

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Millimages S.A.,

Plaintiff,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.

Case No. 24-cv-1614

COMPLAINT

Plaintiff, Millimages S.A. (“Plaintiff”), by and through its attorneys, Aronberg Goldgehn Davis & Garmisa, for its Complaint against The Partnerships and Unincorporated Associations Identified on Schedule A (collectively referred to as “Defendants”) states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

Nature of the Case

1. Plaintiff uses and is the owner of the federally registered trademarks: U.S. Registration Nos. 5864624 and 5107091, and common law trademarks corresponding to the same. True and correct copies of the registration certificates for the above trademarks are attached as **Exhibit A** (the “Molang Marks”).

2. Plaintiff uses and is the owner of the federally registered copyrights: U.S. Registration Nos. TX0008586339, TX0008613276, TX0008679413, TX0008540345, TX0008660600, and TX0008542698. True and correct copies of the registration certificates for the above copyrights are attached as **Exhibit B**. (the “Molang Copyrights”).

3. This action has been filed to combat the online trademark and copyright infringement and counterfeiting of Defendants, who trade upon Plaintiff's valuable intellectual property including the Molang Marks, and Molang Copyrights (collectively the "Molang IP") by selling, and/or offering for sale, unauthorized, unauthentic, and counterfeit products in connection with the Molang Marks, as well as to stop and prevent Defendants' selling of unauthorized products that use, are based on, and/or are derived from, the Molang Copyrights through the use, manufacture, offer to sell, and sale of unauthorized and infringing products (the "Unauthorized/Infringing Goods").

4. Defendants use and operate fully interactive e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the "Seller Aliases").

5. Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale, and selling Unauthorized/Infringing Goods to unknowing consumers.

6. E-commerce stores operating under the Seller Aliases share unique identifiers, establishing a logical relationship between them and that Defendants' counterfeiting operation such that Defendants infringement arise out of the same transaction, occurrence, or series of transactions or occurrences.

7. Defendants attempt to avoid and mitigate liability by operating under one or more Seller Aliases to conceal both their identities and the full scope and interworking of their counterfeiting operations.

¹ The e-commerce store URLs are listed on Schedule A under the Online Marketplaces.

8. Defendants further utilize images from Plaintiff's website in conjunction with the sale of products with the same or similar appearance as those sold by Plaintiffs, further causing confusion among customers.

9. Plaintiff is forced to file this action to combat Defendants' infringement counterfeiting of its Molang IP, as well as to protect unknowing consumers from purchasing Unauthorized/Infringing Goods over the Internet.

10. Plaintiff has been and continues to be irreparably damaged through consumer confusion, dilution, loss of control over the creative content and tarnishment of its valuable trademarks and copyrights, as a result of Defendants' actions and seeks injunctive and monetary relief.

The Parties

11. Millimages S.A. is a French independent animation studio based in Paris .

12. Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Plaintiff.

13. On information and belief, Defendants reside and/or operate in the People's Republic of China or other foreign jurisdictions with lax intellectual property enforcement systems or redistribute products from the same or similar sources in those locations.

14. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

15. On information and belief, Defendants, either individually or jointly, operate one or more e-commerce stores under the Seller Aliases listed in Schedule A, attached hereto.

16. Tactics used by Defendants to conceal their identities and the full scope of their operation make it virtually impossible for Plaintiff to learn Defendants' true identities and the exact interworking of their counterfeit network.

Jurisdiction

17. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1121, the Copyright Act 17 U.S.C. § 501, 28 U.S.C. § 1331 and 28 U.S.C. §1338.

18. This Court has personal jurisdiction over Defendants because Defendants transacted business relative to the claims made within the State of Illinois and within this District and because Defendant purposefully availed itself of the benefits and privileges of conducting business activities within the State of Illinois and within this District.

19. More particularly, Defendants utilize online retail accounts to promote and offer to sell the Unauthorized/Infringing Goods in Illinois and to Illinois residents, and provide for the shipment of the Unauthorized/Infringing Goods to customers in Illinois.

20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district.

21. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(3) because Defendants are foreign defendants and are subject to this Court's personal jurisdiction as alleged above.

Factual Background

Plaintiff's Products Branded Under the Molang IP

22. Plaintiff is an award-winning, studio that created the popular children's series Molang.

23. Molang is an animated sitcom illustrating the relationship between roommates and best friends, Molang, an enthusiastic happy and optimistic rabbit, and Piu Piu, a timid but outgoing chicken. The series first aired in 2015, and has since taken off, now shown in over 190 countries.

24. Since then, Plaintiff has marketed, advertised, sold, and offered for sale various goods under the Molang IP.

25. The Molang Marks have been used exclusively and continuously by Plaintiff and have never been abandoned. The trademarks attached hereto as Exhibit A constitute *prima facie* evidence of the Molang Marks' validity and of Plaintiff's exclusive right to use the Molang Marks pursuant to 15 U.S.C. § 1057(b).

