a "User Account" is, as defined in the Complaint, any and all accounts with online marketplace platform(s) Amazon.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all other persons in active concert with any of them.

² As defined in the Application, a "Merchant Storefront" is any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in products which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them.

- (3) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, and/or display for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- (4) each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately offering for sale the Infringing Products within metatags or other markers within website source code, from use on any web page (including as the title of any product listing), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use such terms or works which is visible to a computer user or serves to direct computer searches to Internet based e-commerce stores owned, or operated by each Defendant, including the Merchant Storefronts operating under the Seller IDs;
- (5) each Defendant shall not transfer ownership of the User Accounts or Merchant Storefronts associated with the Seller IDs;
- (6) each Defendant shall preserve copies of all computer files relating to the use of any User Accounts and/or Merchant Storefronts under the Seller IDs and shall take steps necessary to retrieve computer files relating to the use of the User Accounts and/or Merchant Storefronts under their Seller IDs that may been deleted before the entry of this Order;
- (7) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Alibaba.com US LLC d/b/a Aliexpress.com ("Aliexpress"),

Amazon.com, Inc. and its affiliate, Amazon Services LLC d/b/a Amazon.com (“Amazon”), eBay, Inc. d/b/a eBay.com (“eBay”), and Context Logic, Inc d/b/a wish.com (“Wish”) (“Third Party Service Provider(s)”) and AliPay US Inc. d/b/a Alipay.com (“Alipay”), Amazon Payments, Inc. d/b/a pay.amazon.com, and PayPal, Inc. d/b/a paypal.com (“PayPal”) (“Financial Institution(s)”), and their related companies and affiliates, shall immediately identify and restrain all funds, as opposed to ongoing account activity, in or which are hereafter transmitted into the accounts related to the Defendants as identified on Schedule “A” hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s); (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller IDs identified on Schedule “A” hereto;³

(8) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), shall immediately divert to a holding account for the trust of the Court all funds in or which are hereafter transmitted into all accounts related to Defendants identified in Schedule “A” hereto, and associated payment accounts, and any other accounts for the same customer(s) as well as any other accounts which transfer funds into the same financial institution account(s) as any other accounts subject to this Order;

³ This Order contemplates that discovery may reveal that Defendants may have other user accounts operated by other Third Party Service Providers and Financial Institutions and that the additionally discovery Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall also be subject to the discovery, restraints and injunctions set forth in this Order.

- (9) The Third Party Service Provider(s) and Financial Institution(s) shall further, within five (5) business days of receiving this Order, provide Plaintiffs' counsel with all data that details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account holders, until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by any Third Party Service Provider or Financial Institution for any purpose (other than pursuant to a chargeback made pursuant to that Third Party Service Provider or Financial Institution's security interest in the funds) without express authorization of this Court;
- (10) Upon Plaintiffs' request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party Service Provider(s) and Financial Institution(s), shall immediately cease fulfillment of and sequester Defendants' inventory assets corresponding to the Seller IDs identified on Schedule "A" hereto in its inventory, possession, custody, or control, and hold such goods in trust for the Court during pendency of this action;
- (11) this Order shall apply to the Seller IDs, associated Accounts and Merchant Storefronts, and any other seller identification names, Accounts or Merchant Storefronts, Third Party Service Provider or Financial Institution accounts which are being used by Defendants for the purpose of infringing on at least one claim of the Plaintiffs' Patent;

(12) Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), subject to this Order may petition the Court to modify the asset restraint set out in this Order; and

(13) this Order shall remain in effect until the date for the hearing to show cause why a preliminary injunction should not be issued as set forth below, or until such further dates as set by the Court or stipulated by the parties.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that upon Plaintiffs' request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party Service Providers and Financial Institutions, is hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiffs' Application for a preliminary injunction, or until further order of the Court:

(1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court; and

(2) within (5) days after receiving notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts, and any other listings linked to the same sellers or linked to any other alias seller identification names being used and/or controlled by Defendants.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiffs' request, within no later than five (5) calendar days of Plaintiffs' request:

(1) Amazon is ordered to remove any seller identified by Plaintiffs from the following Amazon Standard Identification Numbers (ASINs): B084C2SS4M (small BRISTLY[®]), B08465XKCK (medium BRISTLY[®]), and B084BQPCZV (large BRISTLY[®]);

