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*The Pinkfong Company, Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE PINKFONG COMPANY, INC.,

*Plaintiff*

v.

ADAPIN, ALIU, DUOGO, FEWLIGHT, FICOOTOP-DIRECT,  
HEFEIHEYUKUNSHANGMAOYOUXIANGONGSI,  
HIPI STORE, HIRSEYY, HOMINN-US, HOYINGG,  
HUXING SHANGMAO, JILIMU-US,  
JUNGUOSHANGMAODIAN,  
KUNMINGSUOLIANYUANSHANGMAOYOUXIANG  
ONGSI, LIANGBAOYING2707, LIUXIANZHI,  
PARTYREAL, QULUYAODE,  
SHENJINGSHUODEDIAN, SUN HAO PENG,  
WXUANX,  
YUNCHENGSHIYANHUQUZIXINGSHANGMAOYOU  
XIANGONGSI, ZHANGXUELIANG1997 and 昆明五华  
莞严胜商贸有限公司 a/k/a KUNMING WUHUA  
WANYANSHENG TRADING CO., LTD.

*Defendants*

CIVIL ACTION No. \_\_\_\_

**COMPLAINT**

**Jury Trial Requested**

**FILED UNDER SEAL**

## GLOSSARY

<b>Term</b>	<b>Definition</b>
<b>Plaintiff or Pinkfong</b>	The Pinkfong Company, Inc.
<b>Defendants</b>	ADAPIN, Aliu, DuoGo, Fewlight, Ficootop-Direct, hefeiheyukunshangmaoyouxiangongsi, Hipi Store, HIRSEYY, hominn-us, Hoyingg, Huxing shangmao, JiLiMu-US, junguoshangmaodian, KunMingSuoLianYuanShangMaoYouXianGongSi, liangbaoying2707, liuxianzhi, Partyreal, quluyaode, shenjingshuodedian, sun hao peng, WXUANX, yunchengshiyianhuquzixingshangmaoyouxiangongsi, ZhangXueLiang1997 and 昆明五华莞严胜商贸有限公司 a/k/a Kunming Wuhua Wanyansheng Trading Co., Ltd.
<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
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiff
<b>New York Address</b>	244 Madison Ave, Suite 411, New York, New York 10016
<b>Complaint</b>	Plaintiff's Complaint
<b>Application</b>	Plaintiff's <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>Yang Dec.</b>	Declaration of Su Jeong Yang in Support of Plaintiff's Application
<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application
<b>Baby Shark Content</b>	One of Pinkfong's most successful creations, which is the Pinkfong "Baby Shark" song and viral music video with characters
<b>Baby Shark Application</b>	U.S. Trademark Serial Application No. 88/530,086 for registration of "BABY SHARK" for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41

<b>Baby Shark Registrations</b>	<p>U.S. Trademark Registration Nos. 6,834,502 for “BABY SHARK” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29 and 30; 5,803,108 for “BABY SHARK” for a variety of goods in Class 28; 6,488,471 for “BABY SHARK” for a variety of goods in Classes 9, 16, 25 and 41; 7,249,577 for “BABY SHARK” for a variety of goods in Class 5; 4,515,238 for “BABY SHARK U.S.A” for a variety of goods in Class 28; 5,483,744 for “PINKFONG” for a variety of goods in Classes 3 and 21; 5,327,527 for “PINKFONG” for a variety of goods in Classes 9, 16 and 28; 4,993,122 for “PINKFONG” for a variety of goods in Classes 9 and 25; 6,487,494 for “PINKFONG” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30 and 41; 7,249,570 for registration of “PINKFONG” for goods in Class 30; 6,138,374 for <b>pinkfong</b> for a variety of goods in Class 41; 6,337,210 for “PINKFONG BABY SHARK” for a variety of goods in Class 21; 6,343,519 for “PINKFONG BABY SHARK” for a variety of goods in Class 25; 7,299,750 for “PINKFONG BABY SHARK” for a variety of goods in Class 25; 7,249,578 for “PINKFONG” for a variety of goods in Class 5; 6,503,438 for “PINKFONG” for a variety of goods in Class 5; and</p>  <p>6,495,600 for for a variety of goods in Classes 9 and 41</p>
<b>Baby Shark Marks</b>	<p>The marks covered by the Baby Shark Registrations and Baby Shark Application</p>
<b>Baby Shark Works</b>	<p>U.S. Copyright Registration Nos.: VA 2-130-856, covering Baby Shark; VA 2-130-847, covering Daddy Shark; VA 2-130-854, covering Mommy Shark; VA 2-131-983, covering Pink Fong Mascot</p>
<b>Baby Shark Products</b>	<p>A wide variety of consumer products created via an extensive worldwide licensing program such as toys, sound books, t-shirts, associated with and/or related to the Baby Shark Content</p>
<b>Counterfeit Products</b>	<p>Products bearing or used in connection with the Baby Shark Marks and/or Baby Shark Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Baby Shark Marks and/or Baby Shark Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or</p>

	substantially similar to the Baby Shark Marks and/or Baby Shark Works and/or products that are identical or confusingly or substantially similar to the Baby Shark 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 account is located in the U.S. or abroad)
<b>Financial Institutions</b>	Amazon.com, Inc., Amazon Payments, Inc. ("Amazon Pay"), PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong") and Airwallex (Hong Kong) Limited ("Airwallex")
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Amazon, such as Amazon.com, 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

Plaintiff, by and through its undersigned counsel, alleges as follows:<sup>1</sup>

### **NATURE OF THE ACTION**

1. This action involves claims for trademark infringement of Plaintiff's federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff's federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); trademark infringement of Plaintiff's 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 Plaintiff's 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 Baby Shark Marks and Baby Shark 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 Plaintiff's Baby Shark 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.*; 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 of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims

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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.

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 Plaintiff 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 Plaintiff, its Baby Shark Products, the Baby Shark Content, Baby Shark Marks and Baby Shark Works and are aware that their illegal counterfeiting and infringing actions alleged herein are likely to cause injury to Plaintiff 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 is a Republic of Korean limited company with a principal place of business at 94, Myeongdal-ro, Seocho-gu, Seoul, Republic of Korea, South, 06668.

6. Upon information and belief, Defendants are merchants on 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 screenshots of Defendants' Merchant Storefronts in **Exhibit D**.

## **GENERAL ALLEGATIONS**

### **Plaintiff and Its Well-Known Baby Shark Content and Baby Shark Products**

7. Pinkfong is a global entertainment company specializing in Pinkfong is a global entertainment company specializing in developing animated and gaming content to deliver high-quality entertainment. Headquartered in Seoul, South Korea, Pinkfong currently has 200+ employees and offices in Los Angeles, Shanghai and Hong Kong. Pinkfong has developed award-winning brands including “Pinkfong”, “Monster Super League”, “JellyKing” and “Tamago Monsters”.

8. Through its Pinkfong preschool brand, Pinkfong produces modern-day songs and stories to provide stimulating and fun learning experiences to children.

9. One of Pinkfong’s most successful creations is the Pinkfong “Baby Shark” song and viral music video with characters, which to date has amassed roughly 14 billion views on YouTube,<sup>2</sup> making the Baby Shark song the most watched on YouTube as well as the first to hit 10 billion views,<sup>3</sup> which also debuted at No. 32 on the Billboard Hot 100 Chart.<sup>4</sup>

10. Pinkfong has developed and initiated an extensive worldwide licensing program for a wide variety of consumer products such as toys, sound books and t-shirts associated with and/or related to the Baby Shark Marks and the Baby Shark Content. Examples of the Baby Shark Products are attached hereto as **Exhibit A** and incorporated herein by reference.

11. Pinkfong sells its Baby Shark Products through its online shops accessible through the PINKFONG website at <https://www.pinkfong.com/en/>, to a number of countries, including but

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<sup>2</sup> See Pinkfong! Kids’ Songs & Stories, *Baby Shark Dance / Sing and Dance! / Animal Songs / PINKFONG Songs for Children*, YOUTUBE, <https://www.youtube.com/watch?v=XqZsoesa55w> (last visited Apr. 9, 2024).

<sup>3</sup> Baby Shark YouTube video is the FIRST to cross 10 bn views (Aug. 21, 2022), HT TECH, <https://tech.hindustantimes.com/tech/news/baby-shark-youtube-video-is-the-first-to-cross-10-bn-views-makes-most-watched-history-71642235033430.html>.

<sup>4</sup> See Kevin Rutherford, *The viral children’s song, which spawned a dance challenge following the release of Pinkfong’s 2016 version, bows at No. 32.*, BILLBOARD (Jan. 8, 2019), <https://www.billboard.com/articles/columns/chart-beat/8492743/baby-shark-billboard-hot-100-top-40-pinkfong>.



not limited to, United States, Greece, Malaysia, Singapore, Portugal, etc. In the United States, Pinkfong sells its Baby Shark Products throughout major retailers and online marketplaces, including, but not limited to Walmart, Target and Amazon.

12. The Baby Shark Products retail from \$16.99 (t-shirts) to \$49.99 (sound toys).

13. The Baby Shark Content and Baby Shark Products have received worldwide attention for their success and popularity and are featured in well-known publications for its recent collaborations with famous brands and celebrities and even in major news outlets.<sup>5</sup>

14. While Pinkfong has gained significant common law trademark and other rights in its trademarks through its extensive use, advertising and promotion, Pinkfong has also protected its valuable rights by filing for and obtaining federal trademark registrations.


15. For example, Pinkfong is the owner of the following U.S. Trademark Registration Nos.: 6,834,502 for “BABY SHARK” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29 and 30; 5,803,108 for “BABY SHARK” for a variety of goods in Class 28; 6,488,471 for “BABY SHARK” for a variety of goods in Classes 9, 16, 25 and 41; 7,249,577 for “BABY SHARK” for a variety of goods in Class 5; 4,515,238 for “BABY SHARK U.S.A” for a variety of goods in Class 28; 5,483,744 for “PINKFONG” for a variety of goods in Classes 3 and 21; 5,327,527 for “PINKFONG” for a variety of goods in Classes 9, 16 and 28; 4,993,122 for “PINKFONG” for a variety of goods in Classes 9 and 25; 6,487,494 for “PINKFONG” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30 and 41; 7,249,570 for

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<sup>5</sup> Ashley Lasimone, *Baby Shark Joins ‘Sesame Street’ for a Musical Collaboration: Watch* (April 16, 2023), BILLBOARD, <https://www.billboard.com/music/music-news/baby-shark-sesame-street-video-1235304146/>; Hattie Lindert, *Cardi B signs on for Baby Shark movie adaptation, along with her entire family* (March 31, 2023), YAHOO! ENTERTAINMENT, <https://www.yahoo.com/entertainment/cardi-b-signs-baby-shark-174800958.html>; Aja Romano, *Baby Shark (doo doo do doo do doo), explained* (March 21, 2019), VOX, <https://www.vox.com/culture/2019/1/11/18177097/what-is-baby-shark-dance-challenge-explained>; AJ Willingham, *Baby Shark has taken over the world. Here’s who’s responsible.* (January 20, 2019), CNN, <https://www.cnn.com/2019/01/15/entertainment/baby-shark-pinkfong-song-trnd/index.html>.

registration of “PINKFONG” for goods in Class 30; 6,138,374 for **pinkfong** for a variety of goods in Class 41; 6,337,210 for “PINKFONG BABY SHARK” for a variety of goods in Class 21; 6,343,519 for “PINKFONG BABY SHARK” for a variety of goods in Class 25; 7,299,750 for “PINKFONG BABY SHARK” for a variety of goods in Class 25; 7,249,578 for “PINKFONG” for a variety of goods in Class 5; 6,503,438 for “PINKFONG” for a variety of goods in Class 5;



and 6,495,600 for  for a variety of goods in Classes 9 and 41. Additionally, Pinkfong also owns U.S. Trademark Serial Application No.: 88/530,086 for registration of “BABY SHARK” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41. True and correct copies of the registration certificates and application covering the Baby Shark Marks are attached hereto as **Exhibit B** and incorporated herein by reference.

