Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Brieanne Scully (BS 3711)
bscully@ipcounselors.com
Danielle S. Yamali (DY 4228)
dyamali@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiffs
Spin Master Ltd. and Spin Master, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,

Plaintiffs

v.

13385184960@163.COM, 18888236883@163.COM, ALTAY, ANGELCITYER, BAMBOO001, CAOPING, CONGCONG2, DANDANXIAOWU, DAYINGJIA1256, DIAMOND BOUTIQUE, DIY GEM SHOP, DREAMSHIPS, DUMBLEDOR SHOP, EFASHIONER, EVERY DAY THERE WILL BE A NEW SUN, FASHIONABLE AND SPORT STORE, FASHIONDOFU, FELLA, FHIJHCF, FULLUSSET, GIFTSHOP2017, GIVE YOUR DREAM, GLOBAL_DAWN, GLOBAL-SPIRIT, GODCUP, GREEN FASHION, GUANGDONGHUATAI, GUIGIUDEDIAN, HAPPYSTORE99, HUASHAOSHOT, HUAXIAWAIMAOSHANG, ISHOP, ISYISY, IVANICABABYSHOP, JAHURTO, JASONSTORE1, JL&PREFECT, JUZIEJIA, KAIXUANXIAORENJIA, KEEP GOING, KRISTINECOTTRELL, LANXIHUANGLONGDONG, LIANJIAXIAODIAN, LOSTIU8, MAGIC CURRY, MAISYSTORE001, MAOMAO1608@163.COM, MIKEQYQ, MOMTUTUS, MR. P, MR.ZXX, MRY_STORE, NEWMERCHANTFASHION, NVC, PANDORA LOVE, QIQIYANYAN, QOMXZHK, RENDERINGYOU,

CIVIL ACTION No. 18-cv-10524 (LGS) (KNF)

AFFIDAVIT OF DANIELLE S. YAMALI IN SUPPORT OF PLAINTIFFS' REQUEST FOR STATUTORY DAMAGES AND A PERMANENT INJUNCTION

SHENZHENYIWEIKEJIYOUXIANGONGSI, SHENZHEN YINFA TECHNOLOGY LTD, SHOW YOU NOW, SHU PANPAN WU SHOUSHOU, SIERMAOYIYOUXIANGONGSI, SMALL Y CLOTHES STORE, SMALLSMALLWORLD, THREEQIAOWAY, TIANCONG135, TOMIK18816764436, UTOPIA1973, UTOPIA2017, VALUABLE, YEHUDIEYE, WANGJUHUA11365, WENDY E-COMMERCE, WULI0014, WXXWW, XINYUDIYIYI, XYRSTOREKL, YIWU BLUE SKY, XIONGDISTORE, XUANXUAN636187, XZH, YANGMINGXIONGDI, YANGLIU248, YEKAIQIANG, YEQIRONG, YIHUIANDYIHUI, YOUR FASHION JEWELRY, YOUYOUSHANXI, YOYOBESS, YQUAN, YUXITAO, YY6752SDD, ZHANGDONGYUE, ZHANGXIAXIAZHANG, ZHENPINHUI and ZHENZHEN-FASHION,

Defendants

AFFIDAVIT OF DANIELLE S. YAMALI

I, Danielle S. Yamali, hereby affirm as follows:

1. I am an associate attorney at Epstein Drangel LLP ("Epstein Drangel"), located at 60 East 42nd Street, Suite 2520, New York, New York 10165.

2. I am over eighteen (18) years of age. I have never been convicted of a felony or any criminal offense involving moral turpitude and am fully competent to testify to the matters stated herein.

3. I have personal knowledge of each and every statement made in this Affidavit and such statements are true and correct.

4. I represent Plaintiffs Spin Master Ltd. And Spin Master, Inc. in the above-referenced action filed against the above-captioned Defendants.[1]

5. I make and submit this Affidavit in connection with Plaintiffs' Request for Statutory Damages against the Defaulting Defendants.

6. On March 13, 2019, Plaintiffs filed their Motion for Default Judgment against Defaulting Defendants. (Dkts. 40-43.)

7. Thereafter, on March 14, 2019, the Court entered the Order to Show Cause why default judgment and a permanent injunction should not be entered against Defaulting Defendants. (Dkt. 45.)

8. In addition to ordering Defaulting Defendants to show cause why default judgment and a permanent injunction should not issue on April 11, 2019 at 10:40 a.m., the Order also directed Plaintiffs to serve Defaulting Defendants with the OSC and OSC Papers by March 19, 2019. *Id.*

9. On March 14, 2019, pursuant to the methods of alternative service authorized by both

[1] Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint, Application or Glossary.

the TRO and PI Order and pursuant to the terms of the OSC, Plaintiffs served each and every Defaulting Defendant with the OSC and OSC Papers, except Defendant kristinecottrell. (Dkt. 52.)

10. On April 11, 2019, Plaintiffs appeared for the Show Cause Hearing, at which no Defendants appeared. (April 11, 2019 Minute Entry.)

11. On the same day, April 11, 2019, subsequent to the Show Cause Hearing, the Court entered two orders. (Dkts. 55, 56.)

12. First, the Court entered an order referring the case to Magistrate Judge Kevin Nathaniel Fox for Inquest After Default/Damages Hearing. (Dkt. 55.) A true and correct copy of the April 11, 2019 Order referring the Action to the Hon. Kevin Nathaniel Fox is attached hereto as **Exhibit A.**

13. Second, the Court entered an order granting default judgment in favor of Plaintiffs against Defaulting Defendants and Plaintiffs' request for a permanent injunction against Defaulting Defendants. (Dkt. 56.) A true and correct copy of the April 11, 2019 Default Judgment Order entered by the Hon. Lorna G. Schofield is attached hereto as **Exhibit B.**

14. On April 17, 2019, the Court issued a Scheduling Order for Damages Inquest. (Dkt. 58.) A true and correct copy of the Scheduling Order is attached hereto as **Exhibit C.**

15. By letter motion dated May 6, 2019, Plaintiffs requested an extension of time to file their Inquest Papers. (Dkt. 59.)

16. On the same day, May 6, 2019, the Court entered an order granting Plaintiffs' motion and enlarged the time for all parties to make their inquest submissions by 14 days and directing Plaintiffs to serve Defaulting Defendants with the May 6, 2019 Order. (Dkt. 60.)

17. The statutory damages requested by Plaintiffs under the Lanham Act and Copyright Act are based upon a combined analysis of the following: 1) the Wish Discovery, showing the number of sales of Counterfeit Products made by Defaulting Defendants' on Wish and 2)

Defaulting Defendants' wrongful use of the Twisty Petz Mark and Twisty Petz Work.

18. On November 13, 2018, Plaintiffs served the TRO on ContextLogic, among other Third Party Service Providers and Financial Institutions.

