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*Treasure Studio Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and  
TREASURE STUDIO INC.,

*Plaintiffs*

v.

AKWUGDFFO1DDC, AMTIOPS, ANNE FRANKLIN,  
AUTBYWQ, BERSAICY US, BESTPARTY,  
BICLLCSDD YS, BUAUA, BUBALUIS, CA POP,  
CATTIE123, CECEBRACELST, CHANGLINGLI,  
CHAOZE, CHENGDUUSAISHUANGYOUJIE,  
CHENGDUUYUZHENGCONGGONGSI,  
DAFARWON, DERMIBEST, DUAXIN, DZYHKYMS,  
FENGUAS, FISHING COWBOY, FTSHOP-US,  
GOLDEN FLOWERPOT, GOMONNING, GROCERY  
STORE FULL OF SURPRISES, GROFFRY SPEN,  
GUANGZHOU LUQUINSHANGMAOYOUXIANGON  
GSIO, HAOSHAOXIONG, HESHIZHU, HWOZOFAR,  
JAKE US, JIACHEN INDUSTRIAL (SHENZHEN) CO.  
LTD.,  
JILINSHENGGUMINGDIANZISHANGWUYOUXIA  
NGONGSI, JINPO US, JONENLY, KAZUA-US,  
KULOLO, LANMELONS, LAXUA, LUCKMERRY,  
MADING HORSE, MAKE.ANNI, MBVBN,  
MEIJUNDIAN, MIMILE111, MOCEJOE, MOON

**CIVIL ACTION No. 22-cv-5044**

**COMPLAINT**

**Jury Trial Requested**








**FILED UNDER SEAL**



SHOP US, NUMOSE, NUORUNZHI, ONERBEST,  
PSBYTRD, QINOOU, REHALY, SASATEK,  
SHENGTANGDE, SHIJIE149, SHRUENDI,  
SUMMERTIME-SHOP, SUNKEELON, THUCI US,  
TOKYIA US DIRECT, WAJJIOE,  
WENCHANGSHILUOJIONGCANBAIHUO,  
WQFIRST,  
WUHANTENGMUMAORYIYOUXIANGONGSI,  
XINJIE DIRECT, XISHAPE, XUEHANG TRADING,  
XUZHIMIN77, YAZEBABY,  
YENUOCESHANG2011, YIMEI,  
YONGGUANDIANZISHANGWUYOUXIANGONGS  
I, YUNFEI US, YUSI-US, YUYUANB,  
ZHANGLIANGFUDEBEIMEIDIANPU, ZHI YI  
SHOP, ZHUSHANSHANDEBEIMEIDIANPU,  
ZIYOKO US and 合肥宽岱商贸有限公司1,

*Defendants*

## GLOSSARY

<b>Term</b>	<b>Definition</b>
<b>Plaintiffs</b>	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)
<b>Defendants</b>	akwugfdfo1ddc, Amtiops, Anne Franklin, AUTBYWQ, Bersaicy us, bestparty, Bicllcsdd YS, BUAUA, Bubaluis, CA POP, cattie123, Cecebracelst, changlingli, CHAOZE, chengdusaishuangyoujie, chengduuyuzhengconggongsi, Dafarwon, DERMIBEST, DuaXin, DZYHKYMS, Fenguas, Fishing cowboy, FTSHOP-US, Golden flowerpot, GoMonning, Grocery store full of surprises, Groffry Spen, GuangZhouLuQinShangMaoYouXianGongSio, haoshaoxiong, HESHIZHU, Hwozofar, Jake US, Jiachen Industrial (Shenzhen) Co. , Ltd., JiLinShengGuMingDianZiShangWuYouXianGongSi, Jinpo us, Jonenly, KAZUA-US, KULOLO, Lanmelons, LAXUA, Luckmerry, mading horse, make.anni, MBVBN, meijundian, mimile111, MOCEJOE, moon shop us, NUMOSE, nuoRunZhi, ONERBEST, Psbytrd, QINOOU, REHALY, SASATEK, Shengtangde, shijie149, Shruendi, Summertime-shop, Sunkeelon, THUCI US, Tokyia US Direct, Wajjioe, wenchangshiluojiiongcanbaihuo, Wqfirst, wuhantengmumaoyiyouxiangongsi, XINJIE DIRECT, XISHAPE, Xuehang Trading, xuzhimin77, yazebaby, Yenuoceshang2011, YIMEII, yongguandianzishangwuyouxiangongsi, YUNFEI US, Yusi-us, YUYUANB, zhangliangfudebeimeidianpu, zhi yi shop, zhushanshandebeimeidianpu, Ziyoko US and 合肥宽岱商贸有限公司 <sup>1</sup>
<b>Amazon</b>	Amazon.com, a Seattle, Washington-based, online marketplace and e-commerce platform owned by Amazon.com, Inc., a Delaware corporation, 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 consumers worldwide and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiffs
<b>New York Address</b>	224 Madison Ave, Suite 411, New York, NY 10016
<b>Complaint</b>	Plaintiffs’ Complaint
<b>Application</b>	Plaintiffs’ <i>ex parte</i> application for: 1) a temporary

	restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants’ Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 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
<b>Miller Dec.</b>	Declaration of Robert Miller in Support of Plaintiffs’ Application
<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiffs’ Application
<b>CoComelon Content</b>	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children’s songs
<b>CoComelon Applications</b>	<p>88/681,262 for “COCOMELON” for goods in Class 28; 88/681,248 for “COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods in</p> <p style="text-align: center;">  </p> <p>Class 25; 88/945,840 for “  ” for</p> <p style="text-align: center;">  </p> <p>goods in Class 3; 88/681,276 for “  ” for goods in Class 25; 88/681,270 for “</p> <p style="text-align: center;">  </p> <p>” for goods in Class 9; and</p> <p style="text-align: center;">  </p> <p>88/681,280 for “  ” for goods in</p>

	Class 28
<b>CoComelon Registrations</b>	<p>U.S. Trademark Registration Nos.: 6,375,368 for “COCOMELON” for goods in Class 16; 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25;</p>  <p>5,918,526 for “CoComelon” for goods in Classes 9</p>  <p>and 41; and 6,563,758 for “CoComelon” for goods in Class 25</p>
<b>CoComelon Marks</b>	The marks covered by the CoComelon Registrations and CoComelon Applications
<b>CoComelon Works</b>	U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo
<b>CoComelon Products</b>	A variety of consumer products including toys, apparel, backpacks and other gear
<b>Counterfeit Products</b>	Products bearing or used in connection with the CoComelon Marks and/or CoComelon Works, and/or products in packaging and/or containing labels and/or hang tags bearing the CoComelon Marks and/or CoComelon Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works and/or products that are identical or confusingly or substantially similar to the CoComelon Products
<b>Infringing Listings</b>	Defendants’ listings for Counterfeit Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Amazon, 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 persons in active concert or participation with any of them
<b>Merchant Storefronts</b>	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 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
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said accounts are located in the U.S. or abroad)
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as 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
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Amazon, 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

Plaintiffs by and through their undersigned counsel, alleges as follows:<sup>1</sup>

**NATURE OF THE ACTION**

1. This action involves claims for trademark infringement of Plaintiffs' federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiffs' federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); trademark infringement of Plaintiffs' unregistered trademarks in violation of 15 U.S.C. § 1125; false designation of origin, passing off and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiffs' federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* and related state and common law claims, arising from the infringement of the CoComelon Marks and CoComelon Works, including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unlicensed, counterfeit and infringing versions of Plaintiffs' CoComelon Products by Defendants.

**JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum

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<sup>1</sup> Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary.

of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in New York pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York, and/or derive substantial revenue from their business transactions in New York and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, and/or Defendants' illegal counterfeiting and infringing actions caused injury to Plaintiffs in New York such that Defendants should reasonably expect such actions to have consequences in New York, for example:

a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Amazon as well as any and all as yet undiscovered User Accounts, through which consumers in the U.S., including New York, can view one or more of Defendants' Merchant Storefronts that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.

b. Upon information and belief, Defendants are sophisticated sellers, each operating one or more commercial businesses through their respective User Accounts, using



their Merchant Storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Counterfeit Products at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

c. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address.

d. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Counterfeit Products.

e. Upon information and belief, Defendants are aware of Plaintiffs, their CoComelon Products, CoComelon Marks and CoComelon Works, and are aware that their illegal counterfeiting and infringing actions alleged herein are likely to cause injury to Plaintiffs in the U.S. and specifically, in New York.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in New York.