16. The Baby Shark Marks are currently in use in commerce in connection with the Baby Shark Products. The Baby Shark Marks were first used in commerce on or before the date of first use as reflected in the registrations and application attached hereto as **Exhibit B**.

17. In addition, Plaintiff also owns both registered and unregistered copyrights related to the Baby Shark Content and Baby Shark Products.

18. Pinkfong is the owner of the following U.S. Copyright Registration Nos.: VA 2-130-856, covering Baby Shark; VA 2-130-847, covering Daddy Shark; VA 2-130-854, covering Mommy Shark; VA 2-131-983, covering Pink Fong Mascot, as well as numerous common law copyrights. True and correct copies of the registration certificates for the Baby Shark Works are attached hereto as **Exhibit C** and incorporated herein by reference.

19. The success of the Baby Shark Products is due in large part to Pinkfong’s marketing, promotion and distribution efforts. These efforts include, but are not limited to, the

advertising and promotion of the Baby Shark Products through the product catalogue on Pinkfong's Website, print and internet-based advertising and publicity for the Baby Shark Products, and placement of the Baby Shark Products at dozens of authorized major retail outlets.

20. Pinkfong's success is also due to its use of high-quality materials and processes in making the Baby Shark Products.

21. Additionally, Pinkfong owes a substantial amount of the success of the Baby Shark Products to its consumers and word-of-mouth buzz that its consumers have generated.

22. Pinkfong's efforts, the quality of its Baby Shark Products, its marketing, promotion and distribution efforts, as well as the word-of-mouth buzz generated by its consumers have made the Baby Shark Products, Baby Shark Marks and Baby Shark Works prominently placed in the minds of the public. Retailers, retail buyers, consumers and members of the public have become familiar with the Baby Shark Products and associate them exclusively with Pinkfong.

23. As a result of such associations, Pinkfong, its Baby Shark Products, Baby Shark Marks and Baby Shark Works have acquired a valuable reputation and goodwill among the public.

24. Pinkfong has gone to great lengths to protect its interests in and to the Baby Shark Products, Baby Shark Marks and Baby Shark Works. No one other than Pinkfong is authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the Baby Shark Marks and/or Baby Shark Works without the express written permission of Pinkfong.

### **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>6</sup> among other locations,

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<sup>6</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>.

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 the company's net sales were \$169.9 billion in the fourth quarter of 2023.<sup>7</sup> Sales to the U.S. make up a significant percentage of the business done on Amazon.<sup>8</sup> As of September 27, 2023, Amazon had a market capital of \$1.84 trillion, making it the fourth most valuable company in the U.S.<sup>9</sup>

27. Many of the third-party merchants that have User Accounts with and operate Merchant Storefronts on Amazon, like Defendants, are located in China, who recently accounted for nearly half of all businesses on Amazon.<sup>10</sup>

28. In Q4 of 2023, third party merchants, like Defendants, generated \$43.56 billion, accounting for 61% of Amazon's sales.<sup>11</sup>

29. 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. In 2023 alone, Amazon spent \$44.4 billion on marketing, up from \$42.3 billion the previous year.<sup>12</sup>

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<sup>7</sup> *Amazon's Record Earnings in 2023 Propelled by Strong Fourth-Quarter Results*, MSN (Mar. 8, 2024), [www.msn.com/en-us/money/companies/amazon-s-record-earnings-in-2023-propelled-by-strong-fourth-quarter-results/ar-BB1ijMBv](https://www.msn.com/en-us/money/companies/amazon-s-record-earnings-in-2023-propelled-by-strong-fourth-quarter-results/ar-BB1ijMBv)

<sup>8</sup> See Amazon.com, Inc., Quarterly Results Q4 Earnings (Form 10-K) (Feb. 1, 2024).

<sup>9</sup> STOCK ANALYSIS (last visited Mar. 8, 2024), <https://stockanalysis.com/stocks/amzn/market-cap/>.

<sup>10</sup> John Herrman, *The Junkification of Amazon Why does it feel like the company is making itself worse?*, NEW YORK MAGAZINE (Jan. 30, 2023), <https://nymag.com/intelligencer/2023/01/why-does-it-feel-like-amazon-is-making-itself-worse.html>.

<sup>11</sup> Daniela Coppola, *Quarterly value of Amazon third-party seller services 2017-2023*, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/1240236/amazon-third-party-seller-services-value/#:~:text=Amazon%27s%20net%20sales%20generated%20through%20its%20third-party%20seller,fees%20and%20other%20services%20related%20to%20third-party%20sellers>.

<sup>12</sup> Daniela Coppola, *Worldwide Amazon marketing expenditure 2010-2023*, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/506535/amazon-marketing-spending/#:~:text=In%20the%20fiscal%20year%202023%2C%20Amazon%E2%80%99s%20marketing%20spending,42.3%20billion%20U.S.%20dollars%20in%20the%20previous%20year>, Daniela Coppola, Share of paid units

30. As reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Amazon,<sup>13</sup> and as recently addressed in news reports, an astronomical number of counterfeit and infringing products are offered for sale and sold on Amazon at a rampant rate.<sup>14</sup>

31. 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 Merchant Storefronts on Amazon as well as potential yet undiscovered additional online marketplace platforms.

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

33. 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.

34. 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**

35. Particularly in light of Plaintiff's success with its Baby Shark Content and Baby

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sold by third-party sellers on Amazon platform from 2nd quarter 2007 to 4th quarter 2023, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/259782/third-party-seller-share-of-amazon-platform/>.

<sup>13</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>14</sup> Brittney Myers, *Some Shoppers Are Fleeing Amazon Because of Counterfeit Goods*, THE ASCENT (Jan. 17, 2023), <https://www.fool.com/the-ascent/personal-finance/articles/some-shoppers-are-fleeing-amazon-because-of-counterfeit-goods/>; see Brendan Case, *Amazon, Third-Party Sellers Spur Fake Goods, Group Says*, BLOOMBERG (Oct. 13, 2021), <https://www.bloomberg.com/news/articles/2021-10-13/amazon-third-party-sellers-spur-counterfeit-boom-group-says#xj4y7vzkg>.

Shark Products, as well as the reputation they have gained, Plaintiff and its Baby Shark Content and Baby Shark Products have become targets for unscrupulous individuals and entities who wish to capitalize on the goodwill, reputation and fame that Plaintiff has amassed in its Baby Shark Content, Baby Shark Products, Baby Shark Works and Baby Shark Marks and Plaintiff investigates and enforces against such activities.

36. Through Epstein Drangel's investigative and enforcement efforts, Plaintiff 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 Infringing Listings 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 Plaintiff or any of its authorized agents, authorized licensees or authorized distributors to copy, manufacture, import, export, advertise, distribute, offer for sale or sell the Baby Shark Products or to use the Baby Shark Marks/and or Baby Shark Works, or any marks or artwork that are confusingly or substantially similar to the Baby Shark Marks and Baby Shark Works.

38. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiff's Baby Shark 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 still 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 and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. Plaintiff's findings are supported by Defendants' Infringing Listings and/or the checkout pages for Counterfeit Products, which are included in **Exhibit D**.

41. For example, below on the left is an image of one of Plaintiff's Baby Shark Products. Depicted further below is a listing for Defendant ADAPIN's Counterfeit Product ("ADAPIN Infringing Listing" and "ADAPIN Counterfeit Product," respectively). The ADAPIN Infringing Listing appears on Defendant ADAPIN's Merchant Storefront, <https://www.amazon.com/s?me=A1VXNK0Z9EZTLF>, and offers the ADAPIN Counterfeit Product for \$7.88 per item, using, featuring and/or incorporating the Baby Shark Marks and/or Baby Shark Works and/or confusingly or substantially similar marks and/or artwork in the descriptions and/or product images in the body of the listing. Further, the ADAPIN Counterfeit Product is virtually identical to one of Plaintiff's Baby Shark Products and features and/or incorporates the Baby Shark Marks and/or Baby Shark Works. There is no question that the ADAPIN Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's Baby Shark Products or that the ADAPIN Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Baby Shark Marks and/or

Baby Shark Works:

**Baby Shark Works**



**Defendant's Counterfeit Products**



42. By way of another example, below on the left is an image of one of Plaintiff's Baby Shark Products. Depicted further below is a listing for Defendant hominn-us's Counterfeit Product ("hominn-us Infringing Listing" and "hominn-us Counterfeit Product," respectively). The hominn-us Infringing Listing appears on Defendant hominn-us's Merchant Storefront, <https://www.amazon.com/s?me=A3EY9H4FNTI3XI>, and offers the hominn-us Counterfeit Product for \$29.99 per item, using, featuring and/or incorporating the Baby Shark Marks and/or Baby Shark Works and/or confusingly or substantially similar marks and/or artwork in the descriptions and/or product images in the body of the listing. Further, hominn-us Counterfeit Product is virtually identical to one of Plaintiff's Baby Shark Products and features and/or incorporates the Baby Shark Mark and/or Baby Shark Works. There is no question that the hominn-usCounterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's Baby Shark Products or that the hominn-us Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Baby Shark Marks and/or



Baby Shark Works:

**Baby Shark Product**



**Defendant's Counterfeit Product**



43. As another example, below on the left is an image of one of Plaintiff's Baby Shark Products. Depicted further below is a listing for Defendant Partyreal's Counterfeit Product ("Partyreal Infringing Listing" and "Partyreal Counterfeit Product," respectively). The Partyreal Infringing Listing appears on Defendant Partyreal's Merchant Storefront, <https://www.amazon.com/s?me=A1PQT5OUUIHAYR>, and offers the Partyreal Counterfeit Product for \$28.99 per item, using, featuring and/or incorporating the Baby Shark Marks and/or Baby Shark Works and/or confusingly or substantially similar marks and/or artwork in the descriptions and/or product images in the body of the listing. Further, the Partyreal Counterfeit Product is virtually identical to one of Plaintiff's Baby Shark Products and features and/or incorporates the Baby Shark Marks and/or Baby Shark Works. There is no question that the Partyreal Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's Baby Shark Products or that the Partyreal Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Baby Shark Mark and/or Baby Shark Works:

### **Baby Shark 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 Plaintiff's exclusive rights in the Baby Shark Marks and/or Baby Shark 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 Baby Shark Marks and/or Baby Shark Works in order to confuse consumers into believing that such Counterfeit Products are the Baby Shark Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiff's adoption and use of the Baby Shark Marks and/or Baby Shark Works, after Plaintiff obtained federal registrations in the Baby Shark Marks and Baby Shark Works, as alleged above, and after Plaintiff's Baby Shark Products, Baby Shark Marks and Baby Shark 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 Plaintiff's ownership of the Baby Shark Marks and Baby Shark Works, of the fame and incalculable goodwill associated therewith and of the popularity and success of the Baby Shark Products, and in bad faith adopted the Baby Shark Marks

and/or Baby Shark 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 Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the Baby Shark Marks, Baby Shark Works and Baby Shark 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 Plaintiff, 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 Baby Shark Marks and/or Baby Shark Works, committed unfair competition and unfairly and unjustly profited from such activities at Plaintiff's expense.