26. Among the exclusive rights granted to Plaintiff under the U.S. Copyright Act are the exclusive rights to reproduce, prepare derivative works of, distribute copies of, and display the Molang Copyrights to the public.

27. Plaintiff markets and sells a variety of products that feature the Molang Copyrights and Molang Marks.

28. Whether Plaintiff manufactures the products itself or contracts with others to do so, Plaintiff has ensured that products bearing the Molang IP are manufactured to the highest quality standards.

29. Based on the Molang IP having been in continuous and substantially exclusive use, as well as being the subject of the expenditure of substantial resources in promoting and advertising, there is substantial and valuable goodwill associated with the Molang products, and Plaintiff's customer services respecting its products.

30. Through its marketing, diligence, services and commitment to excellence, Plaintiff has established each of the trademarks of the Molang Marks as a famous trademark within the

meaning of 15 U.S.C. §1125(c)(2), and each contributes to Plaintiff's celebrated and high-distinguished brand.

31. The Molang IP is a critical component of consumer's ability to readily identify Plaintiff's goods.

32. The Molang IP portfolio is an extremely valuable asset of Plaintiff.

33. Plaintiff maintains authorized sellers of products that utilize the Molang IP for the United States. By only permitting authorized sellers to use and sell products marked with one or more of the Molang Marks in the United States, Plaintiff is able to maintain controls over the seller's quality commitments, customer service requirements, and product handling. These restrictions are important and valuable to Plaintiff to ensure that customers of Molang products not only receive genuine Molang goods, but also enjoy the appropriate high level of service and customer care that is represented by the Molang brand and its goodwill. It also ensures that Plaintiff is able to provide sufficient inventory to its authorized sellers so that the sellers are able to fulfill orders for the product, and not cancel orders.

34. Plaintiff has made substantial effort in protecting its interests in the Molang IP. Only Plaintiff and Plaintiff's licensees and/or individuals or businesses it expressly authorizes are entitled to manufacture, import, export, advertise, offer for sale, derive from, or sell any goods utilizing or featuring the Molang IP.

35. Plaintiff has not licensed or authorized any Defendant to manufacture, import, export, advertise, offer for sale, derive from, or sell any goods utilizing or featuring the Molang IP.

Defendants' Wrongful Acts

36. The success of the Molang brand has resulted in its significant counterfeiting and infringement.

37. Plaintiff actively works with a brand protection program to investigate suspicious e-commerce stores identified in proactive Internet sweeps and reported by consumers.

38. Recently, Plaintiff has identified numerous fully interactive e-commerce stores, including those operating under the Seller Aliases, which were offering for sale and/or selling Unauthorized/Infringing Goods to consumers in this Judicial District and throughout the United States. E-commerce sales, including through e-commerce stores like those of Defendants, have resulted in an increase in the shipment and importation of unauthorized products into the United States.

39. Third party service providers like those used by Defendants do not adequately subject new sellers to verification and confirmation of their identities, allowing counterfeiters to routinely use false or inaccurate names and addresses when registering with these e-commerce platforms.

40. Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, have sold Unauthorized/Infringing Goods to residents of Illinois.

41. Defendants concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing the e-commerce stores operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-commerce stores operating under the Seller Aliases appear sophisticated and accept payment in U.S. dollars via credit cards, Alipay,

and/or PayPal. E-commerce stores operating under the Seller Aliases often include misleading images that make it very difficult for consumers to distinguish such stores from an authorized retailer.

42. Plaintiff has not licensed or authorized Defendants to use of the Molang IP and none of the Defendants are authorized retailers of genuine Molang products.

43. More specifically, Defendants are not authorized sellers of Molang branded products in the United States. Defendants operate outside of Plaintiff's authorized seller network and are not subject to the same levels of control and requirements as Plaintiff's authorized sellers. Because of that, Plaintiff is not able to demand the same level of customer care and product handling that it can of its authorized sellers. As a consequence, customers purchasing from Defendants can have negative purchasing experiences which damages Plaintiff, its Molang brand, and its goodwill.

44. Defendants know that they are not authorized dealers of Molang products, and through the use of the Molang IP, Defendants intend to induce customers to purchase from them, rather than from authorized dealers thereby damaging Plaintiff including by damaging Plaintiff's ability to maintain its authorized dealer network and the quality controls associated with it.

45. Many Defendants also deceive unknowing consumers by using the Molang IP without authorization within the content, text, and/or meta tags of their e-commerce stores to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Molang products.