#### **THE PARTIES**

5. Plaintiff Moonbug Entertainment Limited is a private limited company organized and existing under the laws of the United Kingdom, with an address of 3-6, 2<sup>nd</sup> Floor, LABS Upper Lock, Water Ln, London, NW1 8JZ, United Kingdom.

6. Plaintiff Treasure Studio, Inc. is a domestic corporation with a principal place of business at 18100 Von Karman #400, Irvine, California 92612.

7. Upon information and belief, Defendants are merchants on the Amazon online marketplace platform, through which Defendants offer for sale and/or sell Counterfeit Products,

with a principal place of business at the addresses identified, if any, in the printouts of screenshots of Defendants' Merchant Storefronts in **Exhibit D**.

## **GENERAL ALLEGATIONS**

### **Plaintiffs and Their Well-Known CoComelon Content and CoComelon Products**

8. Plaintiffs are global entertainment companies that create and distribute inspiring and engaging stories to expand the worlds and minds of children under their own popular brands such as Blippi, Little Baby Bum, Arpo and The Sharksons, as well as in partnership with prominent children's entertainment brands including Mattel Inc., Nickelodeon, Procter & Gamble and LEGO.

9. Plaintiffs are the owners of the intellectual property assets for the popular CoComelon Content.

10. The CoComelon channel on YouTube is ranked the #1 Kids YouTube channel and the #1 YouTube educational channel.

11. On February 24, 2022, YouTube channel *CoComelon* became the second channel to surpass 130 million subscribers.

12. In addition to streaming content, Plaintiffs have also developed a variety of consumer products such as toys, apparel, backpacks and other gear. Images of the CoComelon Products are attached hereto as **Exhibit A**.



13. Plaintiffs sell their CoComelon Products in major retailers, department stores and online marketplaces, including, but not limited to: Walmart, Target and Amazon and through the official CoComelon store at <https://shop.moonbug.com/collections/cocomelon>.

14. The CoComelon Products typically retail for between \$1.99-74.99.



15. While Plaintiffs have gained significant common law trademark and other rights in their CoComelon Products, through their use, advertising and promotion, Plaintiffs have also protected their

valuable rights by filing for and/or obtaining federal trademark registrations.


16. For example, Moonbug is the owner of one of the CoComelon Registrations (i.e., U.S. Trademark Registration No. 6,375,368 for “COCOMELON” for goods in Class 16) and Treasure is the owner of the remaining CoComelon Registrations (i.e., U.S. Trademark Registration Nos. 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25; 5,918,526 for “

 CoComelon” for goods in Classes 9 and 41; and 6,563,758 for “  CoComelon ” for goods in Class 25). Treasure also applied for the registrations of the CoComelon Applications (i.e., U.S. Trademark Serial Application Nos.: 88/681,262 for “COCOMELON” for goods in Class 28; 88/681,248 for “COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods

 CoComelon ” for goods in Class 25; 88/945,840 for “  CoComelon ” for goods in Class 3; 88/681,276 for “

 CoComelon ” for goods in Class 25; 88/681,270 for “  CoComelon ” for goods in Class



9; and 88/681,280 for “  ” for goods in Class 28). True and correct copies of the CoComelon Registrations and CoComelon Applications are attached hereto as **Exhibit B** and incorporated herein by reference.

17. The CoComelon Marks are currently in use in commerce in connection with CoComelon Products. The CoComelon Marks were first used in commerce on or before the dates of first use as reflected in the CoComelon Registrations attached hereto as part of **Exhibit B**.

18. In addition, Plaintiff Treasure is also the owner of registered copyrights in and related to the CoComelon Products.

19. For example, Treasure owns the CoComelon Works (i.e. U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo). True and correct copies of the registration certificates for the CoComelon Works are attached hereto as **Exhibit C** and incorporated herein by reference.

20. The success of the CoComelon Products is due in part to Plaintiffs’ marketing and promotional efforts. These efforts currently include advertising and promotion through social media, the CoComelon website (available at <https://www.cocomelon.com/>) and other advertising, among other efforts domestically and abroad, including in New York.

21. Plaintiffs’ success is also due to its use of the highest quality materials and processes in making the CoComelon Products, which meet or exceed U.S. standards.

22. Additionally, Plaintiffs owe a substantial amount of the success of the CoComelon Products to their consumers and word-of-mouth buzz that their consumers have generated.

23. Plaintiffs' efforts, the quality of CoComelon Products and the word-of-mouth buzz generated by their consumers, the CoComelon Marks, CoComelon Works and CoComelon Products have become prominently placed in the minds of the public. Members of the public have become familiar with the CoComelon Marks, CoComelon Works and CoComelon Products and have come to associate them exclusively with Plaintiffs. Plaintiffs have acquired a valuable reputation and goodwill among the public as a result of such associations.

24. Plaintiffs have gone through great lengths to protect their interests in the CoComelon Marks, CoComelon Works and CoComelon Products. No one other than Plaintiffs and their authorized licensees and distributors are authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the CoComelon Marks and CoComelon Works without the express permission of Plaintiffs.

### **Amazon and Defendants' User Accounts**

25. Amazon is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products originating primarily from China,<sup>2</sup> among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

26. Amazon is recognized as one of the leaders of the worldwide e-commerce and digital retail market and was projected to generate approximately \$367.19 billion in U.S. retail e-commerce sales in 2021, over 40% of the U.S. e-commerce market.<sup>3</sup> As of last year, Amazon had a market capital of \$1.729 trillion, making it the third largest public company in the U.S.<sup>4</sup>

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<sup>2</sup> See Juozas Kaziukenas, *Chinese Sellers Are Building Brands on Amazon*, MARKETPLACE PULSE (Dec. 6, 2018), <https://www.marketplacepulse.com/articles/chinese-sellers-are-building-brands-on-amazon>.

<sup>3</sup> See Blake Drosche, *Amazon Dominates US Ecommerce, Though Its Market Share Varies By Category*, EMARKETER.COM (Apr. 27, 2021), <https://www.emarketer.com/content/amazon-dominates-us-ecommerce-though-its-market-share-varies-by-category>.

<sup>4</sup> Palash Ghosh, *As Microsoft Nears \$2 Trillion Market Cap, Amazon Is Most Likely To Reach That Level Next*, FORBES,

27. Many of the third-party merchants that have User Accounts with and operate Merchant Storefronts on Amazon, like Defendants, are located in China, with approximately 38% of the top brands on Amazon emanating from sellers based in China in 2021.<sup>5</sup>

28. Amazon aggressively uses the Internet and television, to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. For example, in 2021 alone, Amazon spent approximately \$16.9 billion on advertising worldwide.<sup>6</sup>

29. As addressed in numerous news reports,<sup>7</sup> and as reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Amazon,<sup>8</sup> an astronomical number of counterfeit and infringing products are offered for sale and sold on Amazon at a rampant rate.<sup>9</sup>

30. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and on their Merchant Storefronts on Amazon as well as potentially yet undiscovered additional online marketplace platforms.

31. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in

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<https://www.forbes.com/sites/palashghosh/2021/04/26/as-microsoft-nears-2-trillion-market-cap-amazon-is-most-likely-to-reach-that-level-next/?sh=1a82b933142e>.

<sup>5</sup> See, e.g., Michael Waters, *Amazon Briefing: The Relationship Between Chinese Sellers and Amazon Is Straining*, MODERN RETAIL (September 30, 2021) (noting that 38% of the top brands on Amazon are sellers based in China).

<sup>6</sup> See *Annual advertising costs of Amazon from 2014-2021*, STATISTA, [https://www.statista.com/statistics/678153/amazon-ad-cost/#:~:text=Since%202014%2C%20Amazon's%20annual%20advertising,dollars%20in%20the%20previous%20year.\(last%20visited%20June%2014,%202022\).](https://www.statista.com/statistics/678153/amazon-ad-cost/#:~:text=Since%202014%2C%20Amazon's%20annual%20advertising,dollars%20in%20the%20previous%20year.(last%20visited%20June%2014,%202022).)

