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9 Attorneys for Plaintiff,
10 **P&P Imports LLC**

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 P&P Imports LLC,

CASE No. 8:22-cv-1807

14 Plaintiff,

15 v.

16 Joyin Inc., Joyin US Corp. and
17 DOES 1-5,

**COMPLAINT FOR DESIGN PATENT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, AND COPYRIGHT
INFRINGEMENT**

18 Defendants.

DEMAND FOR JURY TRIAL

1 Plaintiff P&P Imports LLC (“Plaintiff” or “P&P”), by its attorneys,
2 complains of Defendants, Joyin Inc. (“Joyin”) DBA Joyin US Corp. and DOES 1-5,
3 (Collectively “Defendants”), as follows:

4 **JURISDICTION AND VENUE**

5 1. This Complaint includes a Claim for Relief for Patent Infringement
6 arising under the Patent Laws of the United States, 35 U.S.C. §101, *et seq.*

7 2. This Complaint also includes a Claim for Relief for Copyright
8 Infringement arising under the Copyright Laws of the United States, 17 U.S.C. §101,
9 *et seq.*

10 3. This Complaint also includes a Claim for Relief for Trademark
11 Infringement arising under the Trademark Laws of the United States, 15 U.S.C. §1051
12 *et seq.*

13 4. This Court has original subject matter jurisdiction over this action
14 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

15 5. This Court has personal jurisdiction over Defendants based on the fact
16 that Defendants reside within this Judicial District, at least at a Joyin Inc. warehouse
17 located at 10415 8th St., Rancho Cucamonga, California 91730, Defendants also
18 employ California citizens as warehouse employees, and otherwise conduct business
19 within this Judicial District, and many of the acts complained of occurred within this
20 Judicial District.

21 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the
22 claims asserted in this action arise out of wrongful acts by Defendants within this
23 Judicial District and Defendants are subject to personal jurisdiction in this District at
24 the time the action is commenced.

25 7. This Court has specific personal jurisdiction over Defendants because,
26 among other things, Joyin US Corp is incorporated in the State of Delaware and
27 registered to do business in the State of California. Defendants also operate a
28 warehouse located at 10415 8th St., Rancho Cucamonga, California 91730 and

1 Defendants also employ California citizens as warehouse employees. Defendants have
2 also assigned a security interest in fifteen federal trademarks to East West Bank a
3 California Corporation, and Defendants routinely transact, advertise, and solicit
4 business in this judicial District. Defendants, therefore, have continuous and
5 systematic contacts with the State of California such that it could reasonably foresee
6 being brought into court in California.

7 8. All of P&P's Claims for Relief, as further described herein, arise out of
8 the same nucleus of operative facts.

9 9. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)-(d)
10 and 1400(b). *See, e.g., TC Heartland LLC v. Kraft Foods Grp. Brands LLC*, 137 S.
11 Ct. 1514 (2017).

12 THE PARTIES

13 10. P&P is a California limited liability company with its principal place of
14 business in Irvine, California.

15 11. Joyin Inc. is an Arizona corporation with a place of business in Tempe,
16 Arizona. Joyin Inc. operates a warehouse located at 10415 8th St., Rancho Cucamonga,
17 California 91730, where it does business in this District and where it employs citizens
18 of California. Joyin Inc. offers for sale toys, games, and sporting goods.

19 12. Joyin US Corp. is a Delaware corporation with its principal place of
20 business in Tempe, Arizona. Joyin US Corp. is registered with the Secretary of State
21 in the State of California. Joyin US Corp. offers for sale toys, games, and sporting
22 goods.

23 13. Upon information and belief, Joyin Inc. and Joyin US Corp. are working
24 in concert and are the same entity and hereinafter referred to collectively herein as
25 "Defendants".

26 14. P&P is unaware of the true names and capacities of Defendants sued
27 herein as DOES 1 through 5, inclusive, and therefore sues these Defendants by such
28 fictitious names. P&P will amend this complaint to allege their true names and

1 capacities when that has been ascertained. P&P is informed and believes, and thereon
2 alleges, that each of the fictitiously named Doe Defendants is responsible in some
3 manner for the wrongs alleged herein, that P&P’s injuries were proximately caused by
4 such Doe Defendants, and that at all relevant times each was the agent and servant of
5 the other Defendants and was acting within the course and scope of said agency and
6 employment. These fictitiously named Doe Defendants along with the Defendants
7 named above are referred to collectively herein as “Defendants.”