46. Many Defendants further package their products in packaging that appears identical or nearly identical to the product packaging used to sell genuine products under the Molang IP. The false packaging is further efforts to confuse customers that believe they have purchased

genuine products and is intended by Defendants to try and pass off the infringing products while evading detection.

47. Defendants routinely sell their infringing products at price points that are well below the value of genuine Molang products. The reduced prices, packaging and product images, and use of the Molang IP are used by Defendants to trick customers into purchasing an infringing and inferior product and lead customers to undervalue the genuine goods, leading to customer generate and harbor negative impressions of Plaintiff and damage Plaintiff's good will.

48. Plaintiff extensively researches the market and identifies those entities, such as Defendants, that are not approved vendors of genuine Molang products.

49. Defendants are not approved vendors.

50. Defendants' sales of products at below-value prices further establish Defendants' products are infringing and counterfeit.

51. Other e-commerce stores operating under Seller Aliases omit using the Molang IP in the item title to evade enforcement efforts while using strategic item titles and descriptions that will trigger their listings when consumers are searching for Molang products.

52. E-commerce store operators, like Defendants, commonly engage in fraudulent conduct when registering the Seller Aliases by providing false, misleading, and/or incomplete information to e-commerce platforms to prevent discovery of their true identities and the scope of their e-commerce operation.

53. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Unauthorized/Infringing Goods. Such seller alias registration patterns are one of many common tactics used by e-commerce store operators,

like Defendants, to conceal their identities and the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

54. Even though Defendants operate under multiple fictitious aliases, the e-commerce stores operating under the Seller Aliases often share unique identifiers, such as templates with common design elements that intentionally omit any contact information or other information for identifying Defendants or other Seller Aliases they operate or use. E-commerce stores operating under the Seller Aliases include other notable common features such as use of the same registration patterns, accepted payment methods, check-out methods, keywords, advertising tactics, similarities in price and quantities, the same incorrect grammar and misspellings, and/or the use of the same text and images. Additionally, Unauthorized/Infringing Goods for sale by the Seller Aliases bear similar irregularities and indicia of being counterfeit to one another, suggesting that the Unauthorized/Infringing Goods were manufactured by and come from a common source and that Defendants are interrelated.

55. On information and belief E-commerce store operators like Defendants are in regular communication with each other and regularly participate in QQ.com chat rooms and through websites such as sellerdefense.cn, kaidianyo.com, and kuajingvs.com regarding tactics for operating multiple accounts, evading detection, pending litigation, and potential new lawsuits.

56. Counterfeiters, such as Defendants, typically operate under multiple seller aliases and payment accounts so that they can continue operation in spite of Plaintiff's enforcement. E-commerce store operators, like Defendants, maintain off-shore bank accounts and regularly move funds from their financial accounts to off-shore accounts outside the jurisdiction of this Court to avoid payment of any monetary judgment awarded to Plaintiff. Indeed, it has been reported that financial transaction logs from previous cases involving claims similar to the present claims indicate

that off-shore counterfeiters regularly move funds from U.S.-based financial accounts to off-shore accounts outside the jurisdiction of this Court.

57. On information and belief, Defendants are working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell Unauthorized/Infringing Goods in the same transaction, occurrence, or series of transactions or occurrences.

58. Defendants, without any authorization or license from Plaintiff, have jointly and severally, knowingly and willfully used and continue to use the Molang IP in connection with the advertisement, distribution, offering for sale, and sale of Unauthorized/Infringing Goods into the United States and Illinois over the Internet.

59. Defendants' unauthorized use of the Molang IP in connection with the advertising, distribution, offering for sale, and sale of Unauthorized/Infringing Goods, including the sale of Unauthorized/Infringing Goods into the United States, including Illinois, is likely to cause and has caused harm, loss of goodwill, confusion, mistake, and deception by and among consumers.

60. Defendants' wrongful acts and/or willful infringements have caused and will continue to cause irreparable harm to Plaintiff unless permanently enjoined, for which Plaintiff has no adequate remedy at law.

61. Defendants are profiting and will continue to profit from their unlawful actions.

62. Defendants' unlawful actions are causing and will continue to cause Plaintiff monetary damages in an amount presently unknown, but to be determined at trial.

COUNT I
TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)

63. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

64. Defendants have, without authorization, used in commerce counterfeit imitations of the federally registered Molang Marks in connection with the sale, offering for sale, distribution, and/or advertising of Unauthorized/Infringing Goods.

65. The Molang Marks are highly distinctive.

66. Consumers have come to expect the highest quality from products offered, sold, or marketed under the Molang Marks.

67. The Defendants identified in Schedule A have sold, offered to sell, marketed, distributed, and advertised, and are still actually or planning on selling, offering to sell, marketing, distributing, and advertising products using counterfeit reproductions of the Molang Marks without Plaintiff's permission.