19. Thereafter, on November 26, 2018, pursuant to the expedited discovery ordered in both the TRO and PI Order, counsel for ContextLogic provided Plaintiffs' counsel with a supplemental report identifying Defendants' Infringing Product Id, Merchant Id, Merchant Real Person Name, Email Address, Physical Address, Product Lifetime Units Sold and Product Lifetime GMV. A redacted copy of the Wish Discovery is attached hereto as **Exhibit D**.[2]

20. ContextLogic has consented to Plaintiffs' use of the Wish Discovery on a confidential basis.

21. A true and correct chart detailing each and every Defaulting Defendants' 1) number of sales of Counterfeit Products on Wish as identified in the Wish Discovery and 2) a brief discussion of Defaulting Defendants' wrongful use of the Twisty Petz Mark and Twisty Petz Work is attached hereto as **Exhibit E**.

22. On May 7, 2019, pursuant to the alternative method of service authorized in both the TRO and PI Order, Plaintiffs served each and every Defaulting Defendant with the May 6, 2019 Order, except Defaulting Defendant yehudieye. (Dkt. 61.)

23. Thereafter, on May 10, 2019, the Court issued an Order directing Plaintiffs to comply with the May 6, 2019 Order (Dkt. 60) by 1) serving the Defendants with the same; and 2) filing proof of service with the Clerk of the Court. (Dkt. 62.)

[2] Upon the Court's request, Plaintiffs can provide an un-redacted copy to chambers.

24. Thereafter, on May 16, 2019, Plaintiffs filed a letter motion requesting continued authorization of alternative service. (Dkt. 64.) As of the date of Plaintiffs' submission of their Inquest Papers, Plaintiffs' letter motion is still pending.

I declare under the penalty of perjury under the laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Executed on this 22nd day of May 2019 in New York, New York.

By: /s/ Danielle S. Yamali___
Danielle S. Yamali

EXHIBIT A

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: April 11, 2019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD., et al.,

Plaintiff(s),

-against-

13385184960@163.COM, et al.,

Defendant(s).

18 Civ. 10524 (LGS)

ORDER OF REFERENCE
TO A
MAGISTRATE JUDGE

LORNA G. SCHOFIELD, District Judge:

The above entitled action is referred to the Hon. Kevin Nathaniel Fox
United States Magistrate Judge, for the following purpose(s):

_____ GENERAL PRE-TRIAL (includes scheduling, discovery, non-dispositive pre-trial motions and settlement)

_____ GENERAL PRE-TRIAL & DISPOSITIVE MOTION (all purposes except trial)

_____ DISPOSITIVE MOTION (i.e., a motion requiring a Report & Recommendation)

_____ SPECIFIC NON-DISPOSITIVE MOTION / DISPUTE (including discovery dispute) *

_____

_____

_____ JURY SELECTION

_____ HABEAS CORPUS

✔ INQUEST AFTER DEFAULT / DAMAGES HEARING

_____ SOCIAL SECURITY

_____ SETTLEMENT

_____ CONSENT UNDER 28 U.S.C. 636(c) FOR ALL PURPOSES (including trial)

_____ CONSENT UNDER 28 U.S.C. 636(c) FOR LIMITED PURPOSE OF

_____

_____

SO ORDERED.

Dated: April 11, 2019
New York, New York

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

* Do not check if already referred for General Pre-Trial.

EXHIBIT B

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/11/2019

Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Brieanne Scully (BS 3711)
bscully@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiffs
Spin Master Ltd. and Spin Master, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,

Plaintiffs

v.

13385184960@163.COM, 18888236883@163.COM, ALTAY, ANGELCITYER, BAMBOO001, CAOPING, CONGCONG2, DANDANXIAOWU, DAYINGJIA1256, DIAMOND BOUTIQUE, DIY GEM SHOP, DREAMSHIPS, DUMBLEDOR SHOP, EFASHIONER, EVERY DAY THERE WILL BE A NEW SUN, FASHIONABLE AND SPORT STORE, FASHIONDOFU, FELLA, FHIJHCF, FULLUSSET, GIFTSHOP2017, GIVE YOUR DREAM, GLOBAL_DAWN, GLOBAL-SPIRIT, GODCUP, GREEN FASHION, GUANGDONGHUATAI, GUIGIUDEDIAN, HAPPYSTORE99, HUASHAOSHOT, HUAXIAWAIMAOSHANG, ISHOP, ISYISY, IVANICABABYSHOP, JAHURTO, JASONSTORE1, JL&PREFECT, JUZIEJIA, KAIXUANXIAORENJIA, KEEP GOING, KRISTINECOTTRELL, LANXIHUANGLONGDONG, LIANJIAXIAODIAN, LOSTIU8, MAGIC CURRY, MAISYSTORE001, MAOMAO1608@163.COM, MIKEQYQ, MOMTUTUS, MR. P, MR.ZXX, MRY_STORE, NEWMERCHANTFASHION, NVC, PANDORA LOVE, QIQIYANYAN, QOMXZHK, RENDERINGYOU, SHENZHENYIWEIKEJIYOUXIANGONGSI,

CIVIL ACTION No.
18-cv-10524 (LGS)

AMENDED ~~[PROPOSED]~~
FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION ORDER

SHENZHEN YINFA TECHNOLOGY LTD, SHOW YOU NOW, SHU PANPAN WU SHOUSHOU, SIERMAOYIYOUXIANGONGSI, SMALL Y CLOTHES STORE, SMALLSMALLWORLD, THREEQIAOWAY, TIANCONG135, TOMIK18816764436, UTOPIA1973, UTOPIA2017, VALUABLE, YEHUDIEYE, WANGJUHUA11365, WENDY E-COMMERCE, WULI0014, WXXWW, XINYUDIYIYI, XYRSTOREKL, YIWU BLUE SKY, XIONGDISTORE, XUANXUAN636187, XZH, YANGMINGXIONGDI, YANGLIU248, YEKAIQIANG, YEQIRONG, YIHUIANDYIHUI, YOUR FASHION JEWELRY, YOUYOUSHANXI, YOYOBESS, YQUAN, YUXITAO, YY6752SDD, ZHANGDONGYUE, ZHANGXIAXIAZHANG, ZHENPINHUI and ZHENZHEN-FASHION,