<sup>7</sup> See, e.g., Louise Matsakis, *Amazon Wants Brands to Fight Fake Products Themselves*, WIRED (Mar. 1, 2019), <https://www.wired.com/story/amazon-fake-products-project-zero/>.

<sup>8</sup> See, e.g., *Apple Inc. v. Mobile Star LLC*, No. C17-1120 RAJ (W.D. Cal. Aug. 4, 2017) and *Diamler AG v. Amazon.com, Inc.*, 16-cv-00518-RSM (W.D. Wash. Mar. 11, 2019).

<sup>9</sup> See Steve Brachmann, *Amazon's Counterfeit Problem is a Big One-for Shareholders, Brand Owners and Consumers Alike*, IP WATCHDOG (Feb. 27, 2019), <http://www.ipwatchdog.com/2019/02/27/amazons-counterfeit-problem-big-one-for-everyone/id=106710/>.

the U.S., including New York, and throughout the world.

32. Defendants' Merchant Storefronts share unique identifiers, such as design elements along with similarities in price, description of the goods offered and of the Counterfeit Products themselves offered for sale.

33. Defendants are in constant communication with each other and regularly participate in online chatroom discussions involving illegal counterfeiting activities, pending litigation and potential new lawsuits.

### **Defendants' Wrongful and Infringing Conduct**

34. Particularly in light of Plaintiffs' success with their CoComelon Products, as well as the reputation they have gained, Plaintiffs and their CoComelon Products have become targets for unscrupulous individuals and entities who wish to capitalize on the goodwill, reputation and fame that Plaintiffs have amassed in their CoComelon Products, CoComelon Marks and CoComelon Works and Plaintiffs investigate and enforce against such activities.

35. As part of these efforts, Plaintiffs authorized Epstein Drangel to investigate and research manufacturers, wholesalers, retailers and/or other merchants offering for sale and/or selling Counterfeit Products on Amazon.

36. Through Epstein Drangel's investigative and enforcement efforts, Plaintiffs learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Screenshots of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit D** attached hereto and incorporated herein by reference.

37. Defendants are not, and have never been, authorized by Plaintiffs or any of their authorized agents, authorized licensees or authorized distributors to copy, manufacture, import, export, advertise, distribute, offer for sale or sell the CoComelon Products or to use the CoComelon Marks and/or CoComelon Works, or any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and CoComelon Works.

38. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiffs' CoComelon Products, only with minor variations that no ordinary consumer would recognize.

39. During its investigation, Epstein Drangel identified Defendants as offering for sale and/or selling Counterfeit Products and specified a shipping address located at the New York Address and verified that each Defendant provides shipping to the New York Address. Screenshots of the checkout pages for the Counterfeit Products and pages from Defendants' Merchant Storefronts reflecting that the Defendants ship the Counterfeit Products to the New York Address are included in **Exhibit D**.

40. Epstein Drangel confirmed that each Defendant is currently offering for sale and/or selling Counterfeit Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. Epstein Drangel's findings are supported by Defendants' listings for Counterfeit Products and/or the checkout pages for the Counterfeit Products, which are included in **Exhibit D**.

41. For example, below on the left is an image of one of Plaintiffs' CoComelon Products. Depicted further below is a listing for Defendant BUAUA's Counterfeit Product ("BUAUA Infringing Listing" and "BUAUA Counterfeit Product," respectively). The BUAUA Infringing





Marks and/or CoComelon Works and/or confusingly or substantially similar marks or artwork in the listing title “**Cocomelon** Birthday Party Supplies for Kids,**Cocomelon** Decoration with Happy Birthday Banners,Balloons,Cupcake Toppers,Stickers for Girls Boys” (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the CHAOZE Counterfeit Product is virtually identical to one of Plaintiffs’ CoComelon Products and features and/or incorporates one or more of the CoComelon Marks and/or CoComelon Works. There is no question that the CHAOZE Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs’ CoComelon Products or that the CHAOZE Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of one or more of the CoComelon Marks and/or CoComelon Works:

**CoComelon Product**



**Defendant’s Counterfeit Product**



43. As another example, below on the left is an image of one of Plaintiffs’ CoComelon Products. Depicted further below is a listing for Defendant haoshaoxiong’s Counterfeit Product (“haoshaoxiong Infringing Listing” and “haoshaoxiong Counterfeit Product,” respectively). The Dream Six Infringing Listing appears on Defendant haoshaoxiong’s Merchant Storefront, <https://www.amazon.com/s?me=A1YDH1EZTCAJTA>, and offers the haoshaoxiong Counterfeit

Product for \$21.99 per item, using, featuring and/or incorporating one or more of the CoComelon Marks and/or CoComelon Works and/or confusingly or substantially similar marks or artwork in the descriptions and/or product images in the body of the listing. Further, the haoshaoxiong Counterfeit Product is virtually identical to one of Plaintiffs' CoComelon Products and features and/or incorporates one or more of the CoComelon Marks and/or CoComelon Works. There is no question that the haoshaoxiong Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' CoComelon Products or that the haoshaoxiong Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of one or more of the CoComelon Marks and/or CoComelon Works:

**CoComelon Product**



**Defendant's Counterfeit Product**



44. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants violated Plaintiffs' exclusive rights in the CoComelon Marks and/or CoComelon Works, and have used marks and/or artwork that are confusingly similar to, identical to, substantially similar to and/or constitute counterfeiting and/or infringement of the CoComelon Marks and/or CoComelon Works in order to confuse

consumers into believing that such Counterfeit Products are the CoComelon Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiffs' adoption and use of the CoComelon Marks and/or CoComelon Works, after Plaintiffs obtained federal registrations in the CoComelon Marks and CoComelon Works, as alleged above, and after Plaintiffs' CoComelon Products, CoComelon Marks and CoComelon Works became well-known to the purchasing public.

45. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiffs' ownership of the CoComelon Marks and CoComelon Works, of the fame and incalculable goodwill associated therewith and of the popularity and success of the CoComelon Products, and in bad faith adopted the CoComelon Marks and/or CoComelon Works.

46. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiffs' rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiffs, the CoComelon Marks, CoComelon Works and CoComelon Products.

47. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause confusion, mistake, economic loss, and has, and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiffs, thereby damaging Plaintiff.

48. By engaging in these actions, Defendants have, jointly and severally, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the CoComelon Marks and/or

CoComelon Works, committed unfair competition and unfairly and unjustly profited from such activities at Plaintiffs' expense.

49. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiffs.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION (Trademark Counterfeiting)**

**[15 U.S.C. § 1114(1)(b)/Lanham Act § 32; 15 U.S.C. § 1116(d)/Lanham Act § 34; 15 U.S.C. § 1117(b)-(c)/Lanham Act § 35]**

50. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

51. Plaintiffs are the exclusive owners of all right and title to the CoComelon Marks.

52. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since on or before the dates of first use as reflected in the registration certificates attached hereto as **Exhibit B**.

53. Without Plaintiffs' authorization or consent, with knowledge of Plaintiffs' well-known and prior rights in their CoComelon Marks and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the CoComelon Marks and/or used spurious designations that are identical with, or indistinguishable from, the CoComelon Marks on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

54. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiffs, in or affecting interstate commerce, and/or have acted

with reckless disregard of Plaintiffs' rights in and to the CoComelon Marks through their participation in such activities.

55. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the CoComelon Marks to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiffs, thereby making substantial profits and gains to which they are not entitled in law or equity.

56. Defendants' unauthorized use of the CoComelon Marks on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiffs or their authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the CoComelon Marks.

57. Defendants' actions constitute willful counterfeiting of the CoComelon Marks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

58. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiffs, their business, their reputation and their valuable rights in and to the CoComelon Marks and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and unless immediately enjoined, Defendants will

continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and their valuable CoComelon Marks.

59. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION  
(Infringement of Registered Trademarks)  
[115 U.S.C. § 1114/Lanham Act § 32(a)]**

60. Plaintiffs plead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

61. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since on or before the dates of first use as reflected in the CoComelon Registrations attached hereto as **Exhibit B**.