8 15. P&P and Defendants directly compete with each other for the sale of
9 various toys and games goods in the United States.

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11 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

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13 **A. P&P’s Protectable Intellectual Property**

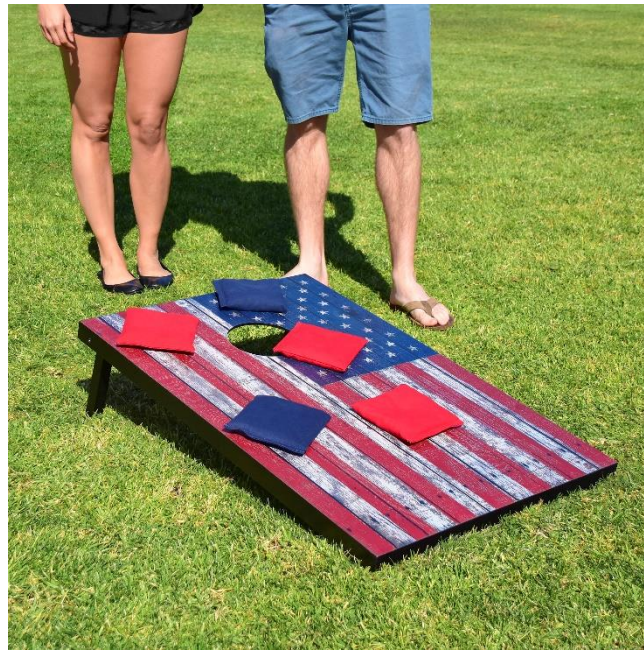
14 16. P&P designs and offers for sale various toys, games, and sporting goods
15 within the United States.

16 17. One of the products P&P offers for sale is “3’x2’ American Flag
17 Cornhole Bean Bag Toss Game”, Part Number CH-01-MDF-AMERICA, an outdoor
18 toss game, (“P&P’s America Cornhole Game”).

19 18. P&P’s America Cornhole Game is available for sale through various
20 retailers, including Amazon.com.

21 19. The online listings and packaging for P&P’s America Cornhole Game
22 include one (1) original photograph (“P&P’s America Cornhole Game Photograph”)
23 at issue here. A true and correct copy of P&P’s America Cornhole Game
24 Amazon.com listing is attached hereto as Exhibit 1.

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P&P’s America Cornhole Game Photograph

20. P&P’s America Cornhole Game Photograph comprises a protectable Copyright.

21. P&P sought to register and obtained United States Copyright Registration No. VA 2-259-559 for P&P’s America Cornhole Game Photograph (“P&P’s America Cornhole Game Copyright Registration”). A true and correct copy of P&P’s America Cornhole Game Copyright Registration is attached hereto as Exhibit 2.

22. Artwork for the America Cornhole Game was included in P&P’s VA 2-259-559 Copyright, (“P&P’s America Cornhole Game Artwork”), See Exhibit 2. P&P’s America Cornhole Game Artwork is shown below:



1 23. Another product P&P offers for sale is “Cornhole Bean Bags Set –
2 America Stars and Stripes”, part number CH-BAGS-8-America, an accessory for an
3 outdoor toss game, (“P&P’s America Bean Bags”).

4 24. P&P’s America Bean Bags are available for sale through various
5 retailers, including Amazon.com.

6 25. The online listings and packaging for P&P’s America Bean Bags include
7 one (1) original photograph (“P&P’s America Bean Bags Photograph”) at issue here.
8 A true and correct copy of P&P’s America Bean Bags Amazon.com listing is attached
9 hereto as Exhibit 3.



23 P&P’s America Bean Bags Photograph

24 26. P&P’s America Bean Bags Photograph comprises a protectable
25 Copyright.

26 27. P&P sought to register and obtained Copyright Registration No. TX 8-
27 447-293 for P&P’s America Bean Bags Photograph (“P&P’s America Bean Bags
28 Copyright Registration”). A true and correct copy of P&P’s America Bean Bags

1 Copyright Registration is attached hereto as Exhibit 4.

2 28. Another product P&P offers for sale is Splash Hoop® Pro, part numbers
3 BB-SPLASHHOOP-PRO-BLUE & BB-SPLASHHOOP-PRO-RED, an outdoor ball
4 game, (“Splash Hoop® Pro”).