68. Plaintiff's United States Registration for the Molang Marks (Exh. A) are in full force and effect.

69. On information and belief, Defendants have knowledge of Plaintiff's rights in the Molang Marks, and are willfully infringing and intentionally using infringing and counterfeit versions of the Molang Marks.

70. Defendants' willful, intentional and unauthorized use of the Molang Marks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Unauthorized/Infringing Goods among the general public.

71. Defendants' activities constitute willful trademark infringement and counterfeiting under the Lanham Act and particularly, 15 U.S.C. § 1114.

72. Plaintiff has no adequate remedy at law, and if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of the Molang Marks.

73. The injuries and damages sustained by Plaintiff have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Unauthorized/Infringing Goods.

74. As a result of Defendants infringement, Plaintiff is entitled to recover three times the amount of all of each Defendants' profits from the Defendants' infringement of the Molang Marks together with its reasonable attorney's fees.

COUNT II
COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 106 and 501)

75. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

76. Plaintiff's Molang Copyrights constitute original works and copyrightable subject matter pursuant to the Copyright Act, 17 U.S.C. § 101, et seq.

77. Plaintiff is the owner of the Molang Copyrights. Plaintiff has complied with the registration requirements of 17 U.S.C. § 411(a) for Plaintiff's Molang Copyrights. Plaintiff's Molang Copyrights are protected by the registrations attached hereto as Exhibit B, which were duly issued to Plaintiff by the United States Copyright Office. At all relevant times, Plaintiff has been, and still is, the owner of all rights, title, and interest in Plaintiff's Molang Copyrights, which have never been assigned, licensed, or otherwise transferred to any Defendant.

78. Plaintiff's Molang Copyrights, or products embodying them, are published and sold on the Internet and available to Defendants online. As such, Defendants had access to Plaintiff's Molang Copyrights via the Internet.

79. Without authorization from Plaintiff, or any right under the law, Defendants have deliberately copied, displayed, distributed, reproduced, and/or made derivative works incorporating Plaintiff's Molang Copyrights on e-commerce stores operating under the Seller

Aliases and the corresponding Unauthorized/Infringing Goods. Defendants' derivative works are virtually identical to and/or are substantially similar to the look and feel of Plaintiff's Molang Copyrights. Such conduct infringes and continues to infringe Plaintiff's Molang Copyrights in violation of at least 17 U.S.C. § 501(a) and 17 U.S.C. §§ 106(1)–(3), (5).

80. Defendants reap the benefits of the unauthorized copying and distribution of Plaintiff's Molang Copyrights in the form of revenue and other profits that are driven by the sale of Unauthorized/Infringing Goods.

81. Defendants have unlawfully appropriated Plaintiff's protectable expression by taking material of substance and value and creating Unauthorized/Infringing Goods that capture the total concept and feel of Plaintiff's Molang Copyrights.

82. On information and belief, the Defendants' infringement has been willful, intentional, purposeful, and in disregard of and with indifference to Plaintiff's rights.

83. The Defendants, by their actions, have damaged Plaintiff in an amount to be determined at trial.

84. Defendants' conduct is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury that cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law.

COUNT III
FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))

85. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

86. With respect to the Defendants identified in Schedule A, Defendants' promotion, marketing, offering for sale, and sale of Unauthorized/Infringing Goods has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation,

connection, or association with Plaintiff or the origin, sponsorship, or approval of Defendants' Unauthorized/Infringing Goods by Plaintiff.

87. With respect to the Defendants identified in Schedule A, Defendants' promotion, marketing, offering for sale, and sale of Unauthorized/Infringing Goods has caused dilution by blurring with Plaintiff.

88. By using the Molang Marks in connection with the sale of Unauthorized/Infringing Goods, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Unauthorized/Infringing Goods.

89. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Unauthorized/Infringing Goods to the general public involves the use of counterfeit marks and is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

90. Plaintiff has no adequate remedy at law and, if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the associated goodwill of the Molang brand.

91. As a result of Defendants' infringement, Plaintiff is entitled to recover all of each Defendants' profits from the Defendants' infringement of the Molang Marks.

92. As a result of Defendants' counterfeiting, Plaintiff is entitled to collect, at Plaintiff's election, statutory damages instead of Defendants' profits.

93. Defendants' counterfeiting was willful entitling Plaintiff to recover from each Defendant the statutory maximum of \$2,000,000 per counterfeit mark infringed.

94. Defendants' counterfeiting makes this case exceptional, entitling Plaintiff to its reasonable attorney fees.

COUNT IV
VIOLATIONS OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT
(815 ILCS § 510, *et seq.*)

95. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

96. Defendants have engaged in deceptive trade practices within the meaning of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510/1, *et seq.* by causing a likelihood of confusion or misunderstanding as to the source, origin, or sponsorship of the parties' respective products or services; causing a likelihood of confusion or of misunderstanding as to the affiliation, connection, or association of Defendants or their products with Plaintiff's products and using deceptive representations or designations of origin in connection with Defendants' products.