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

### **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. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

51. Plaintiff is the exclusive owner of all right and title to the Baby Shark Marks.

52. Plaintiff has continuously used the Baby Shark 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 Plaintiff's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in its Baby Shark Marks and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the Baby Shark Marks and/or used spurious designations that are identical with, or indistinguishable from, the Baby Shark 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 Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the Baby Shark Marks through their participation in such activities.

55. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the Baby Shark 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 Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or

equity.

56. Defendants' unauthorized use of the Baby Shark 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 Plaintiff or its authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the Baby Shark Marks.

57. Defendants' actions constitute willful counterfeiting of the Baby Shark 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 Plaintiff, its business, its reputation and its valuable rights in and to the Baby Shark Marks and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Baby Shark Marks.

59. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has 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)**  
**[15 U.S.C. § 1114/Lanham Act § 32(a)]**

60. Plaintiff repleads and incorporates by reference each and every allegation set forth

in the preceding paragraphs as if fully set forth herein.

61. Plaintiff has continuously used the Baby Shark Marks in interstate commerce since on or before the date of first use as reflected in the registration certificates attached hereto as Exhibit B.

62. Plaintiff, as owner of all right, title and interest in and to the Baby Shark Marks, has 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 Plaintiff is the owner of the federal trademark registration for the Baby Shark Marks.

64. Defendants did not seek and thus inherently failed to obtain consent or authorization from Plaintiff, as the registered trademark owner of the Baby Shark Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell the Baby Shark Products and/or related products bearing the Baby Shark 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 Baby Shark Marks and/or which are identical or confusingly similar to the Baby Shark Marks.

66. Defendants knowingly and intentionally reproduced, copied and colorably imitated the Baby Shark 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 Plaintiff is the owner of all rights in and to the Baby Shark Marks.

68. Defendants' egregious and intentional use of the Baby Shark 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 Plaintiff's Baby Shark Products or are otherwise associated with, or authorized by, Plaintiff.

69. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the Baby Shark 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 Baby Shark Marks without Plaintiff's consent or authorization constitutes intentional infringement of Plaintiff's federally registered Baby Shark 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, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to its business and its valuable rights in and to the Baby Shark Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and the valuable Baby Shark Marks.

72. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has 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. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

74. Plaintiff has continuously used the Baby Shark Marks in interstate commerce since on or before the dates of first use as reflected in the Baby Shark Application attached hereto as Exhibit B.

75. Plaintiff, as the owner of all right, title and interest in and to the Baby Shark Marks and Baby Shark Application 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 is the owner of the Baby Shark Marks.

77. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiff, as the trademark owner of the Baby Shark Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail,



offer for sale and/or sell Baby Shark Products and/or related products bearing the Baby Shark 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 Baby Shark Application and/or which are identical or confusingly similar to the Baby Shark Marks.

79. Defendants knowingly and intentionally reproduced, copied and colorably imitated the Baby Shark 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 is the owner of all rights in and to the Baby Shark Marks.

81. Defendants' egregious and intentional use of the Baby Shark 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 Baby Shark Products or are otherwise associated with or authorized by Plaintiff.

82. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the Baby Shark 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 Baby Shark Marks without Plaintiff's consent or authorization constitutes intentional infringement of the Baby Shark Application 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, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to their business and their valuable rights in and to the Baby Shark 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 Plaintiff and its valuable Baby Shark Marks.

85. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has 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. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

87. Plaintiff, as the owner of all right, title and interest in and to the Baby Shark Marks has 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 Baby Shark 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 Baby Shark 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 Baby Shark Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiff 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 Baby Shark Marks, to Defendants' substantial profit in blatant disregard of Plaintiff's 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 Plaintiff's Baby Shark Products using marks that are identical and/or confusingly similar to, or which constitute colorable imitations of the Baby Shark Marks, Defendants have traded off the extensive goodwill of Plaintiff and its Baby Shark 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 Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and its Baby Shark Marks, which Plaintiff has 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 Baby Shark 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 of Plaintiff, Baby Shark Products and Baby Shark Marks.

93. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiff by depriving Plaintiff of sales of its Baby Shark Products and by depriving Plaintiff of the value of its Baby Shark Marks as a commercial asset 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 Plaintiff and the goodwill and reputation associated with the value of the Baby Shark Marks.

94. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has 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. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

96. Plaintiff is the exclusive owner of the Baby Shark Works.

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

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

99. Without permission, Defendants knowingly and intentionally reproduced, copied, and displayed the Baby Shark Works by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling infringing products which bear such Baby Shark Works, or artwork that is, at a minimum, substantially similar to the Baby Shark Works.

100. Defendants' unlawful and willful actions as alleged herein constitute infringement of the Baby Shark Works, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such Baby Shark 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 Plaintiff in an amount as yet unknown but to be proven at trial, for which Plaintiff has no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiff.

102. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief, Plaintiff's 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. Plaintiff repleads and incorporates 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 Plaintiff and its Baby Shark Products to induce, and did induce and intend and will continue to induce, customers to purchase their Counterfeit Products, thereby directly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff, which Plaintiff has 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 Plaintiff's 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 Plaintiff's 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, Plaintiff has been and will continue to be deprived of substantial sales of its Baby Shark Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been and will continue to be deprived of the value of its Baby Shark Marks as a commercial asset in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

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

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a) 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 Plaintiff's 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 Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Plaintiff's 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 Baby Shark Works under 17 U.S.C. § 501(a);

D. In the alternative to Plaintiff's actual damages and Defendants' profits for copyright infringement of the Baby Shark 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 Plaintiff may elect prior to the rendering of final judgment;

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

F. For an award of Defendants' profits and Plaintiff's 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);

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 Plaintiff's Baby Shark Marks and/or Baby Shark Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Baby Shark Marks and/or Baby Shark Works to identify any goods or services not authorized by Plaintiff;
- iv. using Plaintiff's Baby Shark Marks and/or Baby Shark Works or any other marks and/or artwork that are confusingly or substantially similar to the Baby Shark Marks and/or Baby Shark 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 Plaintiff, 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 Plaintiff;
  - 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 Plaintiff;
  - viii. engaging in any other act in derogation of Plaintiff's rights;
  - ix.
  - x. 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;

- xi. 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;
- xii. 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;
- xiii. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- xiv. instructing any other person or entity to engage or perform any of the activities referred to in subparagraphs (i) through (xiii) above; and

I. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff 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 Plaintiff's Baby Shark Marks and/or Baby Shark Works, or bear any marks or artwork that are confusingly or substantially similar to the Baby Shark Marks and/or

Baby Shark Works;

J. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiff 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 Plaintiff's Baby Shark Marks and/or Baby Shark Works, or bear any marks or artwork that are confusingly or substantially similar to the Baby Shark Marks and/or Baby Shark 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 Plaintiff;

M. For an award of exemplary or punitive damages in an amount to be determined by the Court;

N. For Plaintiff's 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**

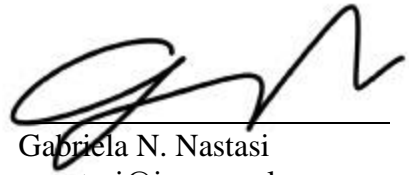
Plaintiff respectfully demands a trial by jury on all claims.

Dated: April 26, 2024

Respectfully submitted,

EPSTEIN DRANGEL LLP

BY:



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*Attorneys for Plaintiff*

*The Pinkfong Company, Inc.*

# EXHIBIT A







# **EXHIBIT B**

# United States of America

United States Patent and Trademark Office

## BABY SHARK

**Reg. No. 6,834,502**

**Registered Aug. 30, 2022**

**Int. Cl.: 2, 3, 9, 14, 16, 18, 20,  
21, 24, 25, 26, 27, 28, 29, 30**

**Trademark**

**Principal Register**

THE PINKFONG COMPANY, INC. (KOREA, REPUBLIC OF LIMITED CORPORATION)

5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
SEOUL, REPUBLIC OF KOREA 137871

CLASS 2: Bathtub paints

FIRST USE 11-1-2019; IN COMMERCE 11-1-2019

CLASS 3: Shower gel and bath gel; body wash; 3 in 1 body wash; bubble bath; non-medicated bubble bath preparations; bath foam; hair shampoo; hair conditioner; hair detangling preparations

FIRST USE 4-1-2020; IN COMMERCE 4-1-2020

CLASS 9: Eyewear; children's novelty sunglasses

FIRST USE 10-11-2019; IN COMMERCE 1-1-2020

CLASS 14: Slap bracelets; jewelry; children's jewelry

FIRST USE 3-18-2019; IN COMMERCE 3-18-2019

CLASS 16: Bath activity sets, namely, crayons; stickers; modeling clay for children; collectible trading cards, rubber erasers; posters; arts and craft clay kits; color pencils; markers; party goods, namely, paper napkins, tablecloths of paper, paper towels, paper gift bags, gift bags, fabric gift bags, gift boxes, party favor gift boxes sold empty, gift boxes made of cardboard, printed party invitations, thank you notes and cards, in the nature of greeting cards, decorative table centerpieces of paper, decorative paper bows for wrapping, paper party decorations, paper banners, paper cake toppers, paper cake decorations, life-size cutout figures of paper; greeting cards; children's storybooks; gift wrapping paper; books printed on thick paperboard; figures made of paper; writing implements containing invisible ink

FIRST USE 10-3-2018; IN COMMERCE 5-1-2019

CLASS 18: Umbrellas; reusable tote bags

FIRST USE 8-1-2019; IN COMMERCE 8-1-2019



*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



CLASS 20: Plastic cake decorations; toddler and kids slumber bags; nap mats; hooded slumber bags

FIRST USE 8-1-2019; IN COMMERCE 8-1-2019

CLASS 21: Toothbrush holders; hairbrushes; bath products, namely, washing cloths; paper plates; paper cups; plastic buckets; disposable plastic dinnerware, namely, plates, household containers for holding candy, cups, bowls, dishers for ice cream, disposable serving spoons, plastic drinkware