5 29. The Splash Hoop® Pro is available for sale through various retailers,
6 including Amazon.com.

7 30. The online listings and packaging for the Splash Hoop® Pro includes one
8 (1) original textual works (“Splash Hoop® Pro Text”) at issue here. A true and correct
9 copy of the Splash Hoop® Pro Amazon.com listing is attached hereto as Exhibit 5.

10 31. The Splash Hoop® Pro Text comprises a protectable Copyright.

11 32. P&P sought to register and obtained Copyright Registration No. TX 9-
12 162-500 for the Splash Hoop® Pro Text (“Splash Hoop® Pro Text Copyright
13 Registration”). A true and correct copy of the Splash Hoop® Pro Text Copyright
14 Registration is attached hereto as Exhibit 6.

15 33. P&P also offers for sale a “Splash Hoop 360® Floating Pool Basketball
16 Game” (“Splash Hoop 360®”).

17 34. The Splash Hoop 360® is available for sale through various retailers,
18 including Amazon.com.

19 35. The online listings and packaging for the Splash Hoop 360® includes one
20 (1) original textual work (“Splash Hoop 360® Text”) at issue here. A true and correct
21 copy of the Splash Hoop 360® Amazon.com listings are attached hereto as Exhibit 7-
22 8.

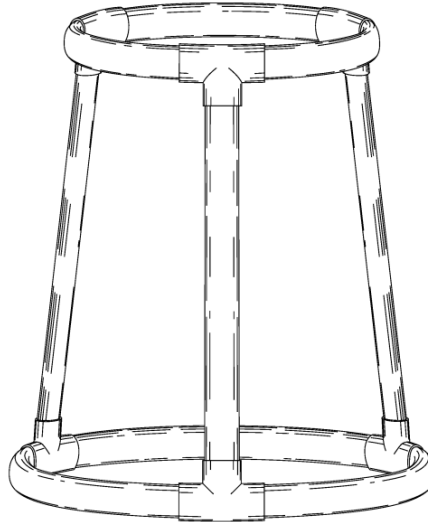
23 36. The Splash Hoop 360® Text comprises a protectable Copyright.

24 37. P&P sought to register and obtained Copyright Registration No. TX 9-
25 161-620 for the Splash Hoop 360® Text (“Splash Hoop 360® Copyright
26 Registration”). A true and correct copy of the Splash Hoop 360® Copyright
27 Registration is attached hereto as Exhibit 9.

28 38. The Splash Hoop 360® is also a patented product.

1 39. P&P is the owner of U.S. Design Patent No. US D962,366 S, titled “Ball
2 Game” (“the ‘366 Patent”). A true and correct copy of the ‘366 Patent is attached
3 hereto as Exhibit 10.

4
5 U.S. Patent Aug. 30, 2022 Sheet 2 of 10 US D962,366 S



15
16 The ‘366 Patent

17 40. The ‘366 Patent covers the design of a ball game.

18 41. The Splash Hoop 360® practices the claim of the ‘366 Patent.

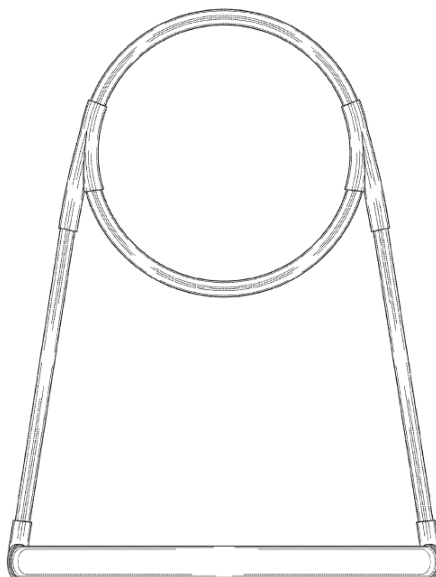
19 42. P&P also offers for sale a “Splash Pass® Pool Football Game” (“Splash
20 Pass®”).

21 43. The Splash Pass® is available for sale through various retailers, including
22 Amazon.com.