Defendants

GLOSSARY

Term	Definition	Docket Entry Number
Plaintiffs or "Spin Master"	Spin Master Ltd. and Spin Master, Inc.	N/A
Defendants	13385184960@163.com, 18888236883@163.com, Altay, angelcityer, bamboo001, caoping, congcong2, dandanxiaowu, dayingjia1256, Diamond boutique, DIY Gem shop, Dreamships, Dumbledor shop, Efashioner, Every day there will be a new sun, fashionable and sport store, fashiondofu, Fella, fhijhcf, Fullusset, giftshop2017, give your dream, global_dawn, global-spirit, Godcup, Green Fashion, guangdonghuatai, guigiudedian, happystore99, Huashaoshot, Huaxiawaimaoshang, ISHOP, ISYISY, ivanicababyshop, Jahurto, Jasonstore1, JL&prefect, juziEjia, kaixuanxiaorenjia, Keep going, kristinecottrell, Lanxihuanglongdong, lianjiaxiaodian, Lostiu8, magic Curry, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr. P, Mr.Zxx, MRY_Store, NewMerchantFashion, NVC, Pandora love, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhenyiweikejiyouxiangongsi, Shenzhen Yinfa Technology LTD, Show You Now, Shu panpan wu shoushou, siermaoyiyouxiangongsi, Small Y Clothes Store, smallsmallworld, Threeqiaoway, tiancong135, Tomik18816764436, Utopia1973, Utopia2017, Valuable, yehudieye, wangjuhua11365, wendy E-commerce, wuli0014, wxxww, Xinyudiyiyi, xyrstorekl, yiwu blue sky, xiongdistore, xuanxuan636187, XZH, Yangmingxiongdi, yangliu248, yekaiqiang, yeqirong, YiHuiandYiHui, YOUR FASHION JEWELRY, youyoushanxi, YOYOBESS, Yquan, Yuxitao, YY6752SDD, Zhangdongyue, zhangxiaxiazhang, Zhenpinhui and zhenzhen-fashion	N/A
Defaulting Defendants	13385184960@163.com, 18888236883@163.com, Altay, bamboo001, congcong2, dandanxiaowu, dayingjia1256, Diamond boutique, Dreamships, Dumbledor shop, Every day there will be a new sun, fashiondofu, Fella, fhijhcf, Fullusset, giftshop2017, give your dream, global_dawn, Godcup, Green Fashion, guangdonghuatai, guigiudedian, Huashaoshot, Huaxiawaimaoshang, Jahurto, Jasonstore1, juziEjia, kaixuanxiaorenjia, Keep going, Lostiu8, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr.	N/A

	P, Mr.Zxx, NewMerchantFashion, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhen Yinfa Technology LTD, Show You Now, Shu panpan wu shoushou, siermaoyiyouxiangongsi, smallsmallworld, Threeqiaoway, tiancong135, Tomik18816764436, Utopia1973, Utopia2017, Valuable, yehudieye, wangjuhua11365, wuli0014, wxxww, Xinyudiyiyi, xyrstorekl, yiwu blue sky, xiongdistore, xuanxuan636187, XZH, Yangmingxiongdi, yangliu248, yekaiqiang, yeqirong, YiHuiandYiHui, YOUR FASHION JEWELRY, youyoushanxi, Yquan, YY6752SDD, Zhangdongyue, zhangxiaxiazhang, Zhenpinhui and zhenzhen-fashion	
Complaint	Plaintiffs' Complaint filed on November 13, 2018	7
Application	Plaintiffs' *Ex Parte* Application for: 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; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on November 13, 2018	13-16
Arnaiz Dec.	Declaration of Jessica Arnaiz in Support of Plaintiffs' Application	14
Harrs Dec.	Declaration of Chris Harrs in Support of Plaintiffs' Application	15
Wolgang Dec.	Declaration of Spencer Wolgang in Support of Plaintiffs' Application	16
TRO	1) Temporary Restraining Order; 2) Order Restraining Assets and Merchant Storefronts, 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service and 5) Order Authorizing Expedited Discovery entered on November 13, 2018	N/A
PI Show Cause Hearing	November 27, 2018 hearing to show cause why a preliminary injunction should not issue.	N/A
PI Order	November 28, 2018 Preliminary Injunction Order	4
Wish	A San Francisco, California-based, online marketplace and e-commerce platform located at Wish.com, which is owned by ContextLogic, Inc., that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to	N/A

	consumers worldwide and specifically to consumers residing in the U.S., including New York.	
User Account(s)	Any and all websites and/or accounts with online marketplace platforms such as Wish, 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	N/A
Merchant Storefront(s)	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, including Counterfeit 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	N/A
Spin Master Products	Spin Master's innovative children's lifestyle products and toys under their well-known brands, including: Twisty Petz, Flutterbye Fairy, Bunchems and Hatchimals, as well as under their licensed properties such as Paw Patrol and Air Hogs.	N/A
Twisty Petz Products	Over 70 types of collectible, bejeweled pets that transform into sparkly bracelets, necklaces or backpack accessories with a few simple twists.	N/A
Twisty Petz Mark	U.S. Trademark Registration No. 5,514,561 for "TWISTY PETZ" for a variety of goods in Class 28	N/A
Twisty Petz Work	U.S. Copyright Reg. VA 1-305-408, covering the Twisty Petz Packaging Artwork & Collectors' Guides	N/A
Counterfeit Products	Products bearing or used in connection with the Twisty Petz Mark and/or Twisty Petz Work, and/or products in packaging and/or containing labels and/or hang tags bearing the Twisty Petz Mark and/or Twisty Petz Work, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Twisty Petz Mark and/or Twisty Petz Work and/or	N/A

	products that are identical or confusingly or substantially similar to the Twisty Petz Products	
Financial Institutions	Any and all banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong"), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Defendants' Assets from any and all accounts associated with or utilized by any Defendant or any Defendant's Merchant Storefront(s) and User Account(s) (whether said account is located in the U.S. or abroad)	N/A
Defendants' Frozen Accounts	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
Defendants' Frozen Assets	Defendants' Assets from Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by ContextLogic, such as Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiffs' Motion for Default Judgment	Plaintiffs' Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants filed on March 13, 2019	TBD
Chung Aff.	Affidavit by Andrew Sup Chung in Support of Plaintiffs' Motion for Default Judgment	TBD

This matter comes before the Court by Order to Show Cause filed by Plaintiffs Spin Master for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition, copyright infringement and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiffs' Twisty Petz Mark and Twisty Petz Work, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.[1]

The Court, having considered the Memorandum of Law and Affidavit of Andrew S. Chung in support of Plaintiffs' application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this Action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

1) Judgment is granted in favor of Plaintiffs on all claims properly plead against Defaulting Defendants in the Complaint;

II. Damages Awards

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that because it would serve both the compensatory and punitive purposes of the Lanham and Copyright Acts, promotions of willful infringement, and because Plaintiffs have sufficiently set forth the basis for the statutory damages award requested in their Memorandum of Law in Support of their

It is ORDERED that this action is referred to Judge Fox for an inquest regarding damages. The referral will issue in a separate order.

[1] Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Complaint, Application or Glossary.

Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants, the Court finds such an award to be reasonable and Plaintiffs are awarded statutory damages against each of the Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) of the Lanham Act as follows, plus post-judgment interest:

DEFAULTING DEFENDANT	STATUTORY DAMAGES REQUESTED
18888236883@126.com	$50,000.00
2day	$50,000.00
3amboo001	$50,000.00
4andanxiaowu	$50,000.00
5Diamond boutique	$50,000.00
6ella	$50,000.00
7gitshop2017	$50,000.00
8xiangdonghuai	$50,000.00
9luxiaoshot	$50,000.00
10anrro	$50,000.00
11asonstore1	$50,000.00
12uziEja	$50,000.00
13naisystore001	$50,000.00
14Mikeqyq	$50,000.00
15NewMerchantFashion	$50,000.00
16qiqiyanyan	$50,000.00
17xiaxiaolworld	$50,000.00
18meiqiaoway	$50,000.00
19copia1973	$50,000.00
20wangjunna11363	$50,000.00
21XZH	$50,000.00
22zhudexia	$50,000.00
23OUR FASHION JEWELRY	$50,000.00
24quan	$50,000.00
25zhenpinhui	$50,000.00
26zekanqiang	$50,000.00
27yuyushanxi	$50,000.00
28zhenzhen-fashion	$50,000.00
29MOMTCTC8	$50,000.00
30qunxzhk	$50,000.00

keep going	$50,000.00
maomao1608@163.com	$50,000.00
zhangdongyue	$50,000.00
fmjhcl	$50,000.00
kanxuanxiaorenjia	$50,000.00
global_dawn	$50,000.00
xiemaoyiyouxiangongsi	$50,000.00
XMiaandYihui	$50,000.00
Shenzhen Yuma Technology LTD	$50,000.00
13285184960@163.com	$50,000.00
Dumbledor shop	$50,000.00
yrstorekl	$50,000.00
valuable	$50,000.00
Tomk18816754436	$50,000.00
fashiondoru	$50,000.00
wuli0014	$50,000.00
yiwu blue sky	$50,000.00
huaxiawanmaozhang	$75,000.00
zhangxiaxiazhang	$75,000.00
xuanxuan636187	$75,000.00
Yangmingxiongdi	$100,000.00
Shupanpan xu shoubou	$150,000.00
dreamships	$200,000.00
Mr.Z	$200,000.00
Utopia2017	$200,000.00
guigudeqian	$200,000.00
xiongdistore	$250,000.00
eangeong2	$250,000.00
Every day there will be a new sun	$300,000.00
XXO7528DD	$300,000.00
Fanlassel	$550,000.00
Godcap	$600,000.00
Renderingyan	$1,000,000.00
give your dream	$1,000,000.00
Mr.P	$1,000,000.00
dayingjia1256	$1,500,000.00
yeqixing	$1,500,000.00
wwxxw	$1,500,000.00
Lostnu8	$2,000,000.00

yanghu248	$2,000,000.00

and pursuant to 17 U.S.C. § 504(c) of the Copyright Act as follows, plus post-judgment interest:

DEFAULTING DEFENDANT	STATUTORY DAMAGES REQUESTED
nancong135	$50,000.00
Show You Now	$50,000.00
Green Fashion	$50,000.00
xinyudiyi	$50,000.00

("Defaulting Defendants' Individual Damages Award").

III. Permanent Injunction

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, successors and assigns and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

   A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Twisty Petz Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Twisty Petz Mark and/or incorporating the Twisty Petz Work and/or artwork that is substantially similar to, identical to and constitute infringement of the Twisty Petz Work;

   B. directly or indirectly infringing in any manner any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Twisty Petz Mark or Twisty Petz Work;

C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Twisty Petz Mark and Twisty Petz Work to identify any goods or services not authorized by Plaintiffs;

D. using any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Twisty Petz Mark or Twisty Petz Work, or any other marks or artwork that are confusingly or substantially similar to the Twisty Petz Mark or Twisty Petz Work on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiffs, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiffs;

F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:

   i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;

ii. Defaulting Defendants' Assets; and

iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and

G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiffs' trademarks, copyrights or other rights including, without limitation, the Twisty Petz Mark or Twisty Petz Work, or bear any marks and/or artwork that are confusingly or substantially similar to the Twisty Petz Mark or Twisty Petz Work pursuant to 15 U.S.C. § 1118;

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:

A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts until further ordered by this Court;

B. 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 Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts;

C. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.

4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:

A. providing services to Defaulting Defendants and Defaulting Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts; and

B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

IV. Post-Judgment Asset Transfer and Asset Freeze Order

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rule 64 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiffs would have enforcing this Order, Defaulting Defendants' Frozen Assets from Defaulting Defendants' Frozen Accounts, are, to the extent that a given Defaulting Defendant's Frozen Assets equal Defaulting Defendants' Individual Damages Award, hereby released and transferred to Plaintiffs as full satisfaction of Defaulting Defendants' Individual

Damages Award for that Defaulting Defendant, and those Defaulting Defendant's Frozen Assets shall be transferred by the Financial Institutions to Plaintiffs through Plaintiffs' counsel within twenty (20) business days following the service of this Order, and upon receipt by Plaintiffs' counsel of such Defaulting Defendant's Frozen Assets in full satisfaction of Defaulting Defendants' Individual Damages Award, the Financial Institution(s) holding that Defaulting Defendant's Frozen Assets and Defaulting Defendants' Frozen Accounts may unfreeze that Defaulting Defendant's Frozen Assets and Defaulting Defendant's Frozen Accounts. To the extent that a Defaulting Defendant's Frozen Assets are less than Defaulting Defendants' Individual Damages Award, that Defaulting Defendant's Frozen Assets are hereby released and transferred to Plaintiffs as partial satisfaction of Defaulting Defendants' Individual Damages Award for that Defaulting Defendant and those Defaulting Defendant's Frozen Assets shall be transferred by the Financial Institutions to Plaintiffs through Plaintiffs' counsel within (20) business days following the service of this Order, and

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rule 64 of the Federal Rules of Civil Procedure and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiffs would have enforcing this Order, the Court also hereby grants Plaintiffs' request for a post-judgment restraining order continuing the attachment of each Defaulting Defendant's Frozen Assets until Plaintiffs have recovered the full payment of Defaulting Defendants' Individual Damages Award owed to them by that Defaulting Defendant under this Order, or until further order of this Court; and

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final

relief, and given the difficulties Plaintiffs would have enforcing this Order, until Plaintiffs have recovered the full payment of Defaulting Defendants' Individual Damages Award owed to them by any Defaulting Defendant under this Order, in the event that Plaintiffs discover new and/or additional Defaulting Defendants' Assets (whether said assets are located in the U.S. or abroad) and/or Defaulting Defendants' Financial Accounts (whether said account is located in the U.S. or abroad) ("Defaulting Defendants' Additional Assets" and "Defaulting Defendants' Additional Financial Accounts," respectively), Plaintiffs shall have the ongoing authority to serve this Order on any Financial Institutions controlling or otherwise holding such Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts ("Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts");

A. Upon notice of this Order, Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants' Additional Financial Accounts, attach and restrain such Defaulting Defendants' Additional Assets in Defaulting Defendants' Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and

B. After twenty (20) business days following the service of this Order on Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts, Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall transfer all of Defaulting Defendants' Additional Assets to Plaintiffs as partial or full satisfaction of Defaulting Defendants' Individual Damages Award, unless Defaulting Defendant has filed with this Court and served

upon Plaintiffs' counsel's request that such Defaulting Defendants' Additional Assets be exempted from this Order.

V. Miscellaneous Relief

1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiffs' counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;

2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;

3) The Court releases the Ten Thousand U.S. Dollar ($10,000.00) security bond that Plaintiffs submitted in connection with the action to counsel for Plaintiffs, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165; and

4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

So Ordered.