FIRST USE 9-16-2019; IN COMMERCE 9-16-2019

CLASS 24: bath towels; beach towels; bedding, namely, bed blankets, bed covers, bed linen, bed sheets, pillow cases, toddler and kids throws in all sizes and fabrications, namely, fleece and plush raschel, novelty throws, throws sold as a set, hooded throws; toddler and kids bedding and bed accessories in all fabrications, namely, bed sheets, comforters, bedspreads, quilts, dust ruffles, bed canopies, pillowcases, shams, bed blankets in all sizes and fabrications including fleece and plush raschel and snuggle wraps; plastic table covers

FIRST USE 5-1-2019; IN COMMERCE 5-1-2019

CLASS 25: Halloween costumes; Halloween costumes and masks sold in connection therewith; swimwear; clothing, namely, sleepwear, layettes, bibs not of paper, t-shirts, fashion tops as clothing, hoodies, sweaters, jackets, jumpers, jeans, pants, trousers, shorts, shirts, skirts, dresses, rain coats, puddle suits being rainwear, warm-up suits, waterproof sets being rainwear and fleece bottoms, jackets, pullovers, shorts, tops, vests; hosiery, namely, stockings and tights; socks; cold weather accessories, namely, hats, gloves, scarves, mittens, ear and neck warmers and muffs, arm warmers, slippers, snow suits, ski masks; headwear; ponchos; rain slickers; children's underwear; shoes

FIRST USE 1-1-2019; IN COMMERCE 4-25-2019

CLASS 26: Hair accessories, namely, hair ties, hair scrunchies, hair bows, hair bands, hair pins; charms for shoes

FIRST USE 2-1-2020; IN COMMERCE 2-1-2020

CLASS 27: Paper wall coverings; hanging decorations and décor items of paper

FIRST USE 10-15-2019; IN COMMERCE 10-15-2019

CLASS 28: Trading cards for games; Games, toys and playthings, namely, water toys, musical toys, sketching toys and paper toy figures; toy animals and accessories therefor; dolls; Christmas tree ornaments; plush toys; battery operated action toys; electronic action toys; bathtub toys; toys, namely, plush toys and plastic action figures with sound; collectable toy figures; molded toy figures; card games; playing cards; board games; playsets for toy figures; rubber character toys; plastic character toys; balls for sports; toy vehicle playsets; puzzles; stuffed dolls; children's multiple activity toys; toy stamps; games, namely, birthday party supply pack consisting of balloons, party favor hats, and paper party favors; foam balls; rubber balls; sporting articles other than golf articles or climbing articles, namely, nets for sports, footballs, baseballs, baseball bats, basketballs, tennis balls, rackets for tennis or badminton, swimming jackets and swimming floats; Toy foam items, namely, ethylene vinyl acetate (EVA) foam shapes in the nature of foam animals, alphabets, numbers; Toy robots; toy vehicles; bath toys; play tents; ride-on toys and accessories therefor; costume masks; balloons; bowling set made of plastic and comprised of bowling balls and plastic pins; basketball goal sets; balls for playing indoor and outdoor games; kites, party goods, namely, printed crepe paper streamers; party masks being paper face masks; party blowouts; Piñatas and piñata fillers in the nature of toys; party favor figures in the nature of small toys

FIRST USE 12-1-2018; IN COMMERCE 12-1-2018

CLASS 29: Fruit based snacks

FIRST USE 1-2-2021; IN COMMERCE 1-2-2021

CLASS 30: bakery goods; confectionery, namely, frozen confectioneries, chocolate confections, confectionery made of sugar, and jelly confections being fruit jelly candy; breakfast cereal

FIRST USE 8-15-2019; IN COMMERCE 8-15-2019

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

SER. NO. 88-983,317, FILED 07-23-2019

## **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

# Baby Shark

**Reg. No. 5,803,108**

**Registered Jul. 16, 2019**

**Int. Cl.: 28**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF LIMITED COMPANY (LTD.))  
(seocho-dong, 5th Floor)  
94, Myeongdal-ro, Seocho-gu  
Seoul, REPUBLIC OF KOREA

CLASS 28: Toys, namely, rubber character toys; Butterfly nets; Toys for pets; Sporting articles other than golf and climbing articles, namely, tennis rackets, nets for sports, balls for sports, baseball bats; Golf bags with or without wheels; Golf gloves; Golf balls; Golf clubs; Fishing tackle; Twirling batons; Portable games with liquid crystal display

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

OWNER OF KOREA, REPUBLIC OF , REG. NO. 40-1290916, DATED 09-29-2017, EXPIRES 09-29-2027

No claim is made to the exclusive right to use the following apart from the mark as shown: "SHARK" FOR TOYS, NAMELY, RUBBER CHARACTER TOYS

SER. NO. 87-778,476, FILED 01-31-2018



*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

# Baby Shark

**Reg. No. 6,488,471**

**Registered Sep. 21, 2021**

**Int. Cl.: 9, 16, 25, 41**

**Service Mark**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF CORPORATION)  
5th Floor, 94, Myeongdal-ro,  
Seocho-gu, Seoul, REPUBLIC OF KOREA

CLASS 9: Downloadable computer game software; downloadable computer game software for use on mobile and cellular phones; downloadable computer application software for mobile phones, namely, software for mobile phone application to download video games, music, and movies, and to enable the streaming of movies, music, and television shows; recorded computer game programs; downloadable computer game programs, provided from online; downloadable computer game software for use on mobile and cellular phones; downloadable computer software for wireless content delivery; electronic publications, namely, books, magazines, and manuals featuring education or entertainment for children recorded on computer media; downloadable electronic publications in the nature of books, magazines, and manuals in the field of education or entertainment for children; mini beam projector; video projectors; downloadable electronic study books or papers in the field of education or entertainment for children; pre-recorded non-musical electronic media, excluding computer software, namely, digital media, namely, pre-recorded video cassettes, digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital discs featuring children's animated programs and children's educational programs; video disks and video tapes with recorded animated cartoons; pre-recorded music electronic media, namely, digital media, namely, pre-recorded video cassettes, digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital discs featuring children's animated programs and children's educational programs; downloadable music files; mobile telephones; electric audio and visual apparatus and instruments, namely, radios, DVD players, CD players, televisions, smart phones, laptop computers, tablet computers with smart pens, computer monitors, and audio speakers; digital cameras; safety goggles; microphones; floatation vests; swim floats for safety purposes; virtual reality headsets; headsets for mobile phones; wireless cellular phone headsets for telephones; headset; blank CD-ROMS for sound or video recording; life jackets; computer programs, downloadable software, namely, downloadable computer software for computer games, database management, digital images, music, movies, television shows, and education for children; mouse being computer peripheral; eyeglasses; pre-recorded music compact discs; electronic memories; electric batteries; computers

CLASS 16: Stationery; office requisites, except furniture, namely, binders, staplers, elastic bands for office use, clips for office use, franking machines, glue for office use, hole punches, perforators, finger-stalls, paper binding machines for office use, paper folding machines, paper shredders for office use, protractors for office use, rubber finger tips, staples, pens, pencils, and printer paper; school supplies being stationery; printed books in the field of education or entertainment for children; printed publications, namely, brochures, booklets, and teaching materials in the field of education or



*Donna H. H. [Signature]*

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





entertainment for children; table decorations of paper, namely, decorative paper centerpieces; printed matters except books and periodicals, namely, printed advertising boards of paper, printed identification tags, printed timetables, and printed sheet music in the field of children's educational television shows; pictures; printed photographs; paper; toilet paper; paper tissues; stickers being stationery; stickers; picture books; baby books being memory books; children's pop-up books; bibs of paper for infant; wrapping paper for gift; packaging containers of paper; printed tickets

CLASS 25: Footwear; mufflers; socks; hats; money belts being clothing; hanbok being Korean traditional clothing; underwear; neckties; winter gloves; scarves; stockings; headbands being clothing; waterproof clothing, namely, waterproof jackets and waterproof smocks; belts being clothing; leather belts being clothing; suspenders; bathing suits; footwear for sports; clothing for sports, namely, sports shirts, sports jackets, sports jerseys, sports shoes, sports caps and hats, and sports vests; outerclothing, namely, outerwear jackets; children's clothing, namely, bathing suits for children, children's headwear, children's shoes, children's socks, children's underwear, children's shirts, children's pants; overcoats, except wear for exclusive use for sports and Korean traditional dress; infants' clothing, namely, infant wear; shirts; sweaters; rain wear; ear muffs being clothing; winter face masks being clothing; ski gloves; snowboarding gloves

CLASS 41: Electronic publication of texts and printed matter, other than publicity texts, on the Internet; conducting of children field study for educational purposes, namely, to allow children to investigate biodiversity in the meadows, ponds, and woodlands; conducting of children field study for educational purposes, namely, to develop educational children's mental health programs; conducting of children field study for educational purposes, namely, to understand childhood learning methods; conducting of children field study for educational purposes, namely, conducting courses of instruction at the elementary school level; providing of photographic or video content via a website on the internet for educational purposes, namely, providing a website featuring non-downloadable videos in the field of education or entertainment for children; providing electronic publications in the nature of books, magazines, and manuals in the field of education or entertainment for children from a global computer network or the Internet, not downloadable; production of animated films; production of cartoons, namely, animated films; film distribution, namely, distribution of cartoons; production of animation programmes; game services provided on-line from a mobile phone network in the nature of conducting online computer game tournaments; arranging and conducting of mobile game competitions, namely, organization of electronic game competitions; planning and production of musicals; production and distribution of animation TV series; production and presentation and distribution of animated films, namely, non-downloadable videos in the field of education or entertainment for children; production of animations; providing entertainment and educational services at children's play schools, namely, non-downloadable videos in the field of education or entertainment for children; multimedia publishing of printed matter, books, magazines, journals, newspapers, newsletters, tutorials, maps, graphics, photographs, videos, music and electronic publications; publishing of electronic publications; electronic publishing services, namely, publication of text and graphic works of others on CD, DVD, or on-line featuring education or entertainment for children; arranging and conducting of concert, musical and video performances, namely, entertainment in the form of live musical concerts and live screening of children's educational videos and movies; providing amusement arcade services; providing of gaming facilities, namely, providing sports facilities; recreation facilities services, namely, providing children's educational camps; providing recreation facilities; organising of cultural events for cultural purposes; children's adventure playground services, namely, provision of children's playgrounds at service stations; entertainment services, namely, providing information in the field of musical entertainment for children via a website

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

PRIORITY DATE OF 12-28-2018 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1452578 DATED 01-02-2019,  
EXPIRES 01-02-2029

SEC.2(F)

SER. NO. 79-253,035, FILED 01-02-2019

## **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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# United States of America

United States Patent and Trademark Office

## BABY SHARK

**Reg. No. 7,249,577**

**Registered Dec. 19, 2023**

**Int. Cl.: 5**

**Trademark**

**Principal Register**

THE PINKFONG COMPANY, INC. (KOREA, REPUBLIC OF LIMITED CORPORATION)

5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
SEOUL, REPUBLIC OF KOREA 06668

CLASS 5: Baby food; Baby food made from agricultural products; food for babies; disposable baby diapers; paper diapers for babies; paper diapers for infants and toddlers; adhesive bandages; adhesive bandages for skin wounds; disinfectants for hygiene purposes; vitamin and mineral dietary supplements; tissues impregnated with antibacterial preparations

FIRST USE 9-1-2022; IN COMMERCE 9-1-2022

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

SER. NO. 88-594,122, FILED 08-27-2019

*Katherine Kelly Vidal*

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.