62. Plaintiffs, as owners of all right, title and interest in and to the CoComelon Marks and CoComelon Registrations, have standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

63. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiffs are the owners of the federal trademark registrations for the CoComelon Marks.

64. Defendants did not seek and thus inherently failed to obtain consent or authorization from Plaintiffs, as the registered trademark owners of the CoComelon Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail,

offer for sale and/or sell the CoComelon Products and/or related products bearing the CoComelon Marks into the stream of commerce.

65. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the CoComelon Marks and/or which are identical or confusingly similar to the CoComelon Marks.

66. Defendants knowingly and intentionally reproduced, copied and colorably imitated the CoComelon Marks and applied such reproductions, copies or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

67. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiffs are the owners of all rights in and to the CoComelon Marks.

68. Defendants' egregious and intentional use of the CoComelon Marks in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are Plaintiffs' CoComelon Products or are otherwise associated with, or authorized by, Plaintiffs.

69. Defendants' actions have been deliberate and committed with knowledge of Plaintiffs' rights and goodwill in the CoComelon Marks, as well as with bad faith and the intent to



cause confusion, mistake and deception.

70. Defendants' continued, knowing, and intentional use of the CoComelon Registrations without Plaintiffs' consent or authorization constitutes intentional infringement of Plaintiffs' federally registered CoComelon Marks in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

71. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiffs have suffered substantial monetary loss and irreparable injury, loss and damage to their businesses and their valuable rights in and to the CoComelon Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and the valuable CoComelon Marks.

72. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117, and 1118, and reasonable attorneys' fees and costs.

**THIRD CAUSE OF ACTION**  
**(Infringement of Unregistered Trademarks)**  
**[15 U.S.C. § 1125/Lanham Act § 43(a)]**

73. Plaintiffs plead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

74. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since

on or before the dates of first use as reflected in the CoComelon Applications attached hereto as **Exhibit B**.

75. Plaintiff, Treasure, as the owner of all right, title and interest in and to the CoComelon Marks and CoComelon Applications has standing to maintain an action for trademark infringement under 15 U.S.C. § 1125.

76. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff Treasure is the owner of the CoComelon Marks.

77. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiff Treasure, as the trademark owner of the CoComelon Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell CoComelon Products and/or related products bearing the CoComelon Marks into the stream of commerce.

78. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products bearing and/or utilizing marks that are reproductions, copies and/or colorable imitations of the CoComelon Applications and/or which are identical or confusingly similar to the CoComelon Marks.

79. Defendants knowingly and intentionally reproduced, copied and colorably imitated the CoComelon Marks and applied such reproductions, copies or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

80. Defendants were, at the time they engaged in their illegal and infringing actions as

alleged herein, actually aware that Plaintiff Treasure is the owner of all rights in and to the CoComelon Marks.

81. Defendants' egregious and intentional use of the CoComelon Marks in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are CoComelon Products or are otherwise associated with or authorized by Plaintiff.

82. Defendants' actions have been deliberate and committed with knowledge of Plaintiffs' rights and goodwill in the CoComelon Marks, as well as with bad faith and the intent to cause confusion, mistake and deception.

83. Defendants' continued, knowing and intentional use of the CoComelon Marks without Plaintiffs' consent or authorization constitutes intentional infringement of the CoComelon Applications in violation of §43 of the Lanham Act, 15 U.S.C. § 1125.

84. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiffs have suffered substantial monetary loss and irreparable injury, loss and damage to their business and their valuable rights in and to the CoComelon Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and their valuable CoComelon Marks.

85. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained and will sustain as a result of

Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118, and reasonable attorneys' fees and costs.

**FOURTH CAUSE OF ACTION**  
**(False Designation of Origin, Passing Off & Unfair Competition)**  
**[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]**

86. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

87. Plaintiffs, as the owner of all right, title and interest in and to the CoComelon Marks have standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

88. The CoComelon Marks are inherently distinctive and/or have acquired distinctiveness.

89. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly similar to, and constitute reproductions of the CoComelon Marks and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products with the intent to cause confusion, to cause mistake and to deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are CoComelon Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiffs and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on

the goodwill associated with, and the consumer recognition of, the CoComelon Marks, to Defendants' substantial profit in blatant disregard of Plaintiffs' rights.

90. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiffs' CoComelon Products using marks that are identical and/or confusingly similar to, or which constitute colorable imitations of the CoComelon Marks, Defendants have traded off the extensive goodwill of Plaintiffs and their CoComelon Products and did in fact induce, and intend to, and will continue to induce customers to purchase Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiffs. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiffs and their CoComelon Marks, which Plaintiffs have amassed through its nationwide marketing, advertising, sales and consumer recognition.

91. Defendants knew, or by the exercise of reasonable care should have known, that their adoption and commencement of and continuing use in commerce of marks that are identical or confusingly similar to and constitute reproductions of the CoComelon Marks would cause confusion, mistake or deception among purchasers, users and the public.

92. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation Plaintiffs, their CoComelon Products and CoComelon Marks.

93. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiffs by depriving Plaintiffs of sales of their CoComelon

Products and by depriving Plaintiffs of the value of their CoComelon Marks as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiffs and the goodwill and reputation associated with the value of the CoComelon Marks.

94. Based on Defendants' wrongful conduct, Plaintiffs are entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiffs have sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

**FIFTH CAUSE OF ACTION**  
**(Federal Copyright Infringement)**  
**[17 U.S.C. § 501(a)]**

95. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

96. Plaintiff Treasure is the exclusive owner of the CoComelon Works.

97. Defendants had actual notice of Plaintiff's exclusive rights in and to the CoComelon Works.

98. Defendants did not attempt and therefore inherently failed to obtain Plaintiffs' consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiffs' CoComelon Products and/or CoComelon Works.

99. Without permission, Defendants knowingly and intentionally reproduced, copied, and displayed the CoComelon Works by manufacturing, importing, exporting, advertising, marketing,

promoting, distributing, displaying, offering for sale and/or selling infringing products which bear such CoComelon Works, or artwork that is, at a minimum, substantially similar to the CoComelon Works.

100. Defendants' unlawful and willful actions as alleged herein constitute infringement of the CoComelon Works, including Plaintiffs' exclusive rights to reproduce, distribute and/or sell such CoComelon Works in violation of 17 U.S.C. § 501(a).

101. Defendants' knowing and intentional copyright infringement, as alleged herein, has caused substantial and irreparable harm to Plaintiffs in an amount as yet unknown but to be proven at trial, for which Plaintiffs have no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiffs.

102. Based on Defendants' wrongful conduct, Plaintiffs are entitled to injunctive relief, Plaintiffs' actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement, and reasonable attorneys' fees and costs.

**SIXTH CAUSE OF ACTION  
(Unfair Competition)  
[New York Common Law]**

103. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

104. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiffs and their CoComelon Products to induce, and did induce and intend and will continue to induce, customers to purchase their Counterfeit Products, thereby directly competing with Plaintiffs. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill

and reputation of Plaintiffs, which Plaintiffs have amassed through its nationwide marketing, advertising, sales and consumer recognition.

105. Defendants' advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiffs' rights and is likely to cause confusion and mistake, and to deceive consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

106. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion and mistake, or deceive purchasers, users and the public.

107. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion and mistake, and to deceive, in blatant disregard of Plaintiffs' rights, and for the wrongful purpose of injuring Plaintiff, and its competitive position while benefiting Defendants.

108. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiffs have been and will continue to be deprived of substantial sales of its CoComelon Products in an amount as yet unknown but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and Plaintiffs have been and will continue to be deprived of the value of their CoComelon Marks and CoComelon Works as commercial assets in an amount as yet unknown but to be determined at trial, for which Plaintiffs have no adequate remedy at law.