Dated: April 11, 2019
New York, New York

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

EXHIBIT C

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/17/19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
----------X
SPIN MASTER LTD and SPIN MASTER, INC.,

Plaintiffs,

-against-

13385184960@163.COM, et al.,

Defendants.
----------X

ORDER

18 CV 10524 (LGS) (KNF)

KEVIN NATHANIEL FOX
UNITED STATES MAGISTRATE JUDGE

This case has been referred to the undersigned for an inquest in order to determine the amount of damages, if any, that should be awarded to the plaintiffs against defendants 3385184960@163.com, 18888236883@163.com, Altay, bamboo001, congcong2, dandanxiaowu, dayingjia1256, Diamond boutique, Dreamships, Dumbledor shop, Every day there will be a new sun, fashiondofu, Fella, fhijhcf, Fullusset, giftshop2017, give your dream, global_dawn, Godcup, Green Fashion, guangdonghuatai, guigiudedian, Huashaoshot, Huaxiawaimaoshang, Jahurto, Jasonstore1, juziEjia, kaixuanxiaorenjia, Keep going, Lostiu8, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr. P, Mr.Zxx, NewMerchantFashion, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhen Yinfa Technology LTD, Show You Now, Shu panpan wu shoushou, siermaoyiyouxiangongsi, smallsmallworld, Threeqiaoway, tiancong135, Tomik18816764436, Utopia1973, Utopia2017, Valuable, yehudieye, wangjuhua11365, wuli0014, wxxww, Xinyudiyiyi, xyrstorekl, yiwu blue sky, xiongdistore, xuanxuan636187, XZH, Yangmingxiongdi, yangliu248, yekaiqiang, yeqirong, YiHuiandYiHui, YOUR FASHION JEWELRY, youyoushanxi, Yquan, YY6752SDD, Zhangdongyue, zhangxiaxiazhang, Zhenpinhui and zhenzhen-fashion (collectively "defaulting defendants").

Accordingly, IT IS HEREBY ORDERED that, on or before May 8, 2019, the plaintiffs shall prepare and file, with the Court, proposed findings of fact and conclusions of law, accompanied by supporting affidavits and exhibits, setting forth proof of their damages. The plaintiffs must serve these

documents on the defaulting defendants, with a copy of this order, and file proof of such service with the Clerk of Court.

IT IS FURTHER ORDERED that, on or before May 29, 2019, the defaulting defendants shall prepare and file any opposing affidavits and exhibits, as well as any alternative findings of fact and conclusions of law, and serve the same upon the plaintiffs.

Dated: New York, New York
April 17, 2019

SO ORDERED:

Kevin Nathaniel Fox

KEVIN NATHANIEL FOX
UNITED STATES MAGISTRATE JUDGE

EXHIBIT D

Spin Master Ltd. and Spin Master, Inc. v. 13385184960@163.com, et al. (TWISTY PETZ)
Supplemental Merchant Sales and Contact Information, Produced 11/26/2018
HIGHLY CONFIDENTIAL DATA PRODUCED PURSUANT TO COURT ORDER ONLY FOR USE IN THE PENDING LITIGATION