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# United States of America

United States Patent and Trademark Office

## BABY SHARK U.S.A

**Reg. No. 4,515,238**

**Registered Apr. 15, 2014**

**Int. Cl.: 25**

**TRADEMARK**

**PRINCIPAL REGISTER**

FELILAKI, INC. (CALIFORNIA CORPORATION)  
1221 S. HACIENDA BOULEVARD, SUITE B23  
HACIENDA HEIGHTS, CA 91745

FOR: BABIES' PANTS; BABY LAYETTES FOR CLOTHING; BIBS NOT OF CLOTH OR PAPER; BOTTOMS; CHILDREN'S AND INFANTS' CLOTH BIBS; CHILDREN'S CLOTH EATING BIBS; CLOTHING FOR BABIES, TODDLERS AND CHILDREN, TREATED WITH FIRE AND HEAT RETARDANTS, NAMELY, PAJAMAS, JACKETS, SHIRTS, PANTS, JUMPERS; GLOVES AS CLOTHING; HEADBANDS FOR CLOTHING; HOODS; INFANT AND TODDLER ONE PIECE CLOTHING; JACKETS; JERSEYS; SWADDLING CLOTHES; TOPS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 11-29-2013; IN COMMERCE 11-29-2013.

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

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BABY" AND "U.S.A", APART FROM THE MARK AS SHOWN.

SN 85-603,861, FILED 4-20-2012.

ANNE FARRELL, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy 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.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*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 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>.**

# United States of America

## United States Patent and Trademark Office

# PINKFONG

**Reg. No. 5,483,744**

**Registered Jun. 05, 2018**

**Int. Cl.: 3, 21**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF limited company (ltd.) )  
94, Myeongdal-ro, Seocho-gu  
Seoul, REPUBLIC OF KOREA

CLASS 3: Cosmetics, namely, compacts, lip sticks, skin lotion and creams, and suncream; Baby lotions; Baby milk lotion; Baby oil; Baby skin creams; Lip balm; Eye make-up; Hair conditioners for babies; Hair creams; Perfumes; Perfumery for household purposes; Baby wipes for cosmetic use; Pre-moistened cosmetic tissues; Powder laundry detergents; Beauty soap; Shampoos; Dentifrices

CLASS 21: Cosmetic utensils, namely, brushes; Toothbrushes; Toothbrush holders; Toothbrush cases; Cleaning tools and washing utensils other than electric, namely, cleaning pads; Milk jugs; Cups; Cups for baby food; Buckets; Reusable stainless steel water bottles sold empty; Potties for children; Coin banks; Candy boxes; Electric toothbrush replacement heads; Gloves for household purposes; Bath brushes; Works of art of porcelain, earthenware or glass

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

PRIORITY CLAIMED UNDER SEC. 44(D) ON KOREA, REPUBLIC OF APPLICATION NO. 40-2017-0330, FILED 03-14-2017, REG. NO. 1312638, DATED 12-13-2017, EXPIRES 12-13-2027

PRIORITY CLAIMED UNDER SEC. 44(D) ON KOREA, REPUBLIC OF APPLICATION NO. 40-2017-0033, FILED 03-14-2017, REG. NO. 1312639, DATED 12-13-2017, EXPIRES 12-13-2027

SER. NO. 87-379,178, FILED 03-21-2017



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

# PINKFONG

**Reg. No. 5,327,527**

**Registered Nov. 07, 2017**

**Int. Cl.: 9, 16, 28**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF limited company (ltd.) )  
94, Myeongdal-ro, Seocho-gu  
Seoul, REPUBLIC OF KOREA

CLASS 9: Downloadable electronic publications in the nature of study books or papers in the field of education and entertainment; Digital media, namely, pre-recorded DVDs, downloadable audio and video recordings, and CDs for child education and entertainment; Video disks, video tapes, DVDs, downloadable audio and videos recordings featuring audio-visual children's entertainment programs and CDs with recorded animated cartoons; Pre-recorded CDs for child education and entertainment; Electronic memories; Computer mice; Computers; Computer software for use in recording and reproducing of sound, data or images in the field of education and entertainment; Mobile telephones; Electric audio and visual apparatus and instruments, namely, digital video and audio recorders, televisions and MP3-players for use in recording and reproducing of sound, data or images in the field of education and entertainment; Electric batteries; Eyeglasses; Spectacles; Digital cameras; Goggles for sports

CLASS 16: Stationery; Office requisites, namely, document files, jackets for papers, whiteboards, blackboards and hanging folders; School supplies, namely, stationery; Printed publications, namely, books, soundbooks, and workbooks in the field of education and entertainment; Printed matter, namely, news bulletins, newspaper cartoons, advertising boards of paper and calendars in the field of education and entertainment; Pictures; Photographs; Paper; Toilet paper; Paper tissues

CLASS 28: Toys, namely, water toys, plush toys, musical toys, sketching toys and paper toy figures; Dolls; Butterfly nets; Toys for pets; Christmas tree ornaments; Fairground ride apparatus; Games, namely, birthday party supply pack consisting of balloons, party favor hats, and paper party favors; Sporting articles other than golf articles or climbing articles, namely, footballs, baseballs, basketballs, tennis balls, rackets for tennis or badminton, swimming jackets and swimming floats; Golf bags with or without wheels; Golf gloves; Golf balls; Golf clubs; Fishing tackle; Twirling batons; Portable games with liquid crystal displays

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

OWNER OF KOREA, REPUBLIC OF , REG. NO. 1185867, DATED 06-21-2016, EXPIRES 06-21-2026

OWNER OF KOREA, REPUBLIC OF , REG. NO. 1185869, DATED 06-21-2016, EXPIRES 06-21-2026

OWNER OF KOREA, REPUBLIC OF , REG. NO. 1185868, DATED 06-21-2016, EXPIRES 06-21-2026



*Joseph Matal*

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

**PINKFONG**

**Reg. No. 4,993,122**

**Registered July 5, 2016**

**Int. Cls.: 9 and 25**

**TRADEMARK**

**PRINCIPAL REGISTER**

SMART STUDY CO., LTD. (REPUBLIC OF KOREA CORPORATION)  
94, MYEONGDAL-RO, SEOCHO-GU  
SEOUL, REPUBLIC OF KOREA

FOR: CHILDREN'S EDUCATIONAL SOFTWARE; CHILDREN'S EDUCATIONAL MUSIC CDS AND DVDS; COMPUTER PROGRAMS FOR PROCESSING DIGITAL MUSIC FILES; DIGITAL MUSIC DOWNLOADABLE FROM THE INTERNET; DOWNLOADABLE MUSIC FILES; COMPUTER APPLICATION SOFTWARE FOR MOBILE PHONES, NAMELY, SOFTWARE FOR THE EDUCATION OF CHILDREN AND CHILDREN'S ENTERTAINMENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 8-29-2014; IN COMMERCE 8-29-2014.

FOR: CLOTHING AND FOOTWEAR, NAMELY, ATHLETIC SHOES, BABY PANTS, BELTS, BLOUSES, CAPS, COATS, DRESSES, EXERCISE SUITS, FOOTWEAR, GLOVES, HATS, JACKETS, JUMPERS, LEGGINGS, LEOTARDS, MITTENS, OVERALLS, PANTS, POLO SHIRTS, SANDALS, SHIRTS, SHOES, SHORTS, SKIRTS, SLEEPWEAR, SLIPPERS, SNEAKERS, SNOWSUITS, SOCKS, SPORT SHIRTS, SWEATERS, SWEATSHIRTS, SWIMWEAR, T-SHIRTS, TIGHTS, WARM-UP SUITS; BABY BIBS, NOT OF PAPER, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 9-4-2015; IN COMMERCE 9-4-2015.

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

SER. NO. 86-819,812, FILED 11-13-2015.

DREW SANDER, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

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**Requirements in the First Ten Years\***  
**What and When to File:**

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***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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# United States of America

## United States Patent and Trademark Office

# PINKFONG

**Reg. No. 6,487,494**

**Registered Sep. 14, 2021**

**Int. Cl.: 2, 3, 9, 14, 16, 18, 20,  
21, 24, 25, 26, 27, 28, 30, 41**

**Service Mark**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF limited company (ltd.) )  
Seocho-dong, 5th Floor  
94, Myeongdal-ro, Seocho-gu  
Seoul, REPUBLIC OF KOREA 06668

CLASS 2: Bathtub paints

FIRST USE 11-1-2019; IN COMMERCE 11-1-2019

CLASS 3: Shower gel and bath gel; body wash; 3 in 1 body wash; bubble bath; non-medicated bubble bath preparations; bath foam; hair shampoo; hair conditioner; hair detangling preparations

FIRST USE 10-1-2019; IN COMMERCE 10-1-2019

CLASS 9: Eyewear; children's novelty sunglasses

FIRST USE 10-11-2019; IN COMMERCE 1-1-2020

CLASS 14: Slap bracelets; jewelry; children's jewelry; watches; clocks

FIRST USE 7-15-2019; IN COMMERCE 7-15-2019

CLASS 16: Bath activity sets, namely, crayons; stickers; modeling clay for children; posters; arts and craft clay kits; markers; Party goods, namely, paper napkins, tablecloths of paper, party goodie bags of paper or plastic, party favor gift box sold empty, printed party invitations, thank you notes and cards in the nature of greeting cards, printed paper signs; paper banners, decorative table centerpieces of paper, gift wrap paper, paper gift bags, paper boxes, decorative paper bows for wrapping, life size cutout figures of paper; greeting cards; children's storybooks; gift wrapping paper; books printed on thick paperboard; figures made of paper; writing implements containing invisible ink

FIRST USE 11-1-2019; IN COMMERCE 11-1-2019

CLASS 18: Umbrellas; reusable tote bags

FIRST USE 4-1-2020; IN COMMERCE 4-1-2020

CLASS 20: Plastic cake decorations; toddler and kids slumber bags; nap mats; hooded



*Donna H. H. [Signature]*

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



slumber bags

FIRST USE 10-1-2019; IN COMMERCE 10-1-2019

CLASS 21: hair combs; hairbrushes; washing cloths; paper plates; paper cups; disposable and non-disposable plastic dinnerware, namely, plates, household containers for holding candy, plates, cups, bowls, utensils being dishers for serving or portioning cupcake batter, scoops for ice cream, utensils for barbecues, namely, forks, tongs and turners, household utensils, namely, spatulas, household food containers, bento boxes; plastic drinkware