109. As a result of Defendants' actions alleged herein, Plaintiffs are entitled to injunctive relief, an order granting Plaintiffs' damages and Defendants' profits stemming from their infringing activities, and exemplary or punitive damages for Defendants' intentional misconduct.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiffs' damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiffs' actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the Court considers just, which Plaintiffs may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiffs' damages in an amount to be proven at trial for willful trademark infringement of Plaintiffs' federally registered CoComelon Marks, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiffs' damages pursuant to 15 U.S.C. §

1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. §1125(a);

E. For an award of Plaintiffs' actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b), in an amount to be proven at trial for willful copyright infringement of the CoComelon Works under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiffs' actual damages and Defendants' profits for copyright infringement of the CoComelon Works pursuant to 17 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement pursuant to 17 U.S.C. § 504(c) for willful copyright infringement, which Plaintiffs may elect prior to the rendering of final judgment;

G. For an award of damages to be proven at trial for common law unfair competition;

H. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, attorneys, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiffs' CoComelon Marks and CoComelon Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' CoComelon Marks and CoComelon Works, to identify any goods or services

- not authorized by Plaintiffs;
- iv. using any of Plaintiffs' CoComelon Marks or CoComelon Works, or any other marks or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
  - v. 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 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 Defendants and Defendants' commercial activities by Plaintiffs;
  - vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
  - vii. engaging in any other actions that constitute unfair competition with Plaintiffs;
  - viii. engaging in any other act in derogation of Plaintiffs' rights;
  - ix. from 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 Defendants' User Accounts or Merchant Storefronts, Defendants' Assets from or to Defendants' Financial Accounts and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- x. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;
- xi. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in any final judgment or order in this action;
- xii. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- xiii. instructing any other person or entity to engage or perform any of the activities referred to in subparagraphs (i) through (xii) above; and

I. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiffs for destruction 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 such distributors and retailers that infringe any of Plaintiffs' CoComelon Marks or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works;

- J. For an order of the Court requiring that Defendants 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 Defendants that infringe any of Plaintiffs' CoComelon Marks or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works pursuant to 15 U.S.C. § 1118;
- K. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Counterfeit Products as described herein, including prejudgment interest;
- L. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiffs;
- M. For an award of exemplary or punitive damages in an amount to be determined by the Court;
- N. For Plaintiffs' reasonable attorneys' fees;
- O. For all costs of suit; and
- P. For such other and further relief as the Court may deem just and equitable.


**DEMAND FOR JURY TRIAL**

Plaintiffs respectfully demand a trial by jury on all claims.

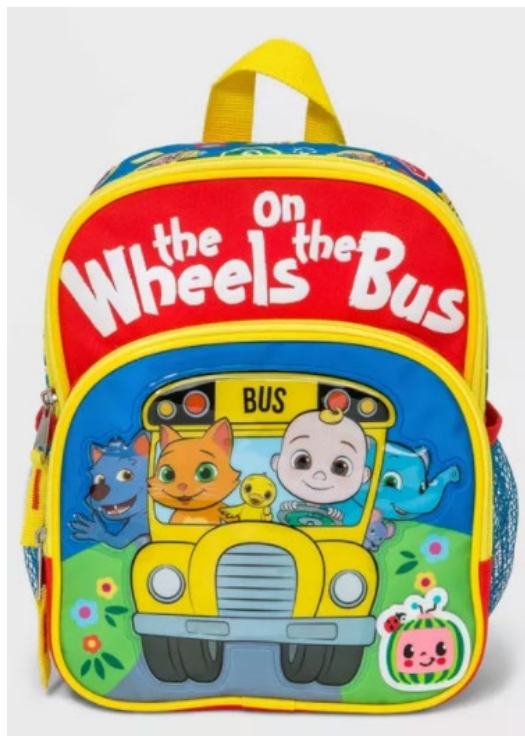
Dated: June 16, 2022

Respectfully submitted,

EPSTEIN DRANGEL LLP

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# **EXHIBIT A**







# **EXHIBIT B**

# United States of America

United States Patent and Trademark Office

## COCOMELON

**Reg. No. 6,375,368**

**Registered Jun. 08, 2021**

**Int. Cl.: 16**

**Trademark**

**Principal Register**

Moonbug Entertainment Limited (UNITED KINGDOM PRIVATE LIMITED COMPANY)

Labs Upper Lock,

2nd Floor 3-6 Water Lane, Camden Town Lo

UNITED KINGDOM

CLASS 16: Paper and cardboard; printed matter, namely, paper signs, books, newsletters, brochures, magazines and comics in the field of children's entertainment and education; bookbinding material; photographs; stationery and office requisites in the nature of staplers, adhesive tape dispensers and rubber bands, except furniture; adhesives for stationery or household purposes; drawing materials and materials for artists, namely, paintbrushes, crayons and drawing pens; paintbrushes; printed instructional and teaching materials in the field of children's education and entertainment; plastic sheets, films and bags for wrapping and packaging; printers' type, printing blocks; cartoon prints; printed cartoon strips; story books; printed colouring books; printed children's comics; children's storybooks; painting books; printed books in the field of children's entertainment and education; poster books; novels; educational books featuring pre-school and elementary level English and mathematics and general knowledge; picture books; drawing books; printed books for children; sticker activity books; printed pop-up books in the field of children's educational books featuring pre-school and elementary level English and mathematics; children's activity books; series of fiction books; printed children's books incorporating an audio component; stationery; printed stationery; paper stationery; stationery and educational supplies, namely, writing paper, pens and pencils; greeting cards; birthday cards; blank cards; postcards; diaries; stickers being stationery; pencils; pen and pencil cases; pens; colouring pens; colouring crayons; colouring pencils; chalk; rulers, namely, drawing rulers, drafting rulers, ungraduated rulers; erasers; printed wall charts, namely, blank charts and charts for displaying data about human height; gift bags; paper bags; paper wall decals; tissues, namely, tissue paper; paper party decorations; printed party invitations; paper party bags; modelling clay for children; drawing pads; printed note pads; writing pads; stencils; paper gift cards being stationery; printed magazines featuring children's entertainment and education; printed teaching activity guides in the field of math, English, science and pre-school and elementary level general learning; plastic gift wrap; advertising posters; printed advertising publications, namely, brochures and magazines in the field of children's entertainment and education; printed invitations; arts and crafts paint kits; replacement parts therefor included in this class

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

PRIORITY DATE OF 07-24-2020 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1570479 DATED 07-24-2020, EXPIRES 07-24-2030

SER. NO. 79-302,227, FILED 07-24-2020



*Donna H. H. H.*

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# United States of America

United States Patent and Trademark Office



**Reg. No. 5,918,526**

**Registered Nov. 26, 2019**

**Int. Cl.: 9, 41**

**Service Mark**

**Trademark**

**Principal Register**

Treasure Studio, Inc. (CALIFORNIA CORPORATION)  
18100 Von Karman Avenue, Suite 400  
Irvine, CALIFORNIA 92612

CLASS 9: Audio recordings featuring children's nursery rhymes and songs; Audio and video recordings featuring children's nursery rhymes and songs

FIRST USE 1-9-2019; IN COMMERCE 1-9-2019

CLASS 41: Educational and entertainment services, namely, providing on-line interactive children's stories; Providing on-line videos featuring 3D-animation, educational stories for children, children's nursery rhymes and sing-along songs, not downloadable; Providing a website featuring non-downloadable audio recordings in the field of educational stories for children, children's nursery rhymes and sing-along songs

FIRST USE 8-17-2018; IN COMMERCE 8-17-2018

The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.

SER. NO. 88-302,374, FILED 02-14-2019



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

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# United States of America

United States Patent and Trademark Office

## COCOMELON

**Reg. No. 5,830,142**

**Registered Aug. 06, 2019**

**Int. Cl.: 9, 41**

**Service Mark**

**Trademark**

**Principal Register**

Treasure Studio, Inc. (CALIFORNIA CORPORATION)  
18100 Von Karman Avenue, Suite 400  
Irvine, CALIFORNIA 92612

CLASS 9: Audio recordings featuring children's nursery rhymes and songs

FIRST USE 1-9-2019; IN COMMERCE 1-9-2019

CLASS 41: Educational and entertainment services, namely, providing on-line interactive children's stories; Providing on-line videos featuring 3D-animation, educational stories for children, children's nursery rhymes and sing-along songs, not downloadable

FIRST USE 8-17-2018; IN COMMERCE 8-17-2018

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

SER. NO. 88-085,423, FILED 08-20-2018



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**



# United States of America

United States Patent and Trademark Office

## COCOMELON

**Reg. No. 6,421,553**

**Registered Jul. 13, 2021**

**Int. Cl.: 28**

**Trademark**

**Principal Register**

TREASURE STUDIO, INC. (CALIFORNIA CORPORATION)  
18100 Von Karman Avenue, Suite 400  
Irvine, CALIFORNIA 92612

CLASS 28: Toys, games and playthings, namely, plush toys, dolls

FIRST USE 8-31-2020; IN COMMERCE 8-31-2020

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

OWNER OF U.S. REG. NO. 5830142

SER. NO. 88-981,825, FILED 11-05-2019



A handwritten signature in black ink, appearing to read "Dennis Hanford".