97. Defendants' deceptive trade practices include marking its goods and promotional material with the Molang IP when Defendants had no right to do so.

98. Defendants' deceptive trade practices further include operating online retail stores that use the Molang IP in conjunction with the advertisement and sale of counterfeit goods when Defendants had no right to do so.

99. The unauthorized use by Defendants of Plaintiff's Molang IP is causing, and is likely to cause, substantial injury to the public and to Plaintiff, and Plaintiff has no adequate remedy at law for such injuries.

100. Plaintiff is entitled to injunctive relief under 815 ILCS § 510/3.

101. Defendants were aware of Plaintiff's Molang IP and knowingly and willfully engaged in deceptive trade practices entitling Plaintiff to an award of its costs and attorney's fees under 815 ILCS § 510/3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants Identified in Schedule A as follows:

1. That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:

- a. using the Molang IP or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Molang product or is not authorized by Plaintiff to be sold in connection with the Molang IP;
- b. using the Molang IP or any reproduction, counterfeit, copy, or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' products are approved by Plaintiff;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Molang product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Molang IP;
- d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized/Infringing Goods are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks or copyrights including the Molang IP, or any reproductions, counterfeit copies or colorable imitations thereof;
- f. disposing of, destroying, moving, secreting, relocating, and/or transferring any and all of Defendants' Unauthorized/Infringing Goods, without Court direction; and
- g. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs;

2. Enter an Order, upon Plaintiff's request, those with notice of the injunction, including without limitation, any online marketplace platforms such as eBay, AliExpress, Wish.com, Amazon, and Walmart (collectively, the "Third Party Providers") shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and Unauthorized/Infringing Goods bearing the Molang IP;

3. Enter an Order that Defendants and any and all persons controlled by or acting in concert with Defendants to be required to deliver up to Plaintiff for destruction all goods, works, packages, and any other written or printed materials (including electronic files) that bear or depict the Molang IP, or any reproduction, counterfeit, copy, or colorable imitation of the same, or that are otherwise in violation of this Court's order issued pursuant hereto, and all means for making the same;

4. For Judgment in favor of Plaintiff against Defendants that they have willfully infringed Plaintiff's rights in its federally registered trademarks, pursuant to 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a) and (c);

5. That Plaintiff be awarded actual damages, statutory damages, and/or other available damages, at the election of Plaintiff; and that the amount of damages for infringement are increased by a sum not to exceed three times the amount thereof as provided by 15 U.S.C. § 1117;

6. For Judgment in favor of Plaintiff against Defendants that they have: a) willfully infringed Plaintiff's rights in its federally registered copyrights pursuant to 17 U.S.C. § 501; and, b) otherwise injured the business reputation and business of Plaintiff by Defendants' acts and conduct set forth in this Complaint;

7. That Plaintiff be awarded actual damages, statutory damages, and/or other available damages pursuant to 17 U.S.C. § 504, at the election of Plaintiff;

8. Find that this is an exceptional case and award Plaintiff the attorneys' fees, costs, and disbursements, with interest, expended in connection with any actions taken to investigate and confirm the claims made herein pursuant to 15 U.S.C. § 1117, 17 U.S.C. § 505 or otherwise by law;

9. Find that Defendants knowingly and willfully engaged in deceptive trade practices and awarding Plaintiff its costs and attorneys' fees under 815 ILCS § 510/3;