FIRST USE 11-1-2019; IN COMMERCE 11-1-2019

CLASS 24: bath towels; beach towels; bedding, namely, bed blankets, bed covers, bed linen, bed sheets, pillow cases, toddler and kids throws in all sizes and fabrications, namely, fleece and plush raschel, embroidered throws, novelty throws, throws sold as a set, hooded throws; toddler and kids bedding and bed accessories in all fabrications, namely, bed sheets, comforters, bedspreads, quilts, dust ruffles, bed canopies, pillowcases, shams, bed blankets in all sizes and fabrications including fleece and plush raschel and snuggle wraps; plastic table covers

FIRST USE 6-1-2019; IN COMMERCE 6-1-2019

CLASS 25: Halloween costumes; Halloween costumes and masks sold in connection therewith; swimwear; clothing, namely, sleepwear, layettes, bibs not of paper, t-shirts, fashion tops as clothing, hoodies, sweaters, jackets, jumpers, jeans, pants, trousers, shorts, shirts, skirts, dresses, rain coats, coats, puddle suits being rainwear, warm-up suits, waterproof sets being rainwear and fleece tops, bottoms, jackets, pullovers, shorts, vests; hosiery, namely, socks, tights and leggings; cold weather accessories, namely, hats, gloves, scarves, mittens, ear and neck warmers and muffs, arm warmers, slippers, snow suits; headwear; children's underwear; shoes

FIRST USE 4-25-2019; IN COMMERCE 4-25-2019

CLASS 26: Hair accessories, namely, hair ties, hair scrunchies, hair bows, hair bands, hair pins; charms for shoes

FIRST USE 4-1-2020; IN COMMERCE 4-1-2020

CLASS 27: Paper wall coverings; hanging decorations and décor items of paper

FIRST USE 10-15-2019; IN COMMERCE 10-15-2019

CLASS 28: Games, toys and playthings, namely, water toys, musical toys, sketching toys and paper toy figures; toy animals and accessories therefor; dolls; toys for pets; plush toys; battery operated action toys; electronic action toys; bathtub toys; action figure toys with sound; collectable toy figures; molded toy figures; card games; playing cards; board games; playsets for toy figures; rubber character toys; plastic character toys; balls for sports; toy vehicle playsets; puzzles; stuffed dolls; children's multiple activity toys; toy stamps; games, namely, birthday party supply pack consisting of balloons, party favor hats, and paper party favors; foam balls; rubber balls; sporting articles other than golf articles or climbing articles, namely, nets for sports, footballs, baseballs, baseball bats, basketballs, tennis balls, rackets for tennis or badminton, swimming jackets and swimming floats; Toy foam items, namely, ethylene vinyl acetate (EVA) foam shapes in the nature of foam animals, alphabets, numbers; Toy robots; toy vehicles; bath toys; play tents; trading cards for games; ride-on toys and accessories therefor; costume masks; balloons; bowling set made of plastic and comprised of bowling balls and plastic pins; basketball goal sets; balls for playing indoor and outdoor games; kites; party games; printed crepe paper streamers; party blowouts; Piñatas and piñata fillers in the nature of toys; party favor figures in the nature of small toys

FIRST USE 12-1-2018; IN COMMERCE 12-1-2018



CLASS 30: breakfast cereals

FIRST USE 8-15-2019; IN COMMERCE 8-15-2019

CLASS 41: Entertainment in the nature of live stage performances in the nature of plays, concerts, musicals, dances; provision of information relating to live performances; entertainment, namely, live music concerts

FIRST USE 7-1-2017; IN COMMERCE 10-3-2019

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

SER. NO. 88-980,876, FILED 07-23-2019

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### **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\***

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**\*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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# United States of America

United States Patent and Trademark Office

# PINKFONG

**Reg. No. 7,249,570**

**Registered Dec. 19, 2023**

**Int. Cl.: 30**

**Trademark**

**Principal Register**

THE PINKFONG COMPANY, INC. (KOREA, REPUBLIC OF LIMITED CORPORATION)

5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
SEOUL, REPUBLIC OF KOREA N/A

CLASS 30: cookies

FIRST USE 6-1-2022; IN COMMERCE 6-1-2022

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

SER. NO. 88-529,984, FILED 07-23-2019

*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



## **REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

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### **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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# United States of America

## United States Patent and Trademark Office

# pinkfong

**Reg. No. 6,138,374**

**Registered Sep. 01, 2020**

**Int. Cl.: 41**

**Service Mark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF CORPORATION)  
5th Floor, 94, Myeongdal-ro  
Seocho-gu Seoul  
REPUBLIC OF KOREA

CLASS 41: Providing amusement arcade services; Providing of gaming facilities, namely, providing facilities for recreation activities including sports; electronic publication of texts and printed matter, other than publicity texts, on the internet; Providing of photographic or video content via a website on the internet for educational purposes in the field of early childhood education, namely, providing non-downloadable videos in the field of early childhood education; providing of photographic or video content via a website on the internet for educational purposes, namely, providing a website featuring non-downloadable videos in the field of education or entertainment for children; Conducting children field study for educational purposes, namely, conducting out-of-classroom educational experiences in the nature of educational excursions in the field of physical education, music, science, the arts, nature, history, guided tours of museums and demonstrations; conducting of children field study for educational purposes, namely, out-of-classroom educational experiences in the nature of educational excursions and demonstrations to allow children to investigate biodiversity in the meadows, ponds, and woodlands; conducting of children field study for educational purposes, namely, out-of-classroom educational experiences in the nature of educational excursions and demonstrations to develop educational children's mental health programs; conducting of children field study for educational purposes, namely, out-of-classroom educational experiences in the nature of educational excursions and demonstrations to understand childhood learning methods; conducting of children field study for educational purposes, namely, out-of-classroom educational experiences in the nature of educational courses of instruction at the elementary school level; Providing electronic publications from a global computer network or the internet, not downloadable, in the nature of story books, animation books, magazines, catalogues; recreation facilities services; providing recreation facilities; production of animated films; production of cartoons in film, animated films, television series, online content or other media; distribution of cartoons in film, animated films, television series, online content, or other media; Production of animated programs; game services provided on-line from a mobile phone network; arranging and conducting of mobile game competitions; organising of cultural events; planning and production of musicals; production and distribution of animation TV series; production and presentation and distribution of animated films; Animation production services; Educational and entertainment services for children, namely, providing interactive play areas, instructional classes at the preschool and elementary levels and social gatherings for children; provision of children's playgrounds; entertainment services, namely, providing information in the field of musical entertainment for children via a website; multimedia publishing of printed matter, books, magazines, journals, newspapers, newsletters, tutorials, maps, graphics, photographs, videos, music and electronic publications; publishing of electronic publications; electronic publishing services, namely, publication of text and graphic works of others on CD, DVD, or on-line featuring education or entertainment for children; entertainment services in the nature of concerts, musical and video performances, namely, arranging and conducting of concerts, presentation of musical performances, and presentation of recorded musical performances



Director of the United States  
Patent and Trademark Office



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

PRIORITY DATE OF 09-06-2018 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1452088 DATED 01-02-2019, EXPIRES 01-02-2029

SER. NO. 79-252,869, FILED 01-02-2019

## 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

### pinkfong Baby Shark

**Reg. No. 6,337,210**

**Registered May 04, 2021**

**Int. Cl.: 21**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF CORPORATION)  
5th Floor, 94, Myeongdal-ro,  
Seocho-gu, Seoul, REPUBLIC OF KOREA

CLASS 21: Baby bath basins being baby bathtubs; plastic bathtubs for children; plastic buckets for storing bath toys; bath brushes; water bottles sold empty; vacuum bottles being insulated bottles for keeping beverages hot or cold, sold empty; non-electric cleaning tools and washing utensils, namely, cleaning sponges and cleaning rags; cleaners for spectacles being eyeglass cleaning cloths; tableware set for children being table plates; potties for children; milk jugs; water bottles for infants, sold empty; cups for baby food; works of art of porcelain, earthenware and glass; coin banks; toothbrushes, electric; toothbrushes; toothbrush holders; candy boxes; cups; cosmetic utensils, namely, cosmetic brushes and spatulas; gloves for household purposes

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

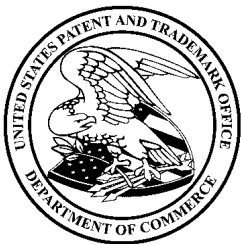
OWNER OF U.S. REG. NO. 4515238

PRIORITY DATE OF 07-10-2018 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1443884 DATED 10-16-2018, EXPIRES 10-16-2028

No claim is made to the exclusive right to use the following apart from the mark as shown: "BABY"

SER. NO. 79-249,403, FILED 10-16-2018



*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/>.

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# United States of America

## United States Patent and Trademark Office

### PINKFONG BABY SHARK

**Reg. No. 6,343,519**

**Registered May 04, 2021**

**Int. Cl.: 25**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF limited company (ltd.) )  
94, Myeongdal-ro, Seocho-gu  
Seocho-dong, 5th Floor  
Seoul, REPUBLIC OF KOREA 06668

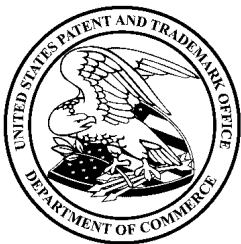
CLASS 25: Clothing and footwear, namely, athletic shoes, baby pants, caps, coats, dresses, footwear, gloves, hats, jackets, jumpers, leggings, mittens, pants, sandals, shirts, shoes, shorts, skirts, sleepwear, slippers, sneakers, sweatshirts, swimwear, t-shirts, baby bibs, not of paper; socks; hats, underwear, winter gloves; waterproof clothing, namely, jackets; bathing suits; footwear for sports; clothing for sports, namely, sweatpants, sweatshirts, hooded sweatshirts; outer clothing, namely, hats, gloves and coats; children's clothing, namely, t-shirts, jackets, pants, shorts, pajamas, shirts, skirts, dresses, socks, coats, underwear, sweatshirts, sweatpants and hooded sweatshirts; infants' clothing, namely, one piece garments, hats, shirts, socks, pants, cloth bibs, snap crotch shirts, rompers and jumpers; shirts; rain wear

FIRST USE 11-28-2017; IN COMMERCE 11-28-2017

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

No claim is made to the exclusive right to use the following apart from the mark as shown: "BABY"

SER. NO. 88-980,951, FILED 04-22-2019



*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:**

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- **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\***

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# United States of America

United States Patent and Trademark Office

## PINKFONG BABY SHARK

**Reg. No. 7,299,750**

**Registered Feb. 06, 2024**

**Int. Cl.: 25**

**Trademark**

**Principal Register**

THE PINKFONG COMPANY, INC. (REPUBLIC OF KOREA LIMITED CORPORATION)

5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
SEOUL, REPUBLIC OF KOREA 06668

CLASS 25: Waterproof clothing, namely, shorts; overcoats excluding wear for exclusive use for sports and Korean traditional dress; waterproof clothing, namely, hooded pullovers; clothing for sports, namely, sports jerseys, shorts, pants

FIRST USE 9-1-2020; IN COMMERCE 9-1-2020

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

No claim is made to the exclusive right to use the following apart from the mark as shown: "BABY"

SER. NO. 88-396,786, FILED 04-22-2019

*Katherine Kelly Vidal*

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\***

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# United States of America

United States Patent and Trademark Office

# PINKFONG

**Reg. No. 7,249,578**

**Registered Dec. 19, 2023**

**Int. Cl.: 5**

**Trademark**

**Principal Register**

THE PINKFONG COMPANY, INC. (KOREA, REPUBLIC OF LIMITED CORPORATION)

5TH FLOOR, 94, MYEONGDAL-RO, SEOCHO-GU,  
SEOUL, REPUBLIC OF KOREA 06668

CLASS 5: Food for babies; disposable baby diapers; paper diapers for babies; vitamin and mineral dietary supplements

FIRST USE 9-1-2022; IN COMMERCE 9-1-2022

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

SER. NO. 88-594,141, FILED 08-27-2019

*Katherine Kelly Vidal*

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.