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

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**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# United States of America

United States Patent and Trademark Office

## COCOMELON

**Reg. No. 6,521,784**

**Registered Oct. 12, 2021**

**Int. Cl.: 25**

**Trademark**

**Principal Register**

TREASURE STUDIO, INC. (CALIFORNIA CORPORATION)  
18100 Von Karman Avenue, Suite 400  
Irvine, CALIFORNIA 92612

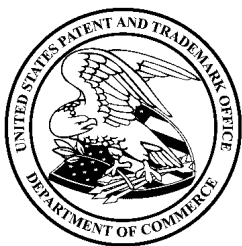
CLASS 25: Clothing, namely, shirts, sweatshirts, sweatpants, underwear, sleepwear

FIRST USE 10-00-2020; IN COMMERCE 10-00-2020

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

OWNER OF U.S. REG. NO. 5830142

SER. NO. 88-982,618, FILED 11-05-2019



*Dennis H. H. H.*

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

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# United States of America

United States Patent and Trademark Office



**Reg. No. 6,563,758**

**Registered Nov. 16, 2021**

**Int. Cl.: 25**

**Trademark**

**Principal Register**

TREASURE STUDIO, INC. (CALIFORNIA CORPORATION)  
18100 VON KARMAN AVENUE, SUITE 400  
IRVINA, CALIFORNIA 92612

CLASS 25: Clothing, namely, shirts, sweatshirts, underwear, sleepwear

FIRST USE 10-00-2020; IN COMMERCE 10-00-2020

The colors red, orange, yellow, green, blue, purple, black, white, and pink are claimed as a feature of the mark.

The mark consists of a designed cartoon watermelon with a ladybug and antenna all above the literal element "COCOMELON". The watermelon has green stripes and contains a centered screen that is composed of a white border with pink interior. A smiley face, consisting of eyes, a nose, and a mouth that each contain white spots, appears atop the pink interior of the centered screen, in addition to pink shaded cheeks and a white spot that is above the right eye. A black, red, yellow, white, and blue ladybug appears on the top-left of the watermelon. A blue, purple, and pink antenna appears on the top-center of the watermelon. Each letter of "COCOMELON" appears in a different color, as follows from beginning to end: The letter "C" is red, "O" is orange, "C" and "O" are yellow, "M" and "E" are green, "L" and "O" are blue, and "N" is purple. The color gray represents background and is not part of the mark.

OWNER OF U.S. REG. NO. 5830142

SER. NO. 88-982,813, FILED 11-05-2019



Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88945840**

**Filing Date: 06/03/2020**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88945840
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="file:///TICRS/EXPORT18/IMAGEOUT18/88945840/88945840.xml1%20APP0002.JPG">\\TICRS\EXPORT18\IMAGEOUT18\88945840\88945840.xml1 \ APP0002.JPG</a>
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>LITERAL ELEMENT</b>	COCOMELON
<b>COLOR MARK</b>	YES
<b>COLOR(S) CLAIMED (If applicable)</b>	The color(s) red, orange, yellow, green, blue, purple, black, white, pink, and gray is/are claimed as a feature of the mark.
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of the design element of a cartoon watermelon with a ladybug and antenna all above the literal element "COCOMELON". The watermelon has green stripes and contains a centered screen that is composed of a white border with pink interior. A smiley face, consisting of eyes, a nose, and a mouth that each contain white spots, appears atop the pink interior of the centered screen, in addition to pink shaded cheeks and a white spot that is above the right eye. A black, red, yellow, white, and blue lady bug appears on the top- left of the watermelon. A blue, purple, and pink antenna appears on the top-center of the watermelon. The watermelon and antenna contain a gray shadow. Each letter of "COCOMELON" contains a gray shadow and appears in a different color, as follows from beginning to end: The letter "C" is red, "O" is orange, "C" and "O" are yellow, "M" and "E" are green, "L" and "O" are blue, and "N" is purple.
<b>PIXEL COUNT ACCEPTABLE</b>	NO
<b>PIXEL COUNT</b>	1100 x 1100
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*MAILING ADDRESS</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>*ZIP/POSTAL CODE</b>	

(Required for U.S. and certain international addresses)	92612
*EMAIL ADDRESS	XXXX
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	corporation
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY OF INCORPORATION	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
INTERNATIONAL CLASS	003
*IDENTIFICATION	Bath soap; body wash; shower gel; 3-in-1 soap for use as body wash, shampoo and conditioner; hand soap; hair shampoo; hair conditioner; hair detangler; bubble bath; bath foam
FILING BASIS	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
ACTIVE PRIOR REGISTRATION(S)	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142 and 5918526.
<b>ATTORNEY INFORMATION</b>	
NAME	Stacy J. Grossman
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Law Office of Stacy J. Grossman PLLC
STREET	888 Seventh Avenue, 10th Floor
CITY	New York
STATE	New York
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
ZIP/POSTAL CODE	10106
PHONE	212-873-6120
EMAIL ADDRESS	stacy@stacygrossmanlaw.com
<b>CORRESPONDENCE INFORMATION</b>	
NAME	Stacy J. Grossman
PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	stacy@stacygrossmanlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	ipDocket@stacygrossmanlaw.com
<b>FEE INFORMATION</b>	
APPLICATION FILING OPTION	TEAS Standard
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEES DUE	275
*TOTAL FEES PAID	275
<b>SIGNATURE INFORMATION</b>	



<b>SIGNATURE</b>	/Stacy J. Grossman/
<b>SIGNATORY'S NAME</b>	Stacy J. Grossman
<b>SIGNATORY'S POSITION</b>	Attorney of Record, New York State Bar Member
<b>SIGNATORY'S PHONE NUMBER</b>	212-873-6120
<b>DATE SIGNED</b>	06/03/2020

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 88945840**

**Filing Date: 06/03/2020**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (stylized and/or with design, see [mark](#))

The literal element of the mark consists of COCOMELON. The color(s) red, orange, yellow, green, blue, purple, black, white, pink, and gray is/are claimed as a feature of the mark. The mark consists of the design element of a cartoon watermelon with a ladybug and antenna all above the literal element "COCOMELON". The watermelon has green stripes and contains a centered screen that is composed of a white border with pink interior. A smiley face, consisting of eyes, a nose, and a mouth that each contain white spots, appears atop the pink interior of the centered screen, in addition to pink shaded cheeks and a white spot that is above the right eye. A black, red, yellow, white, and blue lady bug appears on the top- left of the watermelon. A blue, purple, and pink antenna appears on the top-center of the watermelon. The watermelon and antenna contain a gray shadow. Each letter of "COCOMELON" contains a gray shadow and appears in a different color, as follows from beginning to end: The letter "C" is red, "O" is orange, "C" and "O" are yellow, "M" and "E" are green, "L" and "O" are blue, and "N" is purple.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of

18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States  
XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 003: Bath soap; body wash; shower gel; 3-in-1 soap for use as body wash, shampoo and conditioner; hand soap; hair shampoo; hair conditioner; hair detangler; bubble bath; bath foam

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142 and 5918526.