10. Award Plaintiff pre-judgment and post-judgment interest on each and every monetary award; and

11. Award any and all other relief that this Court deems just and proper.

Dated: February 27, 2024

Respectfully submitted,

/s/ Sofia Quezada Hastings

Sofia Quezada Hastings

*One of the Attorneys for Plaintiff,
Millimages S.A.*


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EXHIBIT A

REG. NO.	WORD/DESIGN MARK	CLASS(ES)	REG. DATE
		<p>animated cartoons, animated cartoons in the form of cinematographic films, music recordings that can be downloaded from the Internet; downloadable music files, digital music that can be downloaded from the Internet, digital music that can be downloaded from the Internet from MP3 websites, pre-recorded video and audio tapes comprising pre-recorded music; graphics and downloadable ring tones for mobile phones, mobile telephones, cell phones, smartphones; audio recordings, sound recordings and video recording featuring video games, animated cartoons, animated cartoons in the form of cinematographic films, music recordings; pre-recorded music audio tapes; downloadable gaming software; video game software; software applications for mobile telephones, portable multimedia players, tablet computers, smartphones and other mobile computers or communication devices, namely, software applications for sending digital photographs, videos, images and text to others via a global computer network; downloadable computer software applications for use with electronic equipment for playing games, for the transmission, recording, reproduction, display, manipulation and review of messages, text, images, files, audio, video and audio-visual content; computer software for use with electronic equipment for playing games, for the transmission, recording, reproduction, display, manipulation and review of messages, text, images, files, audio, video and audio-visual content; computer game software; downloadable software for use with electronic equipment for playing games, for the transmission, recording, reproduction, display, manipulation and review of messages, text, images, files, audio, video and audio-visual content; computer games programs; file sharing software; communications software for the electronic exchange of data, audio, and video content, images and graphics via computer, mobile, wireless and telecommunication networks; software for processing images, graphics, audio and video content and text; virtual reality headsets, electronic key rings as remote controls for cars, smart rings, cases adapted for tablet computers, protective films designed for smartphones, sunglasses, cases for photographic cameras, protective cases for laptops; bags, covers and cases adapted for portable telephones and telephone equipment; electronic agendas; decorative magnets; refrigerator magnets; hard covers for smartphones; audio and video devices for monitoring babies; spectacle cases, travel cases for computers, for portable telephones, for electronic diaries, for photographic cameras, for pocket calculators, for compact discs or DVDs, for telephone equipment; spectacle frames; graduated rulers; computer mice; holders for telephone handsets for cars; walkie-talkies; mouse pads</p> <p>Class 16. - Paper; cardboard, cardboard articles namely art prints; blank writing journals; calendars; coasters made of paper; greeting cards; notebooks; notepads; postcards; printed recipe cards; stationery; wrapping paper; printed matter, namely newspapers and photographs; printed matter, namely, magazines, books, printed periodicals, newsletters, and brochures in the field of animated cartoons, foreign language learning, grammar and spelling learning, math and science; educational manuals in the field of animated cartoons, foreign language learning, grammar and spelling learning, math and science; printed animated cartoons; promotional pamphlets in the field of animated cartoons; pamphlets in the field of animated cartoons, foreign language learning, grammar and spelling learning, math and science; printed publications, namely brochures, booklets, and teaching materials in the field of animated cartoons; magazines featuring animated cartoons; periodicals featuring animated cartoons; paper and plastic packaging bags; all-purpose small paper and plastic bags and sheets of paper and plastics for packaging; shields, namely, paper seals; paper labels, paper flags; posters; stationery stickers and transfers; graphic prints; pictures; paper tapes and cards for the recording of computer programs; teaching</p>	

REG. NO.	WORD/DESIGN MARK	CLASS(ES)	REG. DATE
		<p>material in the form of games books; printed mail response cards relating to magazine subscriptions; printed guides for television and radio programs; spiral notebooks, sketchbooks, address books, birthday books, telephone number books, stationery pads, writing paper and stationery envelopes, adhesive labels made of paper; envelopes in the nature of small bags of paper and plastics for packaging; paper tablecloths of paper, paper napkins of paper, felt-tip pens, coloring pencils, colored pens, mechanical pencils, drafting rulers, drawing rulers, pencil sharpener, erasers, pen and pencil cases, encyclopedias, books namely anniversary books, baby books, manuscript books, drawing books; stencils, school diaries, writing books, mail order catalog for office equipment and requisites, comics, travel books, paper handkerchiefs of paper, paper toilet seat covers of paper; diaries and day planners; stapler; coloring books; photograph albums; sticker albums; office requisites, namely pens, document files, staple removers, correcting fluids for type, rubber bands, correcting tapes, paper cutters and stationery; comic strips; paper pads; pencil boxes; boxes of cardboard; folders for papers; files folders; school supplies, namely writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors as drawing instruments, paper clips, pencil sharpeners, writing grips, glue for stationery use and book marks ; sticker books; printed indexes in the field of telephone indexes, drawing pencil</p> <p>Class 18 - Leather and imitations of leather, travel trunks, suitcases, trunks, travel cases, attaché cases for documents, briefcases, travel bags, garment bags for travel, footwear bags for travel, leather travel luggage sets, make-up bags sold empty, reusable shopping bags, unfitted vanity cases, hat boxes of leather, backpacks, handbags, sports bags, bags for climbers in the nature of all-purpose carrying bags, bags for camper in the nature of all-purpose carrying bags, schoolbags, plush bags in the nature of all-purpose carrying bags, school satchels, schoolbags, beach bags, wheeled bags, shopping bags, net bags for shopping, tool bags sold empty, purses, card holders wallets, wallets, coin purses, music cases, sling bags for carrying infants, waist bags, bags, namely grip bags, book bags, school bags, weekend bags, evening bags, roll bags, overnight bags, bags of leather for packaging; bags for bicycles, namely, book bags, school bags, weekend bags, evening bags, roll bags, overnight bags small leather bags for packaging; parasols, umbrellas, umbrella covers; umbrella sticks; walking sticks, whips, saddlery, collars, leashes and clothing for animals, covers for umbrellas or parasols, leather key cases, waist pouches, horse tack, namely, bridles, reins, leads, bits, stirrup leathers, girth straps, lunge lines, halters, shoulder belts, girth straps of leather; leather laces, straps; horse tack, namely, leather lunge lines, strips, shoulder belts and loops; coverings of skins namely furs sold in bulk; animal skins, reins for guiding children, luggage tags, tags of leather, hiking bag, key ring pouches</p> <p>Class 24.- Fabrics, namely cotton, woven and knit fabrics, bed linen, bed blankets, bed covers, bed sheets, bedspreads, quilts, sheets, pillowcases, pillow covers, quilt covers, household linen; table linen not of paper, bath linen excluding clothing, towels, bath towels, beach towels, textile table napkins of textile, tablecloths, children's towels, wall hangings of textile, curtains of textile, indoor and outdoor shutters in the nature of curtains, net curtains, shower curtains, sleeping bags, make-up removing napkins of textile, mosquito nets, household linen, handkerchiefs of textile, unfitted textile seat cover of textile; unfitted seat cover of textile, baby bunting, baby sleeping bags bunting bags, cloth labels, sleeping bags for camping, fitted covers for toilet lids, banners of</p>	