(2) Amazon is ordered to suspend any ASIN listing product that Plaintiffs assert infringes at least one claim of the Plaintiffs' Patent, and is identified as originating outside of the United States (i.e. any seller is prevented from listing for sale under the identified ASIN); and

(3) Amazon is ordered to suspend any ASIN that was associated with a product already identified by prior Order of this Court in the present lawsuit to be Counterfeit, Infringing, or unfairly competing, as designated in the Amended Schedule A third column under "**Amazon ASIN Number(s)**" (i.e. any seller is prevented from listing for sale under the identified ASIN);

(4) The Plaintiff has demonstrated that the following products as pictured in the attached **Schedule "B"** are either made, used by, offered for sale or sold into the United States contain every element or equivalent of at least one claim of the Plaintiff's Patent; consequently, all online marketplaces, including but not limited to, amazon.com, ebay.com, aliexpress.com, and wish.com, shall upon receipt of this Order, suspend, block, tombstone, and/or delete any and any product listings identified by the Plaintiff as either identical or substantially similar, to the above-described products in **Schedule "B"**, whether sold by the Defendant or other persons or entities.

II. Order to Show Cause Why a Preliminary Injunction Should Not Issue and Service of Order

A. Defendants are hereby ORDERED to show cause before this Court in the United States District Court for the Western District of Pennsylvania, the U.S. Courthouse, 700 Grant Street, Pittsburgh, Pennsylvania in Courtroom No. ____ on the ____ day of _____, 2021, at _____ .m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue. **Defendants are on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them.**

B. Opposing papers, if any, shall be filed electronically with the Court and served on Plaintiffs' counsel by delivering copies thereof to the office of Ference & Associates LLC at 409 Broad Street, Pittsburgh, Pennsylvania 15143 before _____, 2019. Plaintiffs shall file any Reply papers on or before _____, 2021.

C. After Plaintiffs' counsel has received confirmation from the Third Party Service Providers and Financial Institutions or otherwise, regarding the restraint of funds directed herein, Plaintiffs shall serve copies of the Complaint, the Application, this Order, and any Discovery on each Defendant via their corresponding email/online contact form provided on the Internet based e-commerce stores operating under the respective Seller IDs, or by providing a copy of this order by e-mail to the marketplace platform, which in turn notifies each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiffs shall post copies of the Complaint, Application, this Order, any Discovery, and all other pleadings and documents filed in this action on a website designated by Plaintiffs,⁴ and

⁴ Rule 65 has been interpreted to require that a party have notice of the motion and hearing; perfecting service on a defendant is not a prerequisite to the entry of a preliminary injunction order. *Pate v. Gov't of the Virgin*

shall provide the website address to Defendants via e-mail/online contact form, and such notice so given shall be deemed good and sufficient service thereof. Plaintiffs shall continue to provide notice of these proceedings and copies of the documents on file in this matter to Defendants by regularly updating the website designated by Plaintiffs or by other means reasonably calculated to give notice which is permitted by the Court.

III. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- (1) Plaintiffs may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiffs' counsel.
- (2) Plaintiffs may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiffs' counsel.
- (3) Plaintiffs may serve requests for admissions pursuant to FRCP 26 and 36, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of

Islands, 2015 WL 1937701 n.9 (VI Sup. Ct. April 17, 2015); *Corrigan Dispatch Co. v. Casa Guzman, S.A.*, 569 F.2d 300, 302 (5th Cir. 1978).

this Order, shall provide written responses under oath to such requests within fourteen (14) days of service to Plaintiffs' counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within fourteen (14) days of receiving actual notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), shall provide to Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- (1) any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;
- (2) the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided;
- (3) the Defendants' methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and

(4) Defendants' unauthorized and unlicensed use of Plaintiffs' Patent.

V. Security Bond

IT IS FURTHER ORDERED that Plaintiffs shall place security (corporate surety bond, cash, certified check, or attorney's check) in the amount of \$ _____ Dollars (_____) with the Court, which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VI. Summons

IT IS FURTHER ORDERED that the Clerk of the Court shall issue a single original summons in the name of "CDOFFICE and all other Defendants identified in the Complaint" that will apply to all Defendants.