The owner's/holder's proposed attorney information: Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Stacy J. Grossman  
PRIMARY EMAIL FOR CORRESPONDENCE: stacy@stacygrossmanlaw.com  
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): ipDocket@stacygrossmanlaw.com

**Requirement for Email and Electronic Filing:** I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 06/03/2020

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88945840

Payment Accounting Date: 06/03/2020

Serial Number: 88945840

Internet Transmission Date: Wed Jun 03 12:46:44 ET 2020

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-202006031246443

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29ce2fbc57f57a77cc774f793af6b7a9c481ba59

5-CC-46431648-20200603123056279507



Cocomelon

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681276**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681276
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681276\xml1\RFA0002.JPG">\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681276\xml1\RFA0002.JPG</a>
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>LITERAL ELEMENT</b>	COCOMELON
<b>COLOR MARK</b>	YES
<b>COLOR(S) CLAIMED (If applicable)</b>	The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark.
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.
<b>PIXEL COUNT ACCEPTABLE</b>	NO
<b>PIXEL COUNT</b>	1100 x 1100
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)</b>	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Clothing, namely, shirts, pants, sweaters, jackets, snowsuits, rainwear, coats, shorts, sweatshirts, sweatpants, dresses, skirts, undershirts, underwear, socks, sleepwear, swimwear; hats; scarves; gloves; footwear, namely, shoes, sandals, slippers, and

	athletic shoes; baby bibs not of paper; Halloween and masquerade costumes
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>*EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS RF
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275
<b>*TOTAL FEE DUE</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	

<b>SIGNATURE</b>	/Stacy J. Grossman/
<b>SIGNATORY'S NAME</b>	Stacy J. Grossman
<b>SIGNATORY'S POSITION</b>	Attorney of Record, New York State Bar Member
<b>SIGNATORY'S PHONE NUMBER</b>	212-873-6120
<b>DATE SIGNED</b>	11/05/2019

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681276**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (stylized and/or with design, see [mark](#))

The literal element of the mark consists of COCOMELON. The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark. The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, shirts, pants, sweaters, jackets, snowsuits, rainwear, coats, shorts, sweatshirts, sweatpants, dresses, skirts, undershirts, underwear, socks, sleepwear, swimwear; hats; scarves; gloves; footwear, namely, shoes, sandals, slippers, and athletic shoes; baby bibs not of paper; Halloween and masquerade costumes

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.



A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681276

Payment Accounting Date: 11/05/2019

Serial Number: 88681276

Internet Transmission Date: Tue Nov 05 18:54:13 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051854136

19376-88681276-700f33a193b1cbf6fab555114

b123824be62fdc43751bff1ad6f614b9491b9892

c-CC-54126285-20191105185249048944



Cocomelon

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681270**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681270
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681270\xml1\RFA0002.JPG">\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681270\xml1\RFA0002.JPG</a>
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>LITERAL ELEMENT</b>	COCOMELON
<b>COLOR MARK</b>	YES
<b>COLOR(S) CLAIMED (If applicable)</b>	The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark.
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.
<b>PIXEL COUNT ACCEPTABLE</b>	NO
<b>PIXEL COUNT</b>	1100 x 1100
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)</b>	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	009
<b>*IDENTIFICATION</b>	Downloadable mobile application featuring children's educational and entertainment matter, games, music, images, and animated cartoons; DVDs featuring children's educational and entertainment matter, games, music, images, and animated

	cartoons; sunglasses; microphones, headphones; bicycle helmets
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>*EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS RF
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275
<b>*TOTAL FEE DUE</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	

<b>SIGNATURE</b>	/Stacy J. Grossman/
<b>SIGNATORY'S NAME</b>	Stacy J. Grossman
<b>SIGNATORY'S POSITION</b>	Attorney of Record, New York State Bar Member
<b>SIGNATORY'S PHONE NUMBER</b>	212-873-6120
<b>DATE SIGNED</b>	11/05/2019

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681270**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (stylized and/or with design, see [mark](#))

The literal element of the mark consists of COCOMELON. The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark. The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Downloadable mobile application featuring children's educational and entertainment matter, games, music, images, and animated cartoons; DVDs featuring children's educational and entertainment matter, games, music, images, and animated cartoons; sunglasses; microphones, headphones; bicycle helmets

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681270

Payment Accounting Date: 11/05/2019

Serial Number: 88681270

Internet Transmission Date: Tue Nov 05 18:52:11 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051852115

67968-88681270-700c92aaab5aa5e2d8814ed1f

a4a6317bfd6b75ea9b5393305f65787744b5fa-C

C-52106259-20191105185044967343



Cocomelon



## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681262**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681262
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">COCOMELON</a>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	COCOMELON
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE</b> (Required for U.S. applicants)	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b> (Required for U.S. and certain international addresses)	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	028
<b>*IDENTIFICATION</b>	Toys, games and playthings, namely, plush toys, dolls, doll clothing and costumes, doll accessories, board games, card games, manipulative puzzles, electronic learning toys, squeeze toys, bath toys, beach toys, multiple activity baby toys, infant toys, baby rattles, puppets, bean bags, pull toys, ride-on toys, toy vehicles, toy scooters, sports balls, beach balls, playground balls, toy foam balls, wind up toys, balloons, toy building blocks, construction toys, toy shovels, toy pails, toy musical instruments, toy action figures and accessories therefor; party favors in the nature of small toys; Christmas tree ornaments; puzzles; card games; yo-yos; toy costumes; masks
<b>FILING BASIS</b>	SECTION 1(b)

<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>*EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS RF
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275
<b>*TOTAL FEE DUE</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Stacy J. Grossman/
<b>SIGNATORY'S NAME</b>	Stacy J. Grossman

<b>SIGNATORY'S POSITION</b>	Attorney of Record, New York State Bar Member
<b>SIGNATORY'S PHONE NUMBER</b>	212-873-6120
<b>DATE SIGNED</b>	11/05/2019

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681262**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (Standard Characters, see [mark](#))

The literal element of the mark consists of COCOMELON. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 028: Toys, games and playthings, namely, plush toys, dolls, doll clothing and costumes, doll accessories, board games, card games, manipulative puzzles, electronic learning toys, squeeze toys, bath toys, beach toys, multiple activity baby toys, infant toys, baby rattles, puppets, bean bags, pull toys, ride-on toys, toy vehicles, toy scooters, sports balls, beach balls, playground balls, toy foam balls, wind up toys, balloons, toy building blocks, construction toys, toy shovels, toy pails, toy musical instruments, toy action figures and accessories therefor; party favors in the nature of small toys; Christmas tree ornaments; puzzles; card games; yo-yos; toy costumes; masks

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681262

Payment Accounting Date: 11/05/2019

Serial Number: 88681262

Internet Transmission Date: Tue Nov 05 18:49:39 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051849399

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# COCOMELON

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681248**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681248
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">COCOMELON</a>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	COCOMELON
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)</b>	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	009
<b>*IDENTIFICATION</b>	Downloadable mobile application featuring children's educational and entertainment matter, games, music, images, and animated cartoons; DVDs featuring children's educational and entertainment matter, games, music, images, and animated cartoons; sunglasses; microphones, headphones; bicycle helmets
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

<b>ATTORNEY INFORMATION</b>	
NAME	Stacy J. Grossman
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Law Office of Stacy J. Grossman PLLC
STREET	888 Seventh Avenue, 10th Floor
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10106
PHONE	212-873-6120
EMAIL ADDRESS	stacy@stacygrossmanlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>CORRESPONDENCE INFORMATION</b>	
NAME	Stacy J. Grossman
FIRM NAME	Law Office of Stacy J. Grossman PLLC
STREET	888 Seventh Avenue, 10th Floor
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10106
PHONE	212-873-6120
*EMAIL ADDRESS	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
<b>SIGNATURE INFORMATION</b>	
SIGNATURE	/Stacy J. Grossman/
SIGNATORY'S NAME	Stacy J. Grossman
SIGNATORY'S POSITION	Attorney of Record, New York State Bar Member
SIGNATORY'S PHONE NUMBER	212-873-6120
DATE SIGNED	11/05/2019





## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681248**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (Standard Characters, see [mark](#))

The literal element of the mark consists of COCOMELON. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Downloadable mobile application featuring children's educational and entertainment matter, games, music, images, and animated cartoons; DVDs featuring children's educational and entertainment matter, games, music, images, and animated cartoons; sunglasses; microphones, headphones; bicycle helmets

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

## Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681248

Payment Accounting Date: 11/05/2019

Serial Number: 88681248

Internet Transmission Date: Tue Nov 05 18:45:52 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051845525

