

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

AQUAPAW BRANDS LLC,

Plaintiff,

v.

JOYI YAN, *et al.*,

Defendants.

Civil Action No.

22-cv-1607

**FILED UNDER SEAL**

**(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 Plaintiff's *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, Plaintiff AquaPaw Brands LLC moves *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 Plaintiff has satisfied the requirements for the issuance of a temporary restraining order, and good cause is shown, the Court grants Plaintiff's Application.

**FACTUAL FINDINGS & CONCLUSION OF LAW**

1. Plaintiff, AquaPaw Brands LLC, is likely to prevail on its Patent Act claim at trial.
2. Plaintiff sells its dog Pet Bathing Tool under U.S. registered trademark Aquapaw® (i.e. Aquapaw® Pet Bathing Tool).
3. The innovative features of Plaintiff's Product are the subject of U. S. Patent No. 10,531,728 entitled "Hand Attachable Animal Washing Apparatus" (the "Plaintiff's Patent").
4. 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 product(s) that Plaintiff has determined is not a genuine Aquapaw® Pet Bathing Tool product and infringe at least one claim of the Plaintiff's Patent.
5. Through the e-commerce marketplace platform, Plaintiff 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 Plaintiff's representative who confirmed that each Defendant is offering for sale products that infringe upon at least one claim of the Plaintiff's Patent ("Infringing Products").
6. Plaintiff, 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 Plaintiff's 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 Plaintiff 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 Plaintiff proceeds 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 Plaintiff's 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.

7. 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 Plaintiff, their reputation, and their goodwill as a manufacturer and distributor of quality products, if such relief is not issued.

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

9. Under Pennsylvania law this Court may issue a prejudgment asset restraint where Plaintiff's complaint asserts a claim for money damages.<sup>1</sup> Therefore, this Court has the authority

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<sup>1</sup> Under Pennsylvania law, pre-judgment restraints are permitted as against all defendants. *Walter v. Stacey*, 837 A.2d 1205 (Pa. Super. 2003) (injunction entered restraining assets in action seeking damages for a wrongful death); *Hoxworth v. Blinder, Robinson & Co., Inc.*, 903 F.2d 186 (3d Cir. 1990) (affirming injunction entered restraining assets in class action lawsuit). Plaintiff's pre-filing investigation indicated that 5jayde, 904will29, Acndey, adip45, asapurproducts, atlanta, Authentidy autismmom1440, bermudatreasures, bluevalleyassets, boasseenontv, bubbagrgrv, butle-mary, buy-from-me.deal, charlierock79, cluxton40, comfo26, coshe-7870, deencollections, ezcartllc1, fehat-53, galorenmore, gighann-0, gocartgo, hobojoe420, imonkeysllc, inneretherealbox, Intego Nutrition, j\_murrel-6, jasbar\_8039, jdresales, jts\_nifty\_thrifties, jujue\_bean, K\_IMPORTS, kelleigh-1, loyaltydress, Meric Pet Accessories, mete7298, mik.fredr, mkfamilyfarmsteadllc, MiNove, MXM Store, personalizedproducts4u, practical.choices, premium\_product\_uk, resellers\_km, rizmanery, sarathom-46, Shine Asloa Investment Trade Inc, Shop LC, shoplc-us, superornot, techmar64, timothmccubbin0, treasure\_hunter\_68, Youror First Market, yoyo19752009 may be U.S.-based. Pre-judgment restraints are appropriate against these U.S. sellers under *Walter* and *Hoxworth*. See also, *Doggie Dental Inc. et al. v. AvantDigital et al.*, 21-cv-565-MRH (W.D. Pa., filed April 29, 2021) and *Doggie Dental Inc. et al. v. CDOoffice et al.*, 21-cv-271-MRH (W.D. Pa., filed February 25, 2021). *Doggie Dental Inc. v. Go Well*, No. 19-cv-1282 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on amazon.com); *Doggie Dental Inc. v. Worthbuyer*, No. 19-cv-1283 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Max\_Buy*, No. 19-cv-746

to grant Plaintiff's request for a prejudgment asset freeze to preserve the relief sought by Plaintiff and preserve the Defendants' ability to at least partially satisfy a judgment.

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

### **ORDER**

Based on the foregoing findings of fact and conclusions of law, Plaintiff's 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 Plaintiff's 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;

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(W.D. Pa. June 27, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Anywill*, No. 19-cv-682 (W.D. Pa. June 13, 2019) (Hornak, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Abigail*, No. 19-cv-503 (May 28, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Babymove*, No. 19-cv-166 (W.D. Pa. Feb. 14, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Artifacts\_Selling*, No. 18-cv-1462 (W.D. Pa. Oct. 31, 2018) (Fischer, J.) (sellers on ebay.com and aliexpress.com).

- (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,<sup>2</sup> Merchant Storefronts<sup>3</sup> or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as “Defendants’ Assets”);
- (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 cease 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

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<sup>2</sup> As defined in the Complaint, a “User Account” is any and all accounts with online marketplace platform, including, Amazon.com, eBay.com, aliexpress.com and wish.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.

<sup>3</sup> 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.

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 be 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”), Walmart.com USA LLC and Walmart, Inc. (“Walmart”), and Context Logic, Inc d/b/a wish.com (“Wish”) (“Third Party Service Provider(s)”), and Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as “AliPay”)<sup>4</sup>, Amazon Payments, Inc. d/b/a pay.amazon.com, and PayPal, Inc. d/b/a paypal.com (“PayPal”), Walmart d/b/a Walmart Pay (“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

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<sup>4</sup> WorldPay US, Inc. (“WorldPay”) processes transactions on behalf of Alibaba and Alipay, which may appear as “Aliexpress” on a cardholder’s credit card statement.

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;<sup>5</sup>

(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;

(9) The Third Party Service Provider(s) and Financial Institution(s) shall further, within five (5) business days of receiving this Order, provide Plaintiff’s 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

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<sup>5</sup> 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.

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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 HEREBY ORDERED, as sufficient cause has been shown, that, upon Plaintiffs' request, within no later than five (5) calendar days of Plaintiffs' request:

- (1) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc. (collectively "Amazon"), are hereby restrained and enjoined, pending the hearing and determination of Plaintiff's Application for a preliminary injunction, or until further order of the Court, from processing payments for any products listed under the following Amazon Standard Identification Numbers (ASIN): B06Y3QSGWP by any Seller that has not been authorized by Plaintiff; Plaintiff shall provide notice to Amazon of Plaintiff's authorized sellers;
- (2) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall place the following Amazon Standard

Identification Number B06Y3QSGWP, into Amazon's gating program, so that Plaintiff will be able to control which sellers list product under these ASINs; and

- (3) Upon Plaintiff's request, Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall remove listings and/or advertisements for any product that Plaintiff identifies as infringing on at least one claim of the Plaintiff's Patent (i.e., preventing a seller 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.
- (5) Upon Plaintiff's request, a Third-Party Service Provider shall remove listings and/or advertisements for any product that infringes on at least one claim of the Plaintiff's Patent; and
- (6) This Order shall remain in effect during the pendency of this action or until further order of the Court.

## **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, via ZoomGov videoconference on

**December 1, 2022 at 3:00 p.m.**, 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 Plaintiff's counsel by delivering copies thereof to the office of Ference & Associates LLC at 409 Broad Street, Pittsburgh, Pennsylvania 15143 before **November 24, 2022**. Plaintiff shall file any Reply papers on or before **November 28, 2022**.

C. After Plaintiff's counsel has received confirmation from the Third Party Service Providers and Financial Institutions or otherwise, regarding the restraint of funds directed herein, Plaintiff 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, Plaintiff 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 Plaintiff,<sup>6</sup> and 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. Plaintiff 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 Plaintiff or by other means reasonably calculated to give notice which is permitted by the Court.

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<sup>6</sup> 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 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).

### **III. Order Authorizing Expedited Discovery**

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

- (1) Plaintiff 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 Plaintiff's counsel.
- (2) Plaintiff 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 Plaintiff's counsel.
- (3) Plaintiff 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 this Order, shall provide written responses under oath to such requests within fourteen (14) days of service to Plaintiff's 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 Plaintiff's 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 Plaintiff's Patent.

#### **V. Security Bond**

IT IS FURTHER ORDERED that Plaintiff shall place security (corporate surety bond, cash, certified check, or attorney's check) in the amount of **\$5,000.00** 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. **If security is cash, certified check, or attorney's check, the funds will be deposited into the Court's local Registry, where it will remain until further order by the Court.**

**VI. Summons**

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

**IT IS SO ORDERED.**

SIGNED this 17th day of November, 2022, at 4:30 p.m.  
Pittsburgh, Pennsylvania

/s/ Christy Criswell Wiegand  
CHRISTY CRISWELL WIEGAND  
UNITED STATES DISTRICT JUDGE

## Schedule "A"

### Defendants With Store Name and Seller ID

Defendant No.	Defendant/Store Name	Seller ID
1	JOYI YAN	A1E0TK70FFQDXI
2	anyangshilaichuangshangmaoyouxiangshi	A26352OHTSIYIQ
3	Aren's comprehensive center	A342JEAB1QWFS5
4	Authentidy	A1M3H4LQKDHLGG
5	boqin2022	A29Z6JBU932MGS
6	C-Zhan shop	AP7P7Z1W0NXWB
7	Daqian Shijie	A3J7F2PORKWO7V
8	Duo-YX	ABH5D9FKBMXG
9	dysmzsk	A8QD2MEVFHUNA
10	ERA store	A1BSUQT5V1NQ8K
11	Gazechimp	A1KN7E2QTA18DX
12	HYMS	A1XBTUJPD2DY5P
13	K_IMPORTS	A2F1UT4DM9UHF5
14	kuikui trading	A2LII6AI0FYBFI
15	LaoBaMiZhiXiaoHanBao	A1T1SSJF72TE8T
16	lbyzszl	A1O37O1YH2UJSQ
17	loiqkakq	A2HX9WJAC9P4UG
18	Meejie Cleaning	A2QHMAP40LDUYP
19	Meric Pet Accessories	ABMR3Q27TUP9L
20	mingbaogou	AWML5AK8LYCET
21	MiNove	A3KDPILA7905KC
22	Misoongo	A37GGUAUJ5SQSA
23	MXM Store	AHTOY1PKLNPWV
24	PEVHSVZ US	ALOF4AGZYZCYI
25	RVOKOMS Direct	A16KJJAGPD9RRO
26	Shengxin trade - USA	AHU89RSLR2F2P
27	SUNNIMIX	A2JCX8Z5PAIFQ3
28	tbsm	A3ULZMACABZBYW
29	Tianliangpiju	A1T86E3FPW5UWS
30	ukoous	A39XN9SOX7GOUQ
31	wanbinshangmao	A203J1HIN4BD16
32	WEBEEDY US	A3AZEJAHLEMDI

33	WEI HAO	A2DHD1C965E9WE
34	XINGYI-US	A1CFOYXGXAP8J4
35	Yangqingyu	A31X4B8HKDV3J7
36	YestonDirect-US	ABMEN088QH66V
37	yiwushiduijiaoxiandianzishangwuyouxiangongsi	A3IF68CGUISY5V
38	YMYMEIZ	A345P37YDYOAVV
39	your DQ	A3I63PSOWPKDUQ
40	Your First Market	A1LUGZD3B59DHA
41	YUHOO-US	A1VRZG3BIJO9T
42	Zhixue Liu	A171JJLCITIG7P
43	A Wonderfully Store	1101867222
44	ATUBAN Pets Store	1101936657
45	BeautHome Store	1101222675
46	Chandler-ful Store	1101359379
47	Createyourlife Store	1101402982
48	DOGCAT PETS Store	1100656652
49	ELife Lovepet Store	1101400412
50	Fever 2 Store	1101564616
51	Future House Store	1101414489
52	General Utility Tool Store	1101669721
53	Hompy Poppy Store	1101953224
54	Houzime Store	1101940488
55	HYSAIXIA PETLAND Store	1101445612
56	Interesting lifestyle Store	1101931707
57	Lucky Pets Store	1102035418
58	maidehao Store	1101806239
59	Meowu Store	1101599500
60	MINGO life Store	1101845811
61	Moonbiffy High quality Pet Store	1102110805
62	Nature Home Store	1101935198
63	NICREW Cats & Dogs Store	1101369679
64	Ouyes Pet Life Store	1102021126
65	PET LOVE Store	1101955103
66	Pets Home Store	1101989276
67	Pinze EC Co., Ltd. Store	1101233348
68	PPIT Store	1101424651
69	Puppystar Pets Warm Life Store	1101411714
70	Seeyea Store	1101775444
71	Shop1102094194 Store	1102085250

72	SHUJIE Official Store	1101580774
73	Sofia lifestyle Store	1101630551
74	Triple-Nice Store	1101396069
75	WSEYU Store	1101858150
76	xiao9A Store	1101922601
77	xiao9B Store	1101767445
78	Youjia Kitchen Supplies Store	1102107890
79	Youool Hometown Drop shopping Store	1101311192
80	YY-pet Store	1101846089
81	Zezzo Gadgets Store	1101909467
82	ZJMZYM Daily-Use Sundry Goods Store	1101337191
83	5jayde	233899604238
84	904will29	154607275650
85	achmadhu_99	234027126654
86	adip45	283510736311
87	amananay4	195216898989
88	an-844627	384964255309
89	atlanta1	193871796742
90	autismmom1440	284651016474
91	bermudatreasures	274611019651
92	best4purchase	314081862900
93	bluevalleyassets	393598674518
94	boasseenontv	392752328778
95	bubbagrgrv	284814830874
96	butle-mary	224441241041
97	buy-from-me.deal	265568313557
98	chanukamalindajayasinghe	125391177469
99	charlierock79	284375412609
100	chenm_2270	393372617398
101	cherryone13	275402763716
102	cluxton40	393106596375
103	comfo26	234135776269
104	coshe-7870	403445879662
105	deencollections	325291647951
106	ezcartllc1	294303336258
107	fehat-53	384871490949, 384866556811
108	gajindkulasingh_0	402874330121
109	galorenmore	353856383597

110	gencoorganics_1	314044865944
111	gighann-0	255268588890
112	gocartgo	363927951668
113	goingoutofbusiness100	185284548161
114	hbj-enterprises	403856690391, 403823187157
115	hobojoe420	275391275479
116	imonkeysllc	284328117858
117	indjayat-87	363479974812
118	inneretherealbox	403804413886
119	j_murrel-6	185266564780
120	jacksbargainbin	134191554358
121	jagathexport_77	124826163119
122	janakaraj5	255680372517
123	jasbar_8039	363754349926
124	jdresales	224340768219
125	jivan-impex	295189018589
126	jts_nifty_thrifities	175364558022
127	jujue_bean	152884931504
128	kabi_mart	265229359154
129	kavindud77	144096879088
130	kavlak-40	203582208214
131	kelleigh-1	115085032037
132	loyaltydress	295117034606
133	mangridd	185518492120
134	mete7298	394040839244
135	mik.fredr	115503110695
136	mkfamilyfarmsteadllc	234614664294
137	msonic8017	373718582937
138	nilangika	393524985789
139	personalizedproducts4u	274871395235
140	practical.choices	124453249712
141	pramono2015	393439761577
142	premium_product_uk	304578475665
143	redberry-0515	384996910520, 385083183690, 385087486969
144	Resellers_km	144685984343
145	rizmanery	294985863035

146	sarathom-46	314094237981
147	sezmey-0	175393007414
148	shoplc-us	124487132594
149	suneth2002	255399900094
150	superornot	165593348188
151	techmar64	374062287024
152	timothmccubbin0	194187191069
153	trandetree007us	165604533329
154	treasure_hunter_68	265711434575
155	twigistore_09	295158966054
156	yalgopala_0	385069788163
157	yoyo19752009	144225335818
158	BIOOK Direct	101187560
159	Everest Ventures	6111
160	Intego Nutrition	101118721
161	Menolana	101125294
162	shanghaiantuowangluokejiyouxianzerengongsi	101191914
163	shenzhenshijiuchenmaoyiyouxiangongsi	101091370
164	Shine Asloa Investment Trade Inc	101079497
165	Shop LC	10735
166	SiPingShi ZhongLian KeJi YouXianGongSi	101128930
167	VANJUNN	101098281
168	Wevove	101130357
169	XunMall Co., Ltd	101078361
170	adytutip	607a62c3e5561b4620629163
171	AINOLWAY	5818124c4199ad48d61404f4
172	anshibo	5a9e902047a0e71cf7797923
173	CCL1	5e78c23072b03257001366c6
174	ettiyot	607d1d34c5c974004b9406bb
175	fangbiao1994	57dff51cddd0f0105938ffe1
176	Feiyu Textile	545b102d3dabbe5d2e715a8a
177	Firstglass	5d5bb54b283abc54d04a5303
178	Flygear	5d47f0244f7ba767aad67e99
179	growuplyz	5a6854e8ddda8c53f562c28c
180	huasong	585ba527728de61793ea08c4
181	LanXiuLong's Store	5b5a189ef114fc2ac6e4740d
182	lovess	5a53439d149ff83526a4330f
183	mengmeng2457	5f87a4308ce488369fd4b1f8
184	My Smile Power	591a67524b5a470cff52054a

185	Poo Foxx	618dad7b77979285ad5794ff
186	sanyaju	5b457dad044e6a4817a1945b
187	ShopLC	59e4f82772765348701b8716
188	Sulem	5fd9e6b74eed91c9e6370346
189	Tao duo duo nan zhuang	585d1916e18c0f348beaffc8
190	trilighting	5a4745ccda6ce601a76cd25b
191	Tung1964	5f853cc6e91ca716551becba
192	xiaotingmeimeishipin	5b446deb9de0462bd151d30a
193	xionglimei	5a0ff94368788b6e7c046192
194	yetoooo	5adae83954bd094de7d55945
195	yqbuiizaipa	5af258ce4972794e2526d5b6

# Schedule “B” Patent Infringing Products

## Type 1 Infringing Product

TURN ON AND OFF WITH ONE HAND



## Type 2 Infringing Product