23 44. P&P is the owner of U.S. Design Patent No. US D953,458 S, titled “Ball
24 Game” (“the ‘458 Patent”). A true and correct copy of the ‘458 Patent is attached
25 hereto as Exhibit 11.

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U.S. Patent May 31, 2022 Sheet 3 of 6 US D953,458 S



The '458 Patent

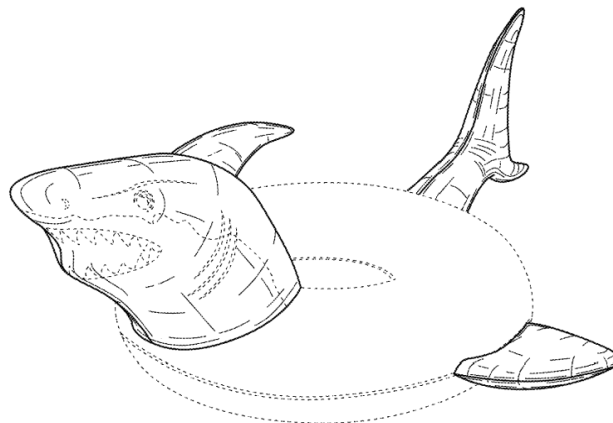
45. The '458 Patent covers the design of a ball game.

46. The Splash Pass® practices the claim of the '458 Patent.

47. P&P also offers for sale a “Party Tube Inflatable Raft – Chewy the Shark” (“P&P’s Shark Tube”).

48. P&P’s Shark Tube is available for sale through various retailers, including Amazon.com.

49. P&P is the owner of U.S. Design Patent No. US D882,713 S, titled “Inflatable Pool Float” (“the ‘713 Patent”). A true and correct copy of the ‘713 Patent is attached hereto as Exhibit 12.



The '713 Patent

1 50. The ‘713 Patent covers the design of an inflatable pool float.

2 51. P&P’s Shark Tube practices the claim of the ‘713 Patent.

3 52. P&P is the owner of PARTY SPRINKLER® United States Trademark
4 Registration Number 6,179,043 (“the ‘043 Trademark”). A true and correct copy of
5 the ‘043 Trademark registration certificate is attached hereto as Exhibit 37.

6 **B. Defendants’ Infringing Actions**

7 53. Defendants offer for sale the:

- 8 • FIELDAY –Wood Corn Hole Set with 8 Classic Bags, Item # 80042
- 9 • FIELDAY - American Flag Themed Cornhole Board Set, Item # 80043
- 10 • FIELDAY – American Flag Cornhole Set, Item # 80006
- 11 • FIELDAY – US Flag Cornhole Set, Item # 80007
- 12 • FIELDAY – Solid Wood Premium Cornhole Set 4’2’, Item # 80002
- 13 • JOYIN – 3x2 Ft. Wooden Cornhole Outdoor Lawn Game Set with 8
14 Bean Bags, Cornhole Game Set with Travel Case for Indoor & Outdoor Play (Red and
15 Blue) Item # 80005

16 Collectively referred to herein as (“the Infringing Cornhole Boards”).

17 54. Defendants also offer for sale:

- 18 • the American Flag Cornhole Bean Bags, Item # 11477 (“Defendants’
19 Bean Bags”)

20 55. Defendants also offer for sale:

- 21 • Sloosh – Red Poolside Basketball Game Set, Item # 40668¹ (“Defendants’ Red
22 Poolside Basketball”)

23 56. Sloosh – Blue Poolside Basketball Game Set, Item #40789²
24 (“Defendants’ Blue Poolside Basketball”) Defendants also offer for sale:

- 25 • Sloosh – Basketball Hoop for Pool, Red³
- 26 • Sloosh – Pool Basketball Hoop, Green, Item #40509⁴

27 ¹ https://joyin.com/products/sloosh-red-poolside-basketball-game-set?_pos=8&_sid=eea071a98&_ss=r

28 ² https://joyin.com/products/sloosh-poolside-basketball-game-set?_pos=17&_sid=eea071a98&_ss=r

³ sold at least at Joyin.com, item #40510, https://joyin.com/products/sloosh-basketball-hoop-for-pool-red?_pos=2&_sid=eea071a98&_ss=r; and upon information and belief other retailers such as Amazon.com using other item numbers, SKU, ASINs, and the like.