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## United States Patent and Trademark Office

# PINKFONG

**Reg. No. 6,503,438**

**Registered Sep. 28, 2021**

**Int. Cl.: 5**

## Trademark

## Principal Register

Smart Study Co., Ltd. (HONG KONG limited company (ltd.) )

Seocho-dong, 5th Floor

94, Myeongdal-ro, Seocho-gu

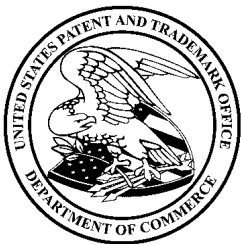
Seoul, REPUBLIC OF KOREA 06668

CLASS 5: Baby food; baby food made from agricultural products; adhesive bandages; adhesive bandages for skin wounds; disinfectants for hygiene purposes; tissues impregnated with antibacterial preparations

FIRST USE 3-20-2020; IN COMMERCE 3-20-2020

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

SER. NO. 88-982,409, FILED 08-27-2019



Donna Harpold

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**

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### **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\***

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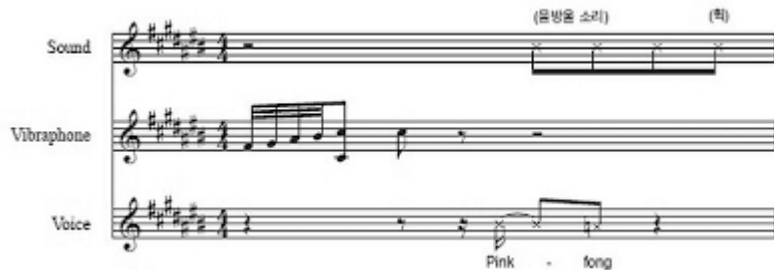
**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark 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. 6,495,600**

**Registered Sep. 28, 2021**

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

**Service Mark**

**Trademark**

**Principal Register**

Smart Study Co., Ltd. (KOREA, REPUBLIC OF Limited Company )  
5th Floor, 94, Myeongdal-ro,  
Seocho-gu Seoul  
REPUBLIC OF KOREA

CLASS 9: Motion picture video recordings featuring children's entertainment; pre-recorded video discs featuring music; pre-recorded video recordings featuring children's entertainment; downloadable digital video recordings featuring children's entertainment; downloadable multimedia files containing video relating to animation; downloadable video files featuring children's entertainment; downloadable video recordings featuring animation; downloadable music files; downloadable electronic fairytale books; computer software applications, downloadable, for viewing videos featuring children's entertainment and education; pre-recorded video disc featuring animation; pre-recorded video cassette featuring animation; pre-recorded video tape featuring animation; downloadable recorded MP3 file featuring music; pre-recorded audio recordings featuring audio books in the nature of children's stories; recorded CDs featuring audio books in the nature of children's stories; recorded DVDs featuring animation; downloadable video recordings featuring animated cartoons; video disks with recorded animated cartoons; video disks and video tapes with recorded animated cartoons; downloadable computer software for wireless content delivery; downloadable computer software for viewing videos featuring children's entertainment and education; data carriers for computers having software recorded thereon, namely, recorded software for viewing videos featuring children's entertainment and education; downloadable educational software for children; downloadable computer software for transmitting and broadcasting audio, video, and multimedia contents; electronic media in the nature of prerecorded CDs and DVDs featuring music performance; compact discs featuring music; downloadable video recordings featuring music; music recordings recorded on electronic media; pre-recorded electronic media, namely, video tapes and DVDs featuring animated cartoons; pre-recorded DVDs featuring music videos; downloadable computer software for transmission of sound and video messages; downloadable computer software for electronic publishing of digital videos; downloadable computer software to enhance the audio-visual capabilities of multimedia applications, namely, for the integration of text, audio, graphics, still images and moving pictures; recorded electronic documents in the field of children's entertainment and education provided via a website; electronic publications, downloadable, namely, children's books; downloadable electronic publications in the nature of children's books; downloadable electronic study guides in the form of books or papers

CLASS 41: Providing online videos featuring children's entertainment, not



*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



downloadable; production and distribution of animation TV series; production of animations or animated films; production and distribution of animated films; production of animated television programs; production and distribution of sound, movie and video recordings in the field of children's entertainment; multimedia publishing of books, magazines, journals, newspapers, newsletters, tutorials, maps, graphics, photographs, videos, music and electronic publications; providing online electronic publications, not downloadable, in the nature of cartoons, books, magazines and brochures in the field of children's entertainment and education; publishing of electronic publications; entertainment, namely, live music concerts and musical performances; providing digital music, not downloadable, on the Internet

The mark is a sound mark. The mark consists of sound effects, a vibraphone, and a voice in the key of C-sharp major in four-four time. The sound begins with a vibraphone playing four thirty-second notes, F4-sharp, G4-sharp, A4-sharp, and B4-sharp, followed by a C5-sharp and C4-sharp double stop. The sound effect consists of a half rest note while the vibraphone plays followed by three eighth notes making water drop sounds and one eighth note making a swish sound after. The voice starts after quarter and a dot eighth rests and consists of a child shouting "PINK FONG" with "FONG" pitched lower than "PINK". In this regard, the sound corresponding to "PINK" is composed of a dotted eighth note, while "FONG" is composed of an eighth note.

PRIORITY DATE OF 04-24-2020 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1554670 DATED 06-02-2020,  
EXPIRES 06-02-2030

SER. NO. 79-295,533, FILED 06-02-2020

## **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: 88530086

Filing Date: 07/23/2019

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	88530086
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">BABY SHARK</a>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	BABY SHARK
<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>	Smart Study Co., Ltd.
<b>INTERNAL ADDRESS</b>	Seocho-dong, 5th Floor
<b>*STREET</b>	94, Myeongdal-ro, Seocho-gu
<b>*CITY</b>	Seoul
<b>*COUNTRY</b>	Korea, South
<b>*ZIP/POSTAL CODE</b> (Required for U.S. and certain international addresses)	06668
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	limited company (ltd.)
<b>STATE/COUNTRY WHERE LEGALLY ORGANIZED</b>	Korea, South
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	003
	Shower Gel and bath gel; Body Wash; 3 in 1 Body Wash; Bubble Bath; non-medicated bubble bath preparations; Bath Foam; Body Spray; Scented Body Spray; fragrances; non-medicated skin care preparation, namely, body mist; body lotion; bath fizzies; bath confetti; non-medicated hand soaps; hair shampoo; hair conditioner; hair detangling preparations; Gift sets consisting of body lotion, shower gel and fragrances; body art stickers; nail art stickers; temporary tattoo transfers for use as cosmetics; Eyewear; children's novelty sunglasses; Slap bracelets; jewelry; children's jewelry; watches; clocks Bath Activity Sets, including bathtub paints and crayons; stickers modeling clay for children; trading cards; rubber erasers; posters; arts and crafts; color pencils; markers; party

<p><b>*IDENTIFICATION</b></p>	<p>goods; greeting cards; children's storybooks; children's books sets; gift wrapping paper; books printed on thick paperboard; Umbrellas; reusable tote bags; Toothbrush holders; hair combs; hairbrushes; bath products, namely, bath sponges, loofah sponges; bath and shower caddies; molded decanters; washing cloths; paper plates; paper cups; plastic buckets; plastic dinnerware; glass dinnerware; plastic drinkware; glass drinkware; Bath Mitts; bath towels; beach towels; bedding; Halloween costumes; Halloween costumes and masks sold in connection therewith; swimwear; clothing; socks; cold weather accessories; headwear; ponchos; rain slickers; children's underwear; shoes; Hair Accessories; charms for shoes; Games, toys and playthings namely, water toys, musical toys, sketching toys and paper toy figures; toy animals and accessories therefor; dolls; butterfly nets; toys for pets; Christmas tree ornaments; Fairground ride apparatus, namely, amusement park rides; plush toys; wind-up toys; toy tools; toy building blocks; battery operated action toys; electronic action toys; bathtub toys; battery operated action toys; toys with sound; collectable toy figures; molded toy figures; card games; playing cards; board games; playsets for toy figures; portable games with liquid crystal displays; rubber character toys; plastic character toys; balls for sports; toy vehicle playsets; puzzles; stuffed dolls; children's multiple activity toys; toy stamps; games, namely, birthday party supply pack consisting of balloons, party favor hats, and paper party favors; foam balls; rubber balls; sporting articles other than golf articles or climbing articles, namely, nets for sports, footballs, baseballs, baseball bats, basketballs, tennis balls, rackets for tennis or badminton, swimming jackets and swimming floats; golf bags with or without wheels; golf gloves; golf balls; golf clubs; golf bags with or without wheels; fishing tackle; twirling batons; Toy foam items, namely, EVA Shapes; Toy robots; toy vehicles; play tents; trading cards for games; ride-on toys and accessories therefor; costume masks; balloons ; bowling set made of plastic; basketball set; toy shovel; inflatable bop bag; balls; boxing gloves; kites; invisible ink; fruit-based snacks; nut and dried fruit-based snack bars; candied fruit snacks; fruit-based organic food snacks; dehydrated fruit snacks; ice creams, frozen yogurts, and sorbets; bakery goods; confectionery, namely, frozen confectioneries, chocolate confections, confectionery made of sugar, and jelly confections; chocolate; sweet coatings, namely, frosting; condiments, namely, sauces, ketchup, mustard, salsas, and dipping sauces; chocolates; chocolate-coated nuts, cocoa spreads, hot chocolate mixes, chocolate based spreads; chocolate bars, chocolate candies, chocolate based ready to eat snacks; cones for ice cream; ice cream sundaes; ice cream bars; ice cream sandwiches; candy toppings for ice cream; vegan ice cream; snack cakes; cookies; vegan cookies; cereal; non-alcoholic beverages, namely, carbonated beverages, mineral and aerated waters, mineral and aerated flavored waters, drinking water, spring water, coconut water, fruit drinks and fruit juices, vegetable juices; Entertainment in the nature of live stage performances; provision of information relating to live performances; entertainment, namely, live music concerts</p>
<p><b>FILING BASIS</b></p>	<p><b>SECTION 1(b)</b></p>
<p><b>ATTORNEY INFORMATION</b></p>	
<p><b>NAME</b></p>	<p>Dwana S. Dixon</p>