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		<p>textile or plastic, flags of textile or plastic; bibs for babies; cradle canopies, bed bumpers of textile, cradle bumpers of textile</p> <p>Class 25 - Lingerie, underwear, underpants; pajamas, nightwear, dressing gowns, robes, including bath robes; sweaters, trousers, skirts, dresses, cardigans; pullovers; tank tops; vests; jackets; gabardines being clothing; raincoats; coats, shirts and blouses, sarongs; short-sleeve shirts; tee-shirts; sweatshirts; shorts; Bermuda shorts; layettes as clothing, scarves, neckties, bow ties; scarves, gloves, mittens; hats, headgear, namely hats; caps being headwear; visors being headwear; berets; caps, namely bathing caps; hosiery; bandanas; headbands; turbans; ear muffs; clothing being neck warmers; mufflers as neck scarves, neck scarves; pocket squares; belts; leather belts, cloth belts; suspenders; socks, stockings, tights; footwear except orthopedic footwear, shoes and slippers, carpet slippers; boots, half-boots, sneakers, beach shoes; ski boots; soles for footwear; non-slipping soles for footwear; clogs namely wooden shoes; esparto shoes and sandals; sandals, including bathing sandals; briefs, including bathing trunks, jerseys, including swimwear; sportswear namely sweaters, trousers, cardigans; sports shorts; rainwear, fleece clothing namely sweaters, trousers, skirts, dresses, cardigans; fur clothing; leather clothing namely sweaters, trousers, skirts, dresses, cardigans; imitation leather clothing, namely, shirts, pants, shorts, jackets, coats, vests, dresses and skirts; polo shirts, pullovers made of cotton, parkas, survestes, namely clothing vests, overcoats; trench coats; blousons; pelerines; hoods for clothing; pelisses; stuff jackets; ponchos; suits; masquerade costumes, fancy dress; uniforms; overalls; aprons; suits, leisure footwear, canvas footwear, flip flops; romper suits; bodysuits for babies</p> <p>Class 28 - Games, namely tabletop games, manipulative games, building games, party games, chess games, arcade games, ring games, target games, pinball games, checkers games, board games; toys, namely, board games, logic games; strategy games, namely tabletop games, manipulative games, building games, party games, chess games, arcade games, ring games, target games, pinball games, checkers games, board games; hand-held non-electric skill games; machines for playing games of chance; action skill games, educational games for children and families, for one and/or more players, made up of various elements of cardboard, paper, wood, plastic, baize and/or other materials and/or sheets/cards and/or boards and/or figurines; soft sculpture toys; stuffed toy animals; inflatable pools for leisure activities; building blocks as toys; playing cards, board games, gymnastic and sports articles, namely volleyball standards, weight lifting benches, weight lifting training machines, chalk stands for gym chalk for improving hand grip in sports activities, uneven parallel bars, balance beams, vaulting horses, pommel horses, parallel bars, gymnastic rings, vaulting boards, tumbling and twisting belts, skill development foam shapes, and chinning bars except clothing, mats and footwear; rackets and balls for games; skis and ski bindings; snowshoes; flippers for swimmers; roller skates; skateboards; toy scooters; covers for roller skates; surfboards; fencing weapons; boxing, baseball and golf gloves; decorations for Christmas trees except lighting articles and confectionery; fishing rods, fishing-rod reels, fish hooks; exercise machines and body-building apparatus, stationary exercise bicycles; toys for pets; bubble making wand and solution sets soap bubbles; soccer goals; jigsaw puzzles; kites; novelty plush toys and noise makers for parties; paper party favors; paper party hats; paper face masks; confetti; toy figurines; toy action figures toys; articulated toy figures; inflatable toys; talking toys; bathtub toys; stuffed puppets; fantasy character toys; piñatas; rag dolls; talking dolls; inflatable bop bags; snow</p>	