Defendant Number	Store Name	Allegedly Infringing Product Id	Merchant Id	Merchant Real Person Name	Email Address	Physical Address	Product Lifetime Units Sold	Product Lifetime GMV
1	YOYOBESS	5bc6a130effed76df6eb3164	5a1e733cb72a6b503814e533	[redacted]				
1	YOYOBESS	5bc6a144d4aeb86ecd384980	5a1e733cb72a6b503814e533					
2	Mikeqyq	5bc1b26d837aec4317adf8e7	546b44fc8edcfa51e3e0e6b0					
3	Shenzhen Yinfa Technology LTD	5ba3513066a0611461da4ed4	55a4ce3cd7f6d940619e9876				13	$30.07
4	efashioner	5bca97900b25b108a2289c3d	5963016928943501d03a1011				6	$11.40
5	yehudieye	5bb86d8fc76f6216f34d98a8	58cd0b6e11f4366f30670755					
6	YiHuiandYiHui	5bc1b04982b4bf088ed76ce9	5ae035229c15ff6626f33b06				12	$37.09
7	华夏外贸商	5b9bcea5236cce4e62c5a400	567bbd9e4aae9b290abcc973				51	$179.84
8	Yquan	5bba15df5da3e37c0f6f4ef8	5b7a5d2cc9944a146828d5fe					
9	Jasonstore1	5bcd8038ca7048257e3a3458	58b6c28f8085d851048666d5					
10	kristinecottrell	5bd08d7da9cd441707631066	589ffba1af2bbf4f4898c0b7					
10	kristinecottrell	5bd18ac0577cba6c0a620dfe	589ffba1af2bbf4f4898c0b7				1	$5.00
11	Fella	5ba499e0dfd9c52154d882c6	5a639c4063aa6d3d0c9e4701					
12	zhenzhen-fashion	5bc6f53e94fce11b5ef559f5	58e0f8a0ba56eb52bc7216f2				1	$4.00
13	YOUR FASHION JEWELRY	5bc45e61e1d4f74a5bec269c	576df968205dbd29b3327d42					
14	wangjuhua11365	5bc1895ea16a3a43bfdb2248	59f8401b518c1c6c02b4184c					
15	zhenpinhui	5bc60442c422772c1dbe8d93	58d3cd027586f77588b1494a					
15	zhenpinhui	5bcc272732f18a7e16ed2bea	58d3cd027586f77588b1494a					
16	DIY Gem shop	5ba4d1f624a596421ca7b9e0	5ac878f01baafe71c036b76d				14	$38.20
17	Lostiu8	5ba21a0c58f0b916eb8782b7	5ab4d8d1856edf10a3eb0131				11536	$27,648.95
17	Lostiu8	5bc579f4af74426602e89991	5ab4d8d1856edf10a3eb0131				34	$118.41
18	angelcityer	5bd71294e52ce5170d886d1b	5ab248b370cf696b0c36957a					
19	caoping	5bc1b0668c9c6c4588057722	59aa9e9a0415f81fa0b60320					
19	caoping	5bd3ccd8492c502777d772f5	59aa9e9a0415f81fa0b60320					
20	give your dream	5b9a5bbe3969be68ac3a2445	58c0fac32327655183541300				1868	$7,498.74
20	give your dream	5ba1c68cac5aac391c958295	58c0fac32327655183541300				172	$708.31
21	Dumbledor shop	5bd2da95cbf80c02889c71e3	596c9ff7a26f6e5026546c81					
21	Dumbledor shop	5bd408154d34c316a49ce908	596c9ff7a26f6e5026546c81				17	$42.06
22	kaixuanxiaorenjia	5bc1b054a646db136d14b7e7	5b052ea7012875650bb16cf8				5	$12.12
22	kaixuanxiaorenjia	5bd3ccc41a60c2419a9839a7	5b052ea7012875650bb16cf8					
23	ISYISY	5bc8079c06ad372d58b84b19	56a0c8fd9f94d60dec357404					
24	zhangdongyue	5baf437bbb344c049896daf5	5aeda2b9f0b75f4d9abd5d5c				3	$24.77
25	qomxzhk	5bbb5a575b360a2a3bf7fda4	5b0274e0e6b6cb2cfd441c29					
25	qomxzhk	5bc0b7f810e24016bae91444	5b0274e0e6b6cb2cfd441c29				2	$6.98
26	yuxitao	5bcae37a411224230d159c60	58ec72931211f52c7b06c35b				2	$10.52
27	Valuable	5b9e4696d512995a110ef64c	54e946e4560def4593ce3a5b				20	$49.71
28	Utopia2017	5bc2b680e15fe817144ac6db	58a6a9750e16e97a4436a68e				222	$497.68
28	Utopia2017	5bee55670926860f3cc317a9	58a6a9750e16e97a4436a68e					
29	maomao1608@163.com	5b97a358d023a31699a6f3a8	585cc4d3728de6725b81e2b2				3	$11.23
30	Fullusset	5bcc197c82fa315aa3013804	5ab63d17ccf0c82ea2301cd3				550	$1,360.34
31	MOMTUTUS	5bb194dcd0a4bf167815e75f	58f74f3e66c93511cb7f5fcd				2	$9.63
32	Pandora love	5bacfb6c6e595e37b790ce1a	56d6ef073a698c23e19df76a				7	$51.24
33	guigiudedian	5bab0e6b0c70412f60755d32	5a5f4541db0e420e411c35fe				227	$947.14
33	guigiudedian	5bbc758febf47b3b50210eb8	5a5f4541db0e420e411c35fe				9	$22.40
34	xyrstorekl	5b964018de4e7a16966d52e8	5b32f01b3204f41a2e9c9719				19	$117.74
34	xyrstorekl	5bb0e43adebf921683e48fc2	5b32f01b3204f41a2e9c9719					
35	yiwu blue sky	5ba4d50fefecce1add6c56cc	5971f620905fdb2b2312ea3c				35	$88.53
36	Keep going	5bd417759bbdc976bb97e1ee	58c375ea9148fb2c78199d36				3	$12.57
37	dreamships	5bad752dd5129927554a7018	5a38d10b12fa1c74b68f096f				201	$1,015.56
38	Tomik18816764436	5ba0e5dab164c7167a7761b7	59ad603a30e1f34cb239787c					
38	Tomik18816764436	5ba1c6d56d47d23028bccbd3	59ad603a30e1f34cb239787c				26	$149.92
39	XZH	5bd36829eebe8c17088a5b77	594a76c41461102a35404800					
40	MRY_Store	5bd2fca9ba17e049842841ed	5abc8393c7981752f65a9fe3					
41	yeqirong	5b9a4f34504e7f01dc18198a	58d2568eb967536ca614096d				7509	$31,175.63
42	wendy E-commerce	5bacfe838c9a8017381e5132	559478f6c0863a6ca153a1db					
43	ivanicababyshop	5bbdc636971aa1406c84ff26	574a96392a3c855cf82f39fc					
43	ivanicababyshop	5bbeccd4a262fd79518fa706	574a96392a3c855cf82f39fc					
44	magic Curry	5bd08e05f0dd0523fd5405e4	56fbaf214826f258b98d4262					
45	threeqiaoway	5bbc6ec0ebf47b3b5f210834	5553646fd1a6480e719c1455					
46	思而贸易有限公司	5bd169e3a032022f97d235e4	5416ad5882b9ac45de73e979				10	$32.05
46	思而贸易有限公司	5bd9224934521a1efedfb982	5416ad5882b9ac45de73e979					
46	思而贸易有限公司	5bd922938b1de72825268625	5416ad5882b9ac45de73e979					
47	dandanxiaowu	5bd169cb8a85023ec9e611e9	5a32512887c25b6dc2e7b795					
47	dandanxiaowu	5bd9225a4a4d640bbad69235	5a32512887c25b6dc2e7b795					
47	dandanxiaowu	5bd922c57dcbe922a0b2b6b4	5a32512887c25b6dc2e7b795					
48	fhijhcf	5bd1699e2abf7a19a38a284f	5afe46ce0cef7c1dbfd0c104					
48	fhijhcf	5bd9223525faa6234bf2b24e	5afe46ce0cef7c1dbfd0c104					
48	fhijhcf	5bd9226dc08ff8233d452fd1	5afe46ce0cef7c1dbfd0c104				4	$16.00
49	smallsmallworld	5bc45e6139ad8216c3c1aa39	59ba726e23513426238b4427					
50	Mr.P	5bae0c00633e5716a9d2ed04	578d9fbba1dd410ecd4b23b0				2920	$10,689.07
50	Mr.P	5bb4333f7c9a7b2e583b98b7	578d9fbba1dd410ecd4b23b0				6	$20.01
51	lianjiaxiaodian	5bc2d8ca1304fa16652142d9	5a6b2d7387c25b64a18b538f				96	$275.56
52	yangliu248	5b9883a281ff726dfe6d4b15	5b07cd277752c817f2291c6d				12900	$31,584.21
53	global_dawn	5bd15ff3d5936e283c5ff2f7	5a34ce11e2b88b7d37575a59				7	$15.29
54	huashaoshot	5bc9ddc717cf39660bff0611	5aa8bd0e2fbbdc2247aaf03e					
55	Renderingyou	5bb11241d5129954998b0878	5ac1f8e1c3911a292aeb6768				1063	$2,778.94
55	Renderingyou	5bb61ebebe874619bb19f52c	5ac1f8e1c3911a292aeb6768				76	$189.27
56	xuanxuan636187	5bb11374cd2e771682bc9bb2	5b3c22d619c76b1a291ba246				76	$183.35
56	xuanxuan636187	5bb6a74807b19c6384faddf1	5b3c22d619c76b1a291ba246				3	$6.28
57	Mr.Zxx	5bbac7000de25416a049c3d9	57fb3ba2b2d3661979ab5b29				220	$571.77
57	Mr.Zxx	5bbac70fbd89ea16befb8743	57fb3ba2b2d3661979ab5b29					
58	13385184960@163.com	5b9ca774f0f59e171cddba00	5860977f86b69f4caeb2af92				15	$79.85
59	fashionable and sport store	5bcfedebbe191a6be4ed1fd6	579f05e2ab4062664972c2c2				1	$3.41
60	Godcup	5bcee726ccf7df6daa13c5f2	5ae3decf75599a145b3fcfc0				648	$1,872.29
61	Show You Now	5bc82c01b11a593be3649d7f	5927fe3d3c5b7364d8925cc0				21	$43.78
61	Show You Now	5bc975ac2b89c833d7a5f7c7	5927fe3d3c5b7364d8925cc0				300	$742.15
62	Green Fashion	5bc4377d2b24e916acb9a727	577e2ebbe8aa892b1e2c85f9				995	$2,486.43
63	Yangmingxiongdi	5bc2b765cde8403a6eea6ebe	5aa638ab856edf4f7ac3a288				100	$228.53
64	Jahurto	5bd08d7c53d611173d21f759	56d653c42345ae1693e5d173					
65	Shu panpan wu shoushou	5bca9d66d98d0016b30bffc9	5b681da1d76b4514756c314b				164	$430.55
66	Every day there will be a new sun	5bbd657d69f5931743b73339	584f9e23bcb1826aa7a25520				300	$692.64
67	YY6752SDD	5bcebc51556c7e5736253ba8	5ab8de4a417cee0a42cd574e				271	$638.38
67	YY6752SDD	5bcebe9f13057024da478234	5ab8de4a417cee0a42cd574e				60	$144.22
67	YY6752SDD	5bebda14c84ca51e675d68de	5ab8de4a417cee0a42cd574e					
68	dayingjia1256	5ba302401667fa386fcd0ab8	59806a554b913a42798cb55d				2568	$6,459.01
68	dayingjia1256	5ba5d335405dab2012510905	59806a554b913a42798cb55d				956	$2,320.43
68	dayingjia1256	5bb97e004810726a1c42c334	59806a554b913a42798cb55d				2176	$5,255.46
68	dayingjia1256	5bbef08ea262fd79498fb9bc	59806a554b913a42798cb55d				73	$175.10
68	dayingjia1256	5bc983432ef7056fb863dcd2	59806a554b913a42798cb55d				36	$84.75
68	dayingjia1256	5bd80d58d947b8237766e635	59806a554b913a42798cb55d				3	$8.00
68	dayingjia1256	5bd9521be24d8f6ed89a5c83	59806a554b913a42798cb55d					
68	dayingjia1256	5bdbff52dc7dae2402a8e3e0	59806a554b913a42798cb55d				8	$17.92
69	wxxww	5ba1daa74a02eb1690a65e4e	597b5692eea5c52e1ed2a9a4				3611	$8,712.39
69	wxxww	5ba31424d512997415138615	597b5692eea5c52e1ed2a9a4				1125	$3,898.45