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# COCOMELON

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681280**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681280
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681280\xml1\RFA0002.JPG">\\TICRS\EXPORT17\IMAGEOUT17\886\812\88681280\xml1\RFA0002.JPG</a>
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>LITERAL ELEMENT</b>	COCOMELON
<b>COLOR MARK</b>	YES
<b>COLOR(S) CLAIMED (If applicable)</b>	The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark.
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.
<b>PIXEL COUNT ACCEPTABLE</b>	NO
<b>PIXEL COUNT</b>	1100 x 1100
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)</b>	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	028
	Toys, games and playthings, namely, plush toys, dolls, doll clothing and costumes, doll accessories, board games, card games, manipulative puzzles, electronic learning toys, squeeze toys, bath toys, beach toys, multiple activity baby toys, infant

<b>*IDENTIFICATION</b>	toys, baby rattles, puppets, bean bags, pull toys, ride-on toys, toy vehicles, toy scooters, sports balls, beach balls, playground balls, toy foam balls, wind up toys, balloons, toy building blocks, construction toys, toy shovels, toy pails, toy musical instruments, toy action figures and accessories therefor; party favors in the nature of small toys; Christmas tree ornaments; puzzles; card games; yo-yos; toy costumes; masks
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Stacy J. Grossman
<b>FIRM NAME</b>	Law Office of Stacy J. Grossman PLLC
<b>STREET</b>	888 Seventh Avenue, 10th Floor
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10106
<b>PHONE</b>	212-873-6120
<b>*EMAIL ADDRESS</b>	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS RF
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275

<b>*TOTAL FEE DUE</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Stacy J. Grossman/
<b>SIGNATORY'S NAME</b>	Stacy J. Grossman
<b>SIGNATORY'S POSITION</b>	Attorney of Record, New York State Bar Member
<b>SIGNATORY'S PHONE NUMBER</b>	212-873-6120
<b>DATE SIGNED</b>	11/05/2019

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681280**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (stylized and/or with design, see [mark](#))

The literal element of the mark consists of COCOMELON. The color(s) red, orange, yellow, green, blue, purple, black, white and pink is/are claimed as a feature of the mark. The mark consists of the wording "COCOMELON", with a cartoon watermelon and ladybug above the wording.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 028: Toys, games and playthings, namely, plush toys, dolls, doll clothing and costumes, doll accessories, board games, card games, manipulative puzzles, electronic learning toys, squeeze toys, bath toys, beach toys, multiple activity baby toys, infant toys, baby rattles, puppets, bean bags, pull toys, ride-on toys, toy vehicles, toy scooters, sports balls, beach balls, playground balls, toy foam balls, wind up toys, balloons, toy building blocks, construction toys, toy shovels, toy pails, toy musical instruments, toy action figures and accessories therefor; party favors in the nature of small toys; Christmas tree ornaments; puzzles; card games; yo-yos; toy costumes; masks

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark



Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681280

Payment Accounting Date: 11/05/2019

Serial Number: 88681280

Internet Transmission Date: Tue Nov 05 18:56:16 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051856168

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-CC-56156304-20191105185451824889



Cocomelon

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681253**

**Filing Date: 11/05/2019**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88681253
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">COCOMELON</a>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	COCOMELON
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Treasure Studio, Inc.
<b>*STREET</b>	18100 Von Karman Avenue, Suite 400
<b>*CITY</b>	Irvine
<b>*STATE</b> (Required for U.S. applicants)	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b> (Required for U.S. and certain international addresses)	92612
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Clothing, namely, shirts, pants, sweaters, jackets, snowsuits, rainwear, coats, shorts, sweatshirts, sweatpants, dresses, skirts, undershirts, underwear, socks, sleepwear, swimwear; hats; scarves; gloves; footwear, namely, shoes, sandals, slippers, and athletic shoes; baby bibs not of paper; Halloween and masquerade costumes
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>ACTIVE PRIOR REGISTRATION(S)</b>	The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

<b>ATTORNEY INFORMATION</b>	
NAME	Stacy J. Grossman
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Law Office of Stacy J. Grossman PLLC
STREET	888 Seventh Avenue, 10th Floor
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10106
PHONE	212-873-6120
EMAIL ADDRESS	stacy@stacygrossmanlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>CORRESPONDENCE INFORMATION</b>	
NAME	Stacy J. Grossman
FIRM NAME	Law Office of Stacy J. Grossman PLLC
STREET	888 Seventh Avenue, 10th Floor
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10106
PHONE	212-873-6120
*EMAIL ADDRESS	stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
<b>SIGNATURE INFORMATION</b>	
SIGNATURE	/Stacy J. Grossman/
SIGNATORY'S NAME	Stacy J. Grossman
SIGNATORY'S POSITION	Attorney of Record, New York State Bar Member
SIGNATORY'S PHONE NUMBER	212-873-6120
DATE SIGNED	11/05/2019

---

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88681253**

**Filing Date: 11/05/2019**

### To the Commissioner for Trademarks:

**MARK:** COCOMELON (Standard Characters, see [mark](#))

The literal element of the mark consists of COCOMELON. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Treasure Studio, Inc., a corporation of California, having an address of  
18100 Von Karman Avenue, Suite 400  
Irvine, California 92612  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, shirts, pants, sweaters, jackets, snowsuits, rainwear, coats, shorts, sweatshirts, sweatpants, dresses, skirts, undershirts, underwear, socks, sleepwear, swimwear; hats; scarves; gloves; footwear, namely, shoes, sandals, slippers, and athletic shoes; baby bibs not of paper; Halloween and masquerade costumes

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5830142.

The applicant hereby appoints Stacy J. Grossman. Stacy J. Grossman of Law Office of Stacy J. Grossman PLLC, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

888 Seventh Avenue, 10th Floor  
New York, New York 10106  
United States  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com (authorized).

Stacy J. Grossman submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Stacy J. Grossman  
Law Office of Stacy J. Grossman PLLC  
888 Seventh Avenue, 10th Floor  
New York, New York 10106  
212-873-6120(phone)  
stacy@stacygrossmanlaw.com; ipDocket@stacygrossmanlaw.com (authorized).

**Email Authorization:** I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

## Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Stacy J. Grossman/ Date: 11/05/2019

Signatory's Name: Stacy J. Grossman

Signatory's Position: Attorney of Record, New York State Bar Member

Payment Sale Number: 88681253

Payment Accounting Date: 11/05/2019

Serial Number: 88681253

Internet Transmission Date: Tue Nov 05 18:47:38 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201911051847384

99571-88681253-7002d91a1b35f3d121c8b66f7

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-CC-47376209-20191105184615961212

# COCOMELON



# **EXHIBIT C**



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Labeled View

*JJ.*

**Type of Work:** Visual Material

**Registration Number / Date:** VAu001379978 / 2019-11-12

**Application Title:** JJ.

**Title:** JJ.

**Description:** Electronic file (eService)

**Copyright Claimant:** Treasure Studio, Inc. Address: 18100 Von Karman Ave, STE 400, Irvine, CA, 92612, United States.

**Date of Creation:** 2017

**Authorship on Application:** Treasure Studio, Inc., employer for hire; Citizenship: United States. Authorship: 2-D artwork.

**Names:** [Treasure Studio, Inc.](#)

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### *Unpublished Family Characters 2017.*

**Type of Work:** Visual Material

**Registration Number / Date:** VAu001322038 / 2017-11-15

**Application Title:** Unpublished Family Characters 2017.

**Title:** Unpublished Family Characters 2017.

**Copyright Claimant:** Treasure Studio, Inc. Address: 17752 Skypark Circle, #220, Irvine, CA, 92614, United States.

**Date of Creation:** 2017

**Authorship on Application:** Treasure Studio, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.

**Copyright Note:** C.O. correspondence.

Basis for Registration: Unpublished collection

**Names:** [Treasure Studio, Inc.](#)

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### *Animal Characters 2017.*

**Type of Work:** Visual Material

**Registration Number / Date:** VAu001319613 / 2017-11-15

**Application Title:** Animal Characters 2017.

**Title:** Animal Characters 2017.

**Description:** Electronic file (eService)

**Copyright Claimant:** Treasure Studio, Inc. Address: 17752 Skypark Circle, #220, Irvine, CA, 92614, United States.

**Date of Creation:** 2017

**Authorship on Application:** Treasure Studio, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.

**Copyright Note:** C.O. correspondence.

**Names:** [Treasure Studio, Inc.](#)

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