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		<p>globes; wrist straps for sports equipment board, namely, windsurfing boards, paddleboards; flotation devices in the form of swim boards for recreational use; water wings; swimming belts; swimming floats for recreational use; foam floats for swimming; inflatable swimming floats; swimming jackets; automatic games other than those that are prepaid and those designed for use only with television sets, namely, tabletop games, manipulative games, building games, party games, chess games, arcade games, ring games, target games, pinball games, checkers games, board games; toys, namely, board games, logic games; floor standing units and tabletop units for playing electronic video games other than those designed for use only with television sets; machines for playing games of chance, video game joysticks, game console controllers, masts for sailboards, toy exploration kits for environmental discovery comprised of magnify glass, Functioning binoculars, whistle, and compass; balloons; baby rattles; bendable toys; party favors in the nature of small spinning novelty toys; ride-on toys, mechanical moving toys; toys for pushing; stuffing materials for soft toys; toys for pulling; electronic and battery operated action toys; lever-operated action toys; battery-operated action toys; electric action toys; electronic action toys; mechanical action toys; crib toys; construction toys; infant development toys; early learning mats for babies namely, infant developments toys; early learning infant development toys for cradles; plastic character toys; water-squirting toys; mechanical toys; wind-up toys of metal; plastic wind-up toys of plastic; wind-up walking toys; multi-activity toys for babies; children's multiple activity toys; musical toys; dolls' houses; toy mobiles; spinning tops</p> <p>Class 30 -Coffee; tea; cocoa; chocolate; sugar; rice; tapioca; sago; artificial coffee; flour and preparations made from cereals namely bread; bread rolls; pastry; cakes; brioche; pancakes; savory and salty biscuits; cocktail biscuits; flour-based preparations namely breads and cakes; seed snacks namely breads and cakes; processed cereals prepared for a human diet; gingerbread; rusks; frozen confectionery; almond paste; edible ices; honey; golden syrup; yeast; baking powder; salt; pepper; mustard; vinegar; sauces; salad dressings; mustard; ketchup; mayonnaise; spices; preserved garden herbs; seasonings; ice for refreshment; beverages based on coffee, tea, cocoa, chocolate; pasta; semolina; pizzas; tacos; sandwiches, processed grains used as seasoning, lollipops, chewing gum; ice and ice cream pops; candy; chocolate decorations for cakes; sweets; confectionery for decorating cakes, namely fondants.</p>	
5107091		<p>Class 25 - Footwear; inner soles; women's shoes; training shoes; infants' shoes and boots; sports wear, namely, jogging suits, shorts, sweatshirts; training wear, namely, running pants, t-shirts; clothing of leather, namely, leather pants and jackets; men's suits; long jackets; long coats; short trousers; skirts; children's clothing, namely, t-shirts, tops, bottoms; two piece suits; trench coats; knitted caps; caps; baseball caps; clothing, namely, ties, swim suits, socks.</p> <p>Class 27 - Straw mats; Japanese floor mats; matting; linoleum; floor coverings; paper bath mats; fur rugs; non-slip bath mats; carpet underlay; wallpaper; vinyl floor coverings; non-textile wall hangings; bath mats; carpets and rugs; automobile carpets; Goza rush mats; textile wallpaper; carpet tiles; door mats; reed mats</p> <p>Class 28 - Rubber character toys; mascot dolls; toy construction sets; musical toys; playing balls; toy building blocks; metallic toys, namely, toy</p>	December 27, 2016

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		cars; wooden toys, namely, cars and trucks; stuffed toys; stuffed dolls; plastic character toys.	

EXHIBIT B

Copyright Title	Registration No.	Year of Publication
<i>Molang: Butterfly Chase.</i>	TX0008540345	2017
<i>MOLANG: Dress Up/ Mix & Match.</i>	TX0008660600	2018
<i>MOLANG: Loves.</i>	TX0008542698	2018
<i>Molang: Molang and Piu Piu.</i>	TX0008586339	2018
<i>MOLANG: Spooky Halloween.</i>	TX0008613276	2018
<i>MOLANG: The Book of Happy.</i>	TX0008679413	2018