69	wxxww	5ba44af78d4c96127b48776f	597b5692eea5c52e1ed2a9a4	[redacted]	3634	$8,965.67
69	wxxww	5bbc4fea9b0b802a5c2a87fb	597b5692eea5c52e1ed2a9a4	[redacted]	51	$131.46
69	wxxww	5bbec295461b135f24e2ee00	597b5692eea5c52e1ed2a9a4	[redacted]	424	$1,039.08
69	wxxww	5bbedc65c7280b59d65a637e	597b5692eea5c52e1ed2a9a4	[redacted]	42	$110.36
69	wxxww	5bbffb7c2feee932a8a946b3	597b5692eea5c52e1ed2a9a4	[redacted]	118	$351.54
69	wxxww	5bc99d783b2728170f23f5cd	597b5692eea5c52e1ed2a9a4	[redacted]	10	$24.63
69	wxxww	5bcec552e14f535937b55dd6	597b5692eea5c52e1ed2a9a4	[redacted]	43	$114.68
69	wxxww	5bd2b7f485e9f32c1ade01d9	597b5692eea5c52e1ed2a9a4	[redacted]	9	$24.28
69	wxxww	5bd2e2b3a3eb81063e0cfaca	597b5692eea5c52e1ed2a9a4	[redacted]	33	$85.42
69	wxxww	5bd816084cc3dd43a64606b2	597b5692eea5c52e1ed2a9a4	[redacted]	2	$6.60
69	wxxww	5bd94ab76968a92378c04e5f	597b5692eea5c52e1ed2a9a4	[redacted]	7	$17.03
69	wxxww	5bdbf3f6c48ec440404e4cdd	597b5692eea5c52e1ed2a9a4	[redacted]	69	$172.34
70	giftshop2017	5b9baae42aca480b928b62ae	585be7bb36cedf4ca4c7129e	[redacted]		
70	giftshop2017	5b9baae4a1c5bc4b37373b45	585be7bb36cedf4ca4c7129e	[redacted]		
70	giftshop2017	5b9baae4d96c4401edc266ab	585be7bb36cedf4ca4c7129e	[redacted]		
70	giftshop2017	5b9baae50289e6788cdb5ae0	585be7bb36cedf4ca4c7129e	[redacted]		
70	giftshop2017	5b9baae5c7823216740cde98	585be7bb36cedf4ca4c7129e	[redacted]		
71	maisystore001	5bc4387ce1d4f716bfec9a74	5aad007970cf69328d0d9da6	[redacted]		
72	bamboo001	5bc4387b592b391729ce968f	5aad2cca9722333b194343d6	[redacted]		
73	juziEjia	5ba499e4f848374a17e2d0d2	5b456ee6044e6a421ced436a	[redacted]		
74	happystore99	5bcb5c1e5d334d23486f9cac	578395c588eb7a102d1c5d58	[redacted]	6	$35.87
74	happystore99	5be6f8cb919daa69343b3b01	578395c588eb7a102d1c5d58	[redacted]		
74	happystore99	5be6f8cba3253136cdbae573	578395c588eb7a102d1c5d58	[redacted]		
74	happystore99	5beaf9d6da1d252fab0c699a	578395c588eb7a102d1c5d58	[redacted]		
75	JL&prefect	5bc745071188b06a7794eed3	575cfcccd588f05ebaa7ee5e	[redacted]		
76	fashiondofu	5bbf6cb9cee7f34897ea859c	5b1f65927b94e1580598fa03	[redacted]	17	$44.14
76	fashiondofu	5bc042d670913e17fe9f8d6e	5b1f65927b94e1580598fa03	[redacted]	12	$25.73
76	fashiondofu	5bc704dcd3fa64256c9eaae0	5b1f65927b94e1580598fa03	[redacted]	1	$2.31
77	yekaiqiang	5ba4fca9b9f97b496f761fcd	5891d2333ba9ae56074c083b	[redacted]	1	$3.53
78	Diamond boutique	5bb4defe504e7f0a038adb7f	57d4ca04a47d914ab75b0c3d	[redacted]		
79	深圳易威科技有限公司	5bc1b0388823651693722c8b	5552016089b62d0e7e49f609	[redacted]		
80	Small Y Clothes Store	5bc73acf48527d0eaf9b3573	5714c3960f47e858fe3f59dd	[redacted]		
81	NVC	5b9216382eadef50bc385966	58aab1b092dee8505fd8f080	[redacted]		
82	global-spirit	5bbd9b7018970930ff8b5c19	5927f5563c5b7364d8925b2c	[redacted]	1	$2.18
83	youyoushanxi	5bc454938863a0169e9d5154	5aec057a60cdb32edfc6ad57	[redacted]	1	$2.00
84	18888236883@163.com	5bc59482e8b4b929e8500823	5958b37c7fe24173f4d33ec0	[redacted]		
84	18888236883@163.com	5bc59db09c56493d04d27457	5958b37c7fe24173f4d33ec0	[redacted]		
85	wuli0014	5bbd95c62e8dbf1b36353338	5a14067f0a332a0f7d70524a	[redacted]	33	$74.47
86	qiqiyanyan	5bac5be98697a34aea2aadee	599feb9f8696be2b91867c13	[redacted]		
87	lanxihuanglongdong	5bc73ac06332c74575258cab	582fe9e242abfb1b9555520c	[redacted]	1	$3.79
88	广东华泰	5ba9fa178d4c962af5ee3de5	55dacbd7aed1de105570b1ac	[redacted]		
89	Utopia1973	5bc2b6e110204d391a7f08e1	5885ea6973ee304ce87015f5	[redacted]		
89	Utopia1973	5bc2b70a42ce4b1718f52ce8	5885ea6973ee304ce87015f5	[redacted]		
89	Utopia1973	5bee55bcf7725b19d1e76b0c	5885ea6973ee304ce87015f5	[redacted]		
90	Altay	5bc217f444a9b116a815cb4d	57a445d2b2ea3e3b4784ff20	[redacted]		
90	Altay	5bc21f474d63b34dc88dfc9b	57a445d2b2ea3e3b4784ff20	[redacted]		
91	NewMerchantFashion	5bc5ac23b8ea065836ba0d1c	59339ff52219336625e15369	[redacted]		
91	NewMerchantFashion	5bc7dfa713ad8c17330b9699	59339ff52219336625e15369	[redacted]		
91	NewMerchantFashion	5bc7e18886469c16c260be0a	59339ff52219336625e15369	[redacted]		
91	NewMerchantFashion	5bc7e2f14e5d6f17299d0ac0	59339ff52219336625e15369	[redacted]		
92	ISHOP	5bc80368ab9c272d85b5bb77	5502531ba0086e2e5241f34f	[redacted]	1	$20.00
93	zhangxiaxiazhang	5bc429af592b3926fece5f0f	5b24c6e743b3b66ba140da88	[redacted]	58	$142.46
94	xiongdistore	5bc2b7bbfa5f5616aa788d92	5abc9e6540626a5aea0e8aa7	[redacted]	251	$611.89
95	聪聪2	5ba453afaa69f24e77378be3	576aa563615c5b5e39787770	[redacted]	274	$748.36
96	tiancong135	5bc7fda7a8bd5408899454a0	59df23bb448a52193f813bb3	[redacted]	280	$684.27
97	xinyudiyiyi	5b9f4b8fce78a6218936f803	59ca5cc43eb22a2a57314fd8	[redacted]	3629	$8,675.82