ATTORNEY DOCKET NUMBER	4490-520
FIRM NAME	Epstein Drangel LLP
STREET	60 E. 42nd Street, Suite 2520
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10165
PHONE	212-292-5390
FAX	212-292-5391
EMAIL ADDRESS	mail@ipcounselors.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Robert L. Epstein, Jason M. Drangel, William C. Wright, Ashly E. Sands, Kimberly Klibert, Kerry B. Brownlee, Annmary Ittan, Brieanne Scully, Danielle S. Yamali
<b>CORRESPONDENCE INFORMATION</b>	
NAME	Dwana S. Dixon
FIRM NAME	Epstein Drangel LLP
STREET	60 E. 42nd Street, Suite 2520
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10165
PHONE	212-292-5390
FAX	212-292-5391
*EMAIL ADDRESS	mail@ipcounselors.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	NOT PROVIDED
SIGNATORY'S NAME	NOT PROVIDED
SIGNATORY'S POSITION	NOT PROVIDED
DATE SIGNED	NOT PROVIDED





## Trademark/Service Mark Application, Principal Register

**Serial Number: 88530086**

**Filing Date: 07/23/2019**

### To the Commissioner for Trademarks:

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

The literal element of the mark consists of BABY SHARK.

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

The applicant, Smart Study Co., Ltd., a limited company (Ltd.) legally organized under the laws of Korea, South, having an address of  
Seocho-dong, 5th Floor  
94, Myeongdal-ro, Seocho-gu  
Seoul 06668  
Korea, South

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: Shower Gel and bath gel; Body Wash; 3 in 1 Body Wash; Bubble Bath; non-medicated bubble bath preparations; Bath Foam; Body Spray; Scented Body Spray; fragrances; non-medicated skin care preparation, namely, body mist; body lotion; bath fizzies; bath confetti; non-medicated hand soaps; hair shampoo; hair conditioner; hair detangling preparations; Gift sets consisting of body lotion, shower gel and fragrances; body art stickers; nail art stickers; temporary tattoo transfers for use as cosmetics; Eyewear; children's novelty sunglasses; Slap bracelets; jewelry; children's jewelry; watches; clocks Bath Activity Sets, including bathtub paints and crayons; stickers modeling clay for children; trading cards; rubber erasers; posters; arts and crafts; color pencils; markers; party goods; greeting cards; children's storybooks; children's books sets; gift wrapping paper; books printed on thick paperboard; Umbrellas; reusable tote bags; Toothbrush holders; hair combs; hairbrushes; bath products, namely, bath sponges, loofah sponges; bath and shower caddies; molded decanters; washing cloths; paper plates; paper cups; plastic buckets; plastic dinnerware; glass dinnerware; plastic drinkware; glass drinkware; Bath Mitts; bath towels; beach towels; bedding; Halloween costumes; Halloween costumes and masks sold in connection therewith; swimwear; clothing; socks; cold weather accessories; headwear; ponchos; rain slickers; children's underwear; shoes; Hair Accessories; charms for shoes; Games, toys and playthings namely, water toys, musical toys, sketching toys and paper toy figures; toy animals and accessories therefor; dolls; butterfly nets; toys for pets; Christmas tree ornaments; Fairground ride apparatus, namely, amusement park rides; plush toys; wind-up toys; toy tools; toy building blocks; battery operated action toys; electronic action toys; bathtub toys; battery operated action toys; toys with sound; collectable toy figures; molded toy figures; card games; playing cards; board games; playsets for toy figures; portable games with liquid crystal displays; rubber character toys; plastic character toys; balls for sports; toy vehicle playsets; puzzles; stuffed dolls; children's multiple activity toys; toy stamps; games, namely, birthday party supply pack consisting of balloons, party favor hats, and paper party favors; foam balls; rubber balls; sporting articles other than golf articles or climbing articles, namely, nets for sports, footballs, baseballs, baseball bats, basketballs, tennis balls, rackets for tennis or badminton, swimming jackets and swimming floats; golf bags with or without wheels; golf gloves; golf balls; golf clubs; golf bags with or without wheels; fishing tackle; twirling batons; Toy foam items, namely, EVA Shapes; Toy robots; toy vehicles; play tents; trading cards for games; ride-on toys and accessories therefor; costume masks; balloons ; bowling set made of plastic; basketball set; toy shovel; inflatable bop bag; balls; boxing gloves; kites; invisible ink; fruit-based snacks; nut and dried fruit-based snack bars; candied fruit snacks; fruit-based organic food snacks; dehydrated fruit snacks; ice creams, frozen yogurts, and sorbets; bakery goods; confectionery, namely, frozen confectioneries, chocolate confections, confectionery made of sugar, and jelly confections; chocolate; sweet coatings, namely, frosting; condiments, namely, sauces, ketchup, mustard, salsas, and dipping sauces; chocolates; chocolate-coated nuts, cocoa spreads, hot chocolate mixes, chocolate based spreads; chocolate bars, chocolate candies, chocolate based ready to eat snacks; cones for ice cream; ice cream sundaes; ice cream bars; ice cream sandwiches; candy toppings for ice cream; vegan ice cream; snack cakes; cookies; vegan cookies; cereal; non-alcoholic beverages, namely, carbonated beverages, mineral and aerated waters, mineral and aerated flavored waters, drinking water, spring water, coconut water, fruit drinks and fruit juices, vegetable juices; Entertainment in the nature of live stage performances; provision of information relating to live performances; entertainment, namely, live music concerts

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.

The applicant's current Attorney Information:

Dwana S. Dixon and Robert L. Epstein, Jason M. Drangel, William C. Wright, Ashly E. Sands, Kimberly Klibert, Kerry B. Brownlee,

Annmary Ittan, Brieanne Scully, Danielle S. Yamali of Epstein Drangel LLP 60 E. 42nd Street, Suite 2520  
New York, New York 10165  
United States  
212-292-5390(phone)  
212-292-5391(fax)  
mail@ipcounselors.com (authorized)

The attorney docket/reference number is 4490-520.

The applicant's current Correspondence Information:

Dwana S. Dixon  
Epstein Drangel LLP  
60 E. 42nd Street, Suite 2520  
New York, New York 10165  
212-292-5390(phone)  
212-292-5391(fax)  
mail@ipcounselors.com (authorized)

**E-mail Authorization:** I authorize the USPTO to send e-mail correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail 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: Not Provided Date: Not Provided  
Signatory's Name: Not Provided  
Signatory's Position: Not Provided  
Payment Sale Number: 88530086  
Payment Accounting Date: 07/23/2019

BABY SHARK

# EXHIBIT C

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

**Registration Number**

**VA 2-130-847**

**Effective Date of Registration:**

December 20, 2018

## Title

**Title of Work:** Daddy Shark

## Completion/Publication

**Year of Completion:** 2017

**Date of 1st Publication:** September 15, 2017

**Nation of 1st Publication:** Korea, South

## Author

- Author:** Smart Study Co., Ltd.
- Author Created:** sculpture
- Work made for hire:** Yes
- Citizen of:** Korea, South

## Copyright Claimant

**Copyright Claimant:** Smart Study Co., Ltd.  
5F, 94 Myeongdal-ro, Seocho-gu, Seoul, 06668, Korea, South

## Rights and Permissions

**Organization Name:** Epstein Drangel LLP  
**Name:** Jason M. Drangel  
**Email:** mail@ipcounselors.com  
**Telephone:** (212)292-5390  
**Address:** 60 E. 42nd Street  
Suite 2520  
New York, NY 10165 United States

## Certification

**Name:** Dwana S. Dixon  
**Date:** December 20, 2018

---



\*0000VA00021308470202\*

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kary A. Lush*

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-130-854**

Effective Date of Registration:

December 19, 2018

## Title

Title of Work: Mommy Shark

## Completion/Publication

Year of Completion: 2017

Date of 1st Publication: September 15, 2017

Nation of 1st Publication: Korea, South

## Author

• Author: Smart Study Co., Ltd.  
Author Created: sculpture  
Work made for hire: Yes  
Citizen of: Korea, South

## Copyright Claimant

Copyright Claimant: Smart Study Co., Ltd.  
5F, 94 Myeongdal-ro, Seocho-gu, Seoul, 06668, Korea, South

## Rights and Permissions

Organization Name: Epstein Drangel LLP  
Name: Jason M. Drangel  
Email: mail@ipcounselors.com  
Telephone: (212)292-5390  
Address: 60 E. 42nd Street  
Suite 2520  
New York, NY 10165 United States

## Certification

**Name:** Dwana S. Dixon  
**Date:** December 19, 2018

---



\*0000VA00021308540202\*



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kary A. Lush*

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-130-856**

Effective Date of Registration:

December 19, 2018

## Title

Title of Work: Baby Shark

## Completion/Publication

Year of Completion: 2017

Date of 1st Publication: September 15, 2017

Nation of 1st Publication: Korea, South

## Author

• Author: Smart Study Co., Ltd.  
Author Created: sculpture  
Work made for hire: Yes  
Citizen of: Korea, South

## Copyright Claimant

Copyright Claimant: Smart Study Co., Ltd.  
5F, 94 Myeongdal-ro, Seocho-gu, Seoul, 06668, Korea, South

## Rights and Permissions

Organization Name: Epstein Drangel LLP  
Name: Jason M. Drangel  
Email: mail@ipcounselors.com  
Telephone: (212)292-5390  
Address: 60 E. 42nd Street  
Suite 2520  
New York, NY 10165 United States

## Certification

**Name:** Dwana S. Dixon  
**Date:** December 19, 2018

---



\*0000VA00021308560202\*

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kay A. Lusk*

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-131-983**

Effective Date of Registration:

December 28, 2018

## Title

Title of Work: Pink Fong Mascot

## Completion/Publication

Year of Completion: 2017  
Date of 1st Publication: September 15, 2017  
Nation of 1st Publication: Korea, South

## Author

• Author: Smart Study Co., Ltd.  
Author Created: sculpture  
Work made for hire: Yes  
Citizen of: Korea, South

## Copyright Claimant

Copyright Claimant: Smart Study Co., Ltd.  
5F, 94 Myeongdal-ro, Seocho-gu, Seoul, 06668, Korea, South

## Rights and Permissions

Organization Name: Epstein Drangel LLP  
Name: Jason M. Drangel  
Email: mail@ipcounselors.com  
Telephone: (212)292-5390  
Address: 60 E. 42nd Street  
Suite 2520  
New York, NY 10165 United States

## Certification



**Name:** Dwana S. Dixon  
**Date:** December 28, 2018

---