SO ORDERED.

SIGNED this _____ day of February, 2021, at _____ .m.
Pittsburgh, Pennsylvania

MARK R. HORNAK
CHIEF UNITED STATES DISTRICT JUDGE

Schedule “A”
Defendants With Store Name and Seller ID

Defendant No.	Store Name	Seller ID
1	CDOFFICE	A2HXCKS2AV7XY3
2	ACGE LLC	A1BKKTQIKG0Q1B
3	AikoPets	A2M36Z0WA1TNMA
4	AomeTech	AJ5KGWPO1ZJP6
5	Azooco Co.	A1O7E2VP3WKO5T
6	Bigsupermall	AZBBFPJUQ1X5P
7	Blamces innovation	A20RRMVQSEBION
8	Buddy & Bella	AP87H0LBW6ANU
9	Buntha.winee7098	A2P7HKPXZ86JGM
10	Buyer's Happiness	A36AW7PWD83LJO
11	Colorfor	A2E9631H7LXS19

12	Cooloh Bike	A2EFMTFHX7SHZ8
13	Crespo store	ANIGTDIU94MQJ
14	Cuteboom	AO4DRR9OW5IW3
15	Dream Allison	A3L05QW1K3Z4G2
16	Elliary-L	A24J7S9IW08C0W
17	Erichome	A1G3TRH46Z9DNM
18	ET BBQ	A1EQ7KZKHOU0FF
19	ExoMart (Formerly Known As Trident Incorporated)	AWFILDA9GR8EJ
20	Eye see	A2R4QSOM0GN8MP
21	Firelong S. Ltd	A1XC6YUUHFOOER
22	Focuses-USA	A1NIV3RVE2CVSZ
23	Freyamall US	A2C9WB9G49X2M3
24	Gizhome	A3EQWXS3T1RKI

25	HANY	A1Q3HM0IW8DRWS
26	healthnexus	A3DQZWP4ZMBLDB
27	hong bangzhuangshi	A2NSJW1EFUROOE
28	Houzemann	A3TRBQSQHPBJLR
29	HSNEYF	A1TIJ72TNNFTCQ
30	huai hua shi zhi yuan mao yi you xian gong si	AOKYVXXZ9D2G3
31	HUDUDU	A3AGCMKNL8JYH8
32	iAcros	A27WHABR7AW05V
33	IO.Products	A37VBGZ52HT94
34	JI+	A14QKGO0YYJFU3
35	June-mall	A180WI6RJABFBE
36	JUSTIDEA88	A1WZ2466W8SDA5
37	Kaiercat®	A15RNIB7Q8W7KU

38	kanhap	A3ENRCMFU8KOHC
39	KIDYBELL	A7C19INY0C10K
40	KNY Global	A4PE0YIU2AQ05
41	Kurilin Store	A3THKZPKKBDSZ9
42	LED Pro	A1T8OC4PUSA4W
43	LESANLI	A7JGX5H7MCPYB
44	Lifehackr	A2R11B235CDHSW
45	Linzze	A3E65FQZ8ST8KT
46	LIPETY Store	A35GGQ2DSQXORQ
47	Little World-US	A3ENZ260X3A00C
48	LiveCreative	A2XRB451VK224M
49	LKwxw	A3MW9GZDA7Y04W
50	Lovely Pets	A1OP7QLWWPVI8R

51	Lucky Egg Store	A1SSUBEAKOBA9F
52	MaYii	A113KDYJJ9EE95
53	Mc One	A1WL6UPZIK4MD0
54	Mel-Mart	A26GP9M2HNYK3V
55	Menna Pets	A2TXAGO012HA5Y
56	Mewajump Technology	A2UBRE946Z6VKI
57	Miyha	A3VJO6QDJD6C4U
58	MOLANLY	A3NNKZ0BUYXWV2
59	Muzii Direct	A14MB4USO4XU9T
60	narakSPORT	A26UJ9L8PVDPOT
61	NGOS	A3QXGJUOG5THRX
62	Nooyi	ABFS5TDY6LZNA
63	NOTTODAY	A3S88F4ORA904G

64	Oaken.OC9	A2LBTJ4DJQ85HA
65	orgen	A29ZTMV1PGB313
66	Original strength	ACVVZMVDJD971
67	Pacific-Home	A1O1LMTM9SJTJR
68	Pamlulu	A3ECFQ4JCPB2ZK
69	PNPCORP	A3VZETOCQRLQRW
70	Prep Sellers	AQI96X0P68180
71	Qouya Direct	A5B3L0GDJGJ2M
72	QP Import Shop	A16CZEJ6UZKOJ9
73	RJSEMIFUN	A20IW23DGCN59H
74	ROYI	AION4MBMNOSQ1
75	SDEER	APJ40UTQTO3ZP
76	Sherry Mei	A3L25SVOB500ND

77	Singska	A3PHC31CZ9QG6E
78	SmartPet (Formerly Known As QPQEQTQ)	A39LUGBQZM45RQ
79	Smoothedo	A2QNX1667XQR64
80	Soar Company Limited	ABHW0YRNLZDAI
81	SOLCLAIR	A3CE0WUVA70I2S
82	Song Yuan	A2M4EHE8HBPOAM
83	SPLOVEUNIAA	A1A17HBMAV0S3Y
84	Squishyland	A111QTMTAAAFU8
85	Star Pets Co.	A2YYBLWBQ55N77
86	Start US	A171IJL06RBPJ5
87	Super Store - Symington	A8CJCC0K1MERY
88	TAKEBEST-US	ASB1IXO9O6LAO
89	Tall shop	A2Z96SY8672GBG

90	Time4Deal	A2NRXN29VIRA1V
91	TINY Fun (Formerly Known As SFYjunhao)	AARSYJHPVT5UK
92	Today's Deals Store	A29X7F4112D6LH
93	TOLOCO MAX	A3LM29QNJTJ4YW
94	Trans Global	A31JT4RCS4EPR5
95	usams original	A3K2RIQKJ8SW2W
96	WAK-US	AYYV4X5XQ6A7O
97	WANKADA	A3QI1JHBDN2JSU
98	WeipuTek	A20F2K66M5H7R7
99	WellnessPic	ALI94TR7IPL0O
100	Winsb	A33C2BFU0OSBLW
101	wonderful320	AATDU7ZJEZK05
102	woowi0760	A35H1SJPCAGBPM

103	Xi Ting	A28LZPPVYER8VP
104	YCL-US	AEBPR4AHQIKUQ
105	YeePee	A2W3SBIT2R3OYC
106	YStech	A3SY16CS62BSU8
107	ZCISSY	A2QNNNZN2K33W6
108	ZCXINW	AJTCY0WAPBPZV
109	ZergStore	AFLWH54SY0QFI
110	ZISITA	A1I1KBQGAK3KBQ
111	ABEDOE DropShipping Store	4430072
112	ABEDOE Energetic Store	4412156
113	ABEDOE Franchised Store	3091109
114	Animal Zone Store	5570006
115	Arctangent Store	5068441

116	Betterpet Store	5191019
117	Bolux Official Store	4242008
118	chinely Store	5068164
119	CHONGLEGU Official Store	5369301
120	Cindy Homeware Store	4506014
121	Comfortable Pets House Store	1934942
122	Daily Gadgets Store	5049011
123	Daily Life House Store	5419227
124	Do Drop shipping Store	3514108
125	Dogbaby Official Store	1817157
126	Dreaming Life Store	2335118
127	DSRAY Store	4385019
128	DT Store Store	5073076

129	Easydream Store	5050290
130	ETSREWO Store	5209005
131	Facemask factory Store	5737156
132	FARM ASSISTANT Store	1702147
133	FIYDNDS Store	4979086
134	Green HoneyPet Store	5371089
135	H&F Store	2906124
136	Halashop Store	5007150
137	HANTAJANSS Store	4428002
138	HappyPet Store	3866042
139	herehere Store	5441303
140	HEYPET Store	2389086
141	HomeYard Store	424242

142	HTOP Homeliving Store	5564084
143	Janree Life Store	5545007
144	Jayhome Store	4058012
145	JOYLIVE Store	5789518
146	Joylove Store	5429126
147	Junejour Direct Store	5401045
148	KathleenHouse0086 Store	5370219
149	KEMISIDI Kemisidi Store	4526038
150	KkM 5072153 Store	5072153
151	League of Pets Store	5006319
152	Leisure and Holidays Store	5517077
153	LemonBest Franchised Store	1767312
154	LemonBest Intelligent Store	4627028

155	Lhuang Online Store	5419212
156	LiXing retail Store	5507028
157	LovePets Store	3474026
158	LYPet Store	4038010
159	MGKPET Global Store	5049344
160	Mt homeware Store	5499083
161	Overseas Dropshipping Factory Store	5419171
162	Pawaca House Store	2801150
163	Paws Up Store	3376023
164	PetCloud Store	5378198
165	Pets Homes Store	5042204
166	QLUQ Garden Store	4881025
167	SAB loves life Store	5277021

168	Shergut Store	4503097
169	Shop beautiful life Store	3100045
170	shop09201996 Store	5017168
171	Shop4399105 Store	4399105
172	Shop5243276 Store	5243276
173	Shop5251291 Store	5251291
174	Shop5251295 Store	5251295
175	Shop5316019 Store	5316019
176	Shop5367212 Store	5367212
177	Shop5568062 Store	5568062
178	Shop5680040 Store	5680040
179	Shop5700129 Store	5700129
180	Shop5794112 Store	5794112

181	S-I-M-P-L-E Store	5069022
182	Smartpet Store	4706019
183	STRIKATE Store	4767032
184	Tianxuan03 Store	4410179
185	TieHo Warm House Store	5249063
186	TOPFENG Harvest Store	4429180
187	Ultrasound Pet David Store	4826012
188	Ultrasound Pet Mimi Store	5438156
189	Ultrasound Pet Official Store	4637027
190	VOFORD Official Store	4002007
191	warming Store	5051239
192	WEIXINBUY Franchise Store	3115085
193	Wonder For Pets Store	5110009

194	XinLing Store	5623178
195	XinluHome Store	4644096
196	XinYou Store	4391017
197	YOCOMYLY 511511 Store	511511
198	YU2019 Store	5048186
199	Zhangyi HomeGarden Decoration Store	1271096
200	Zloog Official Store	5045006
201	aJIESHOW	5d57db89560eca4252eebc98
202	Alicebaby678	5993eac7eea5c56ee78660d0
203	Annie baby store	591057257e5f0b2c1732becb
204	Bestope	5a15526c9fbc5165f55c3590
205	biigeoled580	5d5f9b753d24b75081c4fe80
206	caiju temai lucky	5af6b7715ccdca7afc2e26d0

207	Changushop	58170c628d2bf61987815cc0
208	Cheetahqiong	5ab10cfda6bf7a56f1df6394
209	chenlipingstory	5b3478dab40ac115187e8adc
210	chunfuwanjudian	5b3f032f1c895306f19469be
211	CieloSport	5dca20c4739c24024063c575
212	clix4129	5dc03b85df5137841cb0b673
213	Corey Rappe	5e73964a5021d6c9903ff08d
214	cy916	5abcd55c22fad77e75eb83fd
215	fangmingso	5e16dab28ea5a7048d448532
216	fashion tools	58d65c417586f72c8f9ec0f8
217	fenfenmen	5b3b00348584ad1524d5a250
218	Fengnalia	5ca9ac8ca6ab651cee25c8de
219	FU GUI Convenience Store	5d5d55001d862975e9bfd798

220	fuzhouyoukenmaoyiyouxiangongsi	570b82003a698c33a07a16ff
221	gaomeijiao2156	5d47ba2d4f7ba752bfd67bf7
222	gegecompany	581da4ac34afa75459f662b5
223	Giftenza	5e778af629e7865cfc55bd63
224	Global MTshop	5cbf1ee84cd44a132973af95
225	GLORIOUSHOW	5ad04c5b421595798d8f43e2
226	gongjiangyang	5a1678f77276537ea2ea0651
227	H877XOQPU	5e7ba756865f1a94b08c4b7e
228	hannamace	5e43ba34e763db5d7a4921d1
229	HH_mango	5d3d91b3ab0c792ec0a59d1c
230	hongxihualaptop	591c04c5dce6ce2d9db269d0
231	hudaleng	5b5144971e70532481b05343
232	hzsdyouth23	58d617d962982052aba8da51

233	ImixExpressive Faith	5dff6d328a92b34c7320789d
234	j83491860	59f71424518c1c0c7512bd82
235	josed02	5dc21a5480c41b0395ddff52
236	La Boleada	5da5e26ac095e14580b49b38
237	Love for Life&Self	5dff02ef0cfa143d49e76cab
238	Make Shopping Funny Again	5bec2cc99639b4595b027ba0
239	milk bread	58c10f544aae6052172673d9
240	Ming Fashion Store	548ef2cbb9cb9261bf879445
241	mingpingmai	5b67c4a303523d3d4887721b
242	mumu913	5e54a35d35caa93e35006d17
243	MyDeal365	5ac3036ba71fbf304137ae49
244	Mymin2543	5def477670f95b0392d61767
245	Mzjh33	58bd59029657445312713e83

246	nantengda	5e84203cab205e7eae8dcb37
247	nbosoppxksm	5aefbfe01c25004e5cfbf313
248	Newfirepinler	58b3dcfdbcb842150e9cc8b7d
249	Ninghai sunray	58a166727477cb510673faaf
250	nishgnekahgd	5a9e9c7267d25c2510337f5f
251	nxhipnner	5b14a51b7e43f21f285ebbf6
252	oufuheng	580cb7ce251ffe199bc07159
253	OverlackCat	5ab886b61c256d1f094e3f04
254	Pampers	5def4e0370f95b047ed61852
255	Panatienda	5de5dcc602c87406d35c9b91
256	Pandita	5dab2f1569ce7503c0f82e16
257	pinaozhao70	5b4febef0fa3695898e47e0e
258	qtwkgnu	5d4fedc47ad24274cbf71fd4

259	Save Your Dollars	5b4cc056d5dbc250fee33b3e
260	sdagjk	5d4ec4911527546dc2ad52ec
261	Sea eating	5d5a889c2736784edc1780fe
262	seekNfind	5e91f67c1a25abd3afb767f9
263	SEHbesthair	56a9c2423a698c52507694f6
264	sellingfun	53a94b04ff4d6d61827b593b
265	Shenzhen Shi Sande Keji Youxian Gongsi	5b4c18a5aa70863379694d06
266	shenzhenmingshunxin	54215d7cf420dd08ee38cff5
267	shizihuibao	5a0587728cf0ed27084f76d7
268	shopauction	599e82ae2351346206c3cd71
269	skkyy	5e61bcac2ff71a004e9c6d07
270	Smart - Kids Juicer	595b972737635d60b412e62e
271	Smartpp	58e61422d1ac210fb0b52919

272	Solarfly	584e57452f5e535aaf9b61d1
273	stallings	5e43cbd92906c929006dda7f
274	suneuisn2	5e0ae54a4f77a60234ce7c02
275	TOAEON	5d48dd3360c79c63c169fb1f
276	ttkxtxf	59a7cc93bf255305c95d0a38
277	uvshopping	58ee0d4fca1ebd5e5725f1bd
278	Vending shops	57640e526dd5a55e28205152
279	W5 Factory	5d5deaac560eca35ca0f187a
280	wenvhgrte10	5e4ce21401ba9d174f318fc9
281	WWD Fashion Store	5d85c90ea9356a4e79a74ce4
282	XD Fashion Store	5d786b2a51da4f64ca27dcc6
283	xiaoyesmile	58f09a598a60c363bf281c23
284	YDH789	5af51bb98699ce7c14d20389

285	yiblakeji	5e43ab4f2906c94e3d6d5788
286	yklesdest88	5d61f62040defd5a1f888092
287	ZeWoo-Shop	547884818edcfa5656ca94d5
288	ZRKKGM	5d57aeb640defd63baaca7ea
289	zuccyouth0139	59f5421be6503337d8899a16
290	ZX007	5e92c98c1a25ab2180bad479
291	ZZ YIZE	5d5cc17d40defd36e7a725a3

**Schedule “B”
Patent Infringing Products**

Type 1 Infringing Product



Type 2 Infringing Product



Type 3 Infringing Product



Type 4 Infringing Product



Type 5 Infringing Product



Type 6 Infringing Product