⁴ https://joyin.com/products/sloosh-pool-basketball-hoop-green?_pos=1&_sid=eea071a98&_ss=r

- 1 • Sloosh – Floating Pool Basketball, Blue, Item #40508⁵
- 2 • Sloosh – Basketball and Football Hoop Game Set, Item #40532⁶
- 3 Collectively referred to herein as (“Defendants’ Floating Pool Games”).

4 57. Defendants also offer for sale:

- 5 • Sloosh – Inflatable Shark Pool Float Tube, Item #40288⁷
- 6 • Sloosh – Inflatable Shark Pool Float Raft, Item # 40159⁸

7 Collectively referred to herein as (“Infringing Shark Floats”).

8 58. Defendants offer the Infringing Cornhole Boards for sale, at least, at
9 Amazon.com, Joyin.com, Joyfy.com, Joyin-store.com and Overstock.com,
10 (“Infringing Cornhole Boards Listings”). A true and correct copy of the Infringing
11 Cornhole Boards Listings on Amazon is attached hereto as Exhibits 13-20.

12 59. Photographs on the Infringing Cornhole Boards Listings included
13 derivative versions of the America Cornhole Game Photograph (“Infringing Cornhole
14 Boards Photographs”).

15 Infringing Cornhole Boards Photographs:

16 P&P’s America Cornhole Game Photograph See Exhibit 1 & 2:



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⁵ https://joyin.com/products/sloosh-floating-pool-basketball-hoop?_pos=7&_sid=eea071a98&_ss=r

26 ⁶ https://joyin.com/products/sloosh-basketball-and-football-hoop-game-set?_pos=19&_sid=eea071a98&_ss=r

27 ⁷ https://joyin.com/products/inflatable-shark-pool-float-raft-1?_pos=1&_sid=e4bdef4d5&_ss=r

28 ⁸ https://joyin.com/products/inflatable-shark-pool-float-raft?_pos=18&_sid=e4bdef4d5&_ss=r

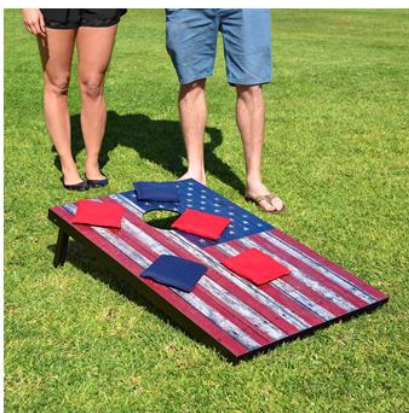
1 FIELDAY –Wood Corn Hole Set with 8 Classic Bags, Item # 80042, See Exhibit 13:



9 FIELDAY –Wood Corn Hole Set with 8 Classic Bags, Item # 80042, See Exhibit 14:



17 P&P’s America Cornhole Game Photograph See Exhibit 1 & 2:



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28 FIELDAY - American Flag Themed Cornhole Board Set, Item # 80043, See Exhibit 15:

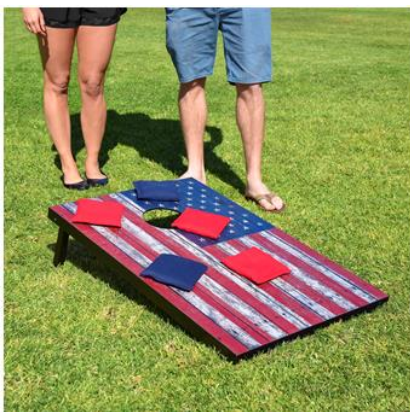
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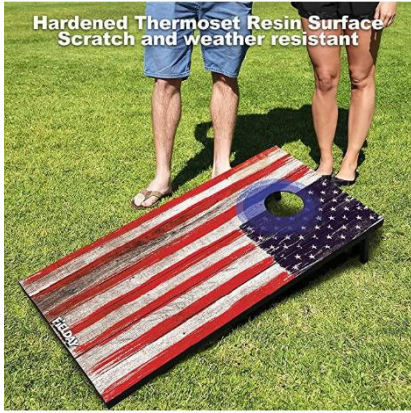
FIELDAY - American Flag Themed Cornhole Board Set, Item # 80043, See Exhibit 16:



P&P's America Cornhole Game Photograph See Exhibit 1 & 2:



FIELDAY – American Flag Cornhole Set, Item # 80006, See Exhibit 17:



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- Upon information and belief Defendants used P&P's photos for

10 FIELDAY – US Flag Cornhole Set, Item # 80007

11 P&P's America Cornhole Game Photograph See Exhibit 1 & 2



18 FIELDAY – Solid Wood Premium Cornhole Set 4'2', Item # 80002, See Exhibit 18



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27 P&P's America Cornhole Game Photograph See Exhibit 1 & 2:

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JOYIN – 3x2 Ft. Wooden Cornhole Outdoor Lawn Game Set with 8 Bean Bags, Cornhole Game Set with Travel Case for Indoor & Outdoor Play (Red and Blue) Item # 80005, See Exhibit 19:



P&P's America Cornhole Game Photograph See Exhibit 1 & 2:



1 Defendants use P&P’s America Cornhole Game Photograph to advertise cornhole
2 accessories in addition to Infringing Cornhole Boards Photographs. Below is an
3 example of P&P’s America Cornhole Game Photograph being used to advertise
4 Defendants’ Bean Bags, the American Flag Cornhole Bean Bags, Item # 11477, See
5 Exhibit 20:



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The Infringing Cornhole Boards Photographs

15 60. Upon information and belief, the Infringing Cornhole Boards
16 Photographs were intentionally modified by Joyin by at least removing the GoSports®
17 Trademark from the photographs and placing the Joyin mark thereon and transmitting
18 these photographs to marketplaces, which are derivative of the America Cornhole
19 Game Photograph and infringe the America Cornhole Game Copyright Registration.

20 61. Upon information and belief, Defendants’ Infringing Cornhole Boards
21 were manufactured and sold with lower quality materials and construction compared
22 to the America Cornhole Game.

23 62. Because the Infringing Cornhole Boards were inferior in quality to the
24 America Cornhole Game, and because the Infringing Cornhole Boards were offered
25 for sale using the Infringing Cornhole Boards Photographs, potential customers
26 associated the America Cornhole Game with the inferior quality and construction of
27 the Infringing Cornhole Boards, which harmed the America Cornhole Game’s
28 reputation.

1 63. Defendants’ actions, having harmed the reputation of the America
2 Cornhole Game, was directly responsible for P&P making fewer sales of the America
3 Cornhole Game, which resulted in lost profits, continuing into the future.

4 64. Defendants also offer for sale the American Flag Cornhole Bean Bags,
5 Item # 11477 (“Defendants’ Bean Bags”).

6 65. Defendants offer Defendants’ Bean Bags for sale, at least, at
7 Amazon.com⁹ and Joyin.com¹⁰ (“Defendants’ Bean Bags Listings”). A true and
8 correct copy of Defendants’ Bean Bags Listing on Amazon is attached hereto as
9 Exhibit 20-21.

10 66. Photographs on Defendants’ Bean Bags Listings include derivatives of
11 P&P’s America Bean Bags Photograph and P&P’s America Cornhole Game
12 Photograph, (“Defendants’ Bean Bag Photographs”).

13 Defendants’ Bean Bags Photographs:



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27 ⁹ <https://www.amazon.com/JOYIN-Cornhole-Resistant-Barbecues-Tailgates/dp/B089R1GXQC/>

28 ¹⁰ https://joyin.com/products/8-cornhole-bean-bags?_pos=1&_sid=44e2a4fbf&_ss=r

1 P&P’s America Bean Bags Photograph and P&P’s America Cornhole Game
2 Photograph:



11 Defendants’ Bean Bag Photographs

12 67. Defendants’ Bean Bag Photographs, being derivatives of P&P’s America
13 Bean Bags Photograph and P&P’s America Cornhole Game Photograph, infringe
14 P&P’s America Bean Bags Copyright Registration and P&P’s America Cornhole
15 Game Copyright Registration.

16 68. As of September 30, 2022, P&P has not been provided with an
17 accounting of Defendants’ sales of Defendants’ Cornhole Boards and Defendants’
18 Bean Bags.

19 69. Defendants’ use of P&P’s America Cornhole Game Photograph and
20 P&P’s America Bean Bags Photograph is intentional and willful.

21 70. P&P has never authorized or granted permission to Defendants to use any
22 of P&P’s intellectual property, including P&P’s America Bean Bags Copyright
23 Registration and P&P’s America Cornhole Game Copyright Registration.

24 71. Defendants offer for sale the: Sloosh – Basketball and Football Hoop
25 Game Set (“the Infringing Floating Football Game”).

26 72. Defendants offer the Infringing Floating Football Game for sale, at least,
27 at Joyin.com Amazon.com and WalMart (“the Infringing Floating Football Game
28 Listings”). A true and correct copy of the Infringing Floating Football Game Listings

1 on Amazon.com and Joyin.com are attached hereto as Exhibits 29 & 33.

2 73. The Infringing Floating Football Game, being a direct copy of P&P's
3 Splash Pass® game, also practices the claim of P&P's '458 Patent.

4 74. Upon information and belief, Defendants' Infringing Floating Football
5 Game was manufactured and sold with lower quality materials and construction
6 compared to the P&P's Splash Pass® game.

7 75. Because the Infringing Floating Football Game was inferior in quality to
8 the P&P's Splash Pass® game, and because the Infringing Floating Football Game
9 was offered for sale using the P&P's Splash Pass® game patented design, potential
10 customers associated the P&P's Splash Pass® game with the inferior quality and
11 construction of the Infringing Floating Football Game, which harmed the P&P's
12 Splash Pass® game's reputation.

13 76. Defendants' actions, having harmed the reputation of the P&P's Splash
14 Pass® game, was directly responsible for P&P making fewer sales of the P&P's
15 Splash Pass® game, which resulted in lost profits, and that harm is continuing into the
16 future.

17 77. Defendants' same product, the Infringing Floating Football Game also
18 contains sports equipment that infringes on P&P's '366 Patent.

19 78. Defendants offer the Infringing Floating Football Game for sale, at least,
20 at Joyin.com Amazon.com and WalMart ("the Infringing Floating Football Game
21 Listings"). A true and correct copy of the Infringing Floating Football Game Listings
22 on Amazon.com and Joyin.com are attached hereto as Exhibits 29 & 33.

23 79. The Infringing Floating Football Game, being a direct copy of P&P's
24 Splash Hoop 360® games, also practices the claim of P&P's '366 Patent.

25 80. Upon information and belief, Defendants' Infringing Floating Football
26 Game was manufactured and sold with lower quality materials and construction
27 compared to P&P's Splash Hoop 360® games.

28 81. Because the Infringing Floating Football Game was inferior in quality to

1 the Splash Hoop 360® game, and because the Infringing Floating Football Game was
2 offered for sale using P&P’s Splash Hoop 360® game patented design, potential
3 customers associated P&P’s Splash Hoop 360® game with the inferior quality and
4 construction of the Infringing Floating Football Game, which harmed the P&P’s
5 Splash Hoop 360® game’s reputation.

6 82. Defendants’ actions, having harmed the reputation of P&P’s Splash Hoop
7 360® game, was directly responsible for P&P making fewer sales of the P&P’s Splash
8 Hoop 360® game, which resulted in lost profits, and that harm is continuing into the
9 future.

10 83. Defendants offer for sale the Sloosh – Inflatable Shark Pool Float Tube,
11 Item #40288 and Sloosh – Inflatable Shark Pool Float Raft, Item # 40159, collectively
12 referred to herein as (“Infringing Shark Floats”), at least, at Amazon.com and
13 Joyin.com (“Infringing Shark Float Listings”). A true and correct copy of the
14 Infringing Shark Float Listings are attached hereto as Exhibits 34-36.

15 84. The Infringing Shark Floats, being substantially similar of P&P’s Shark
16 Tube, also practices the claim of the ‘713 Patent.

17 85. Upon information and belief, Defendants’ Infringing Shark Floats were
18 manufactured and sold with lower quality materials and construction compared to
19 P&P’s Shark Tube.

20 86. Because the Infringing Shark Floats were inferior in quality to P&P’s
21 Shark Tube, and because the Infringing Shark Floats were offered for sale using
22 P&P’s ‘713 Patent, potential customers associated P&P’s Shark Tube with the inferior
23 quality and construction of the Infringing Shark Floats, which harmed P&P’s Shark
24 Tube reputation.

25 87. Defendants’ actions, having harmed the reputation of the P&P’s Shark
26 Tube, was directly responsible for P&P making fewer sales of the P&P’s Shark Tube,
27 which resulted in lost profits, and that harm is continuing into the future.

28 88. Defendants also offer for sale the Sloosh – Red Poolside Basketball

1 Game Set, (“Defendants’ Red Poolside Basketball”); Sloosh – Blue Poolside
2 Basketball Game Set (“Defendants’ Blue Poolside Basketball”).

3 89. Defendants offer Defendants’ Poolside Basketball for sale, at least, at
4 [https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-](https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-Summer/dp/B09PCXS39L)
5 [Summer/dp/B09PCXS39L](https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-Summer/dp/B09PCXS39L) (“Defendants’ Red Poolside Basketball Listing”) and
6 [https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-](https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-Summer/dp/B09PCDVP5H)
7 [Summer/dp/B09PCDVP5H](https://www.amazon.com/Sloosh-Basketball-Balls-Swimming-Summer/dp/B09PCDVP5H) (“Defendants’ Blue Poolside Basketball Listing”). A true
8 and correct copy of Defendants’ Red Poolside Basketball Listing and Defendants’
9 Blue Poolside Basketball Listing is attached hereto as Exhibits 22-25.

10 90. Photographs on Defendants’ Red Poolside Basketball Listing and
11 Defendants’ Blue Poolside Basketball Listing included derivative works of the Splash
12 Hoop Pro Text (“the Infringing Poolside Basketball Text”).

13 Infringing Poolside Basketball Text:



Splash Hoop Pro Text:



Infringing Poolside Basketball Text

91. The Infringing Poolside Basketball Text, being derivative of the Splash Hoop Pro Text, infringes on the Splash Hoop Pro Text Copyright Registration.

92. Due to the nature of how listings on Amazon are presented to potential consumers, Defendants created a high likelihood of confusion in the marketplace because potential consumers who specifically sought out P&P’s Splash Hoop Pro and saw P&P’s and Defendants’ listings side-by-side, there is a substantial similarity between the photographs’ arrangement, the text, and the products themselves.

93. As of September 30, 2022, P&P has not been provided with an accounting of Defendants’ sales of the Defendants’ Poolside Basketball.

94. Defendants’ use of P&P’s Splash Hoop Pro Text is intentional and willful.

95. P&P has never authorized or granted permission to Defendants to use any of P&P’s intellectual property, including the Splash Hoop Pro Text Copyright Registration.

96. Defendants also offer for sale the Sloosh – Basketball Hoop for Pool, Red; Sloosh – Pool Basketball Hoop, Green; Sloosh – Floating Pool Basketball, Blue; Sloosh – Basketball and Football Hoop Game Set (“Defendants’ Floating Pool Games”).

1 97. Defendants offer Defendants’ Floating Pool Games for sale, at least, at
2 <https://www.amazon.com/dp/B091F7P6SW/>, [https://www.amazon.com/Floating-
3 Basketball-Swimming-Inflatable-Adults/dp/B091DBDJXM/](https://www.amazon.com/Floating-Basketball-Swimming-Inflatable-Adults/dp/B091DBDJXM/),
4 <https://www.amazon.com/dp/B091DBKBCQ/> and Joyin.com (“Defendants’ Floating
5 Pool Games Listings”). A true and correct copy of Defendants’ Floating Pool Games
6 Listings on Amazon is attached hereto as Exhibits 26-33.

7 98. Defendants’ Floating Pool Games are a direct copy of the Splash Hoop
8 360.

9 99. Photographs on Defendants’ Floating Pool Games included derivatives of
10 the Splash Hoop 360 Text (“Infringing Hoop 360 Text”).

11 Infringing Hoop 360 Text:

12 **INSTANT ASSEMBLY**
13 **No Tools Required & Play Within Seconds**



- BUILT FOR POOL PLAY: Our Pool Basketball Hoop is engineered to withstand all the splashing that comes with water basketball – the sturdy frame ensures maximum fun in the pool. For ages above 36 months.
- EASY TO ASSEMBLE: The hoop assembles in seconds while other hoops take much longer and may require tools.
- ACCESSORIES INCLUDED - With 2 easy to handle basketballs and 1 air pump to inflate it included, this floating pool basketball hoop conveniently comes with everything you need to get set up!
- GREAT SUMMER GIFT FOR EVERYONE