EXHIBIT E

NO.	DEFAULTING DEFENDANT	DEFAULTING DEFENDANTS' WRONGFUL USE OF PLAINTIFFS' TWISTY PETZ MARK AND TWISTY PETZ WORK IN THE UNDISPUTED EVIDENCE	NUMBER OF SALES OF COUNTERFEIT PRODUCTS AS IDENTIFIED IN CONTEXTLOGIC'S DISCOVERY RESPONSE	STATUTORY DAMAGES REQUESTED
1	tiancong135	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 531.)	280	$50,000.00
2	Show You Now	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 483.)	321	$50,000.00
3	Green Fashion	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 203.)	995	$50,000.00
4	xinyudiyiyi	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 603.)	3,629	$50,000.00
5	18888236883@136.com	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 11.)	0	$50,000.00
6	Altay	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 19.)	0	$50,000.00
7	angelcityer	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 27.)	0	$50,000.00
8	bamboo001	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 35.)	0	$50,000.00
9	caoping	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 43.)	0	$50,000.00
10	dandanxiaowu	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 59.)	0	$50,000.00
11	Diamond boutique	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 75.)	0	$50,000.00
12	Fella	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 139)	0	$50,000.00
13	giftshop2017	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 163.)	0	$50,000.00
14	guangdonghuatai	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 211.)	0	$50,000.00
15	huashaoshot	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 235.)	0	$50,000.00
16	Jahurto	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 275.)	0	$50,000.00
17	Jasonstore1	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 283.)	0	$50,000.00
18	juziEjia	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 299.)	0	$50,000.00
19	maisystore001	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 363.)	0	$50,000.00
20	Mikeqyq	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 379.)	0	$50,000.00
21	MRY_Store	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 403.)	0	$50,000.00
22	NewMerchantFashion	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 419.)	0	$50,000.00
23	qiqiyanyan	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 443.)	0	$50,000.00
24	shenzhenyiweikejiyouxiangongsi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 475.)	0	$50,000.00
25	smallsmallworld	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 507.)	0	$50,000.00
26	threeqiaoway	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 523.)	0	$50,000.00
27	Utopia1973	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 547.)	0	$50,000.00

28	wangjuhua11365	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 571.)	0	$50,000.00
29	XZH	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 635.)	0	$50,000.00
30	yehudieye	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 659.)	0	$50,000.00
31	YOUR FASHION JEWELRY	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 699.)	0	$50,000.00
32	Yquan	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 723.)	0	$50,000.00
33	zhenpinhui	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 763.)	0	$50,000.00
34	global-spirit	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 187.)	1	$50,000.00
35	yekaiqiang	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 667.)	1	$50,000.00
36	youyoushanxi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 707.)	1	$50,000.00
37	zhenzhen-fashion	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 771.)	1	$50,000.00
38	MOMTUTUS	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 387.)	2	$50,000.00
39	qomxzhk	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 451.)	2	$50,000.00
40	Keep going	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 315.)	3	$50,000.00
41	maomao1608@163.com	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 371.)	3	$50,000.00
42	zhangdongyue	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 747.)	3	$50,000.00
43	fhijhcf	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 147.)	4	$50,000.00
44	kaixuanxiaorenjia	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 307.)	5	$50,000.00
45	global_dawn	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 179.)	7	$50,000.00
46	siermaoyiyouxiangongsi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 499.)	10	$50,000.00
47	YiHuiandYiHui	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 683.)	12	$50,000.00
48	Shenzhen Yinfa Technology LTD	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 467.)	13	$50,000.00
49	13385184960@163.com	Two (2) infringing uses of Plaintiff's Twisty Petz Mark. (Ex. D, 4.)	15	$50,000.00
50	Dumbledor shop	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 99)	17	$50,000.00
51	xyrstorekl	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 627.)	19	$50,000.00
52	Valuable	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 563.)	20	$50,000.00
53	Tomik18816764436	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 539.)	26	$50,000.00
54	fashiondofu	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 131.)	30	$50,000.00
55	wuli0014	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 587.)	33	$50,000.00
56	yiwu blue sky	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 691.)	35	$50,000.00
57	huaxiawaimaoshang	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 243.)	51	$75,000.00

58	zhangxiaxiazhang	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 755.)	58	$75,000.00
59	xuanxuan636187	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 619.)	79	$75,000.00
60	Yangmingxiongdi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 651.)	100	$100,000.00
61	Shu panpan wu shoushou	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 491.)	164	$150,000.00
62	dreamships	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 91.)	201	$200,000.00
63	Mr.Zxx	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 411.)	220	$200,000.00
64	Utopia2017	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 555.)	222	$200,000.00
65	guigiudedian	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 219.)	236	$200,000.00
66	xiongdistore	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 611.)	251	$250,000.00
67	congcong2	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 51.)	274	$250,000.00
68	Every day there will be a new sun	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 115.)	300	$300,000.00
69	YY6752SDD	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 739.)	331	$300,000.00
70	Fullusset	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 155.)	550	$550,000.00
71	Godcup	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 195.)	648	$600,000.00
72	Renderingyou	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 459.)	1,139	$1,000,000.00
73	give your dream	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 171.)	2,040	$1,000,000.00
74	Mr.P	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 395)	2,926	$1,000,000.00
75	dayingjial1256	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 67.)	5,820	$1,500,000.00
76	yeqirong	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 675.)	7,509	$1,500,000.00
77	wxxww	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 595.)	9,178	$1,500,000.00
78	Lostiu8	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 347.)	11,570	$2,000,000.00
79	yangliu248	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 643.)	12,900	$2,000,000.00
			62,255	$17,825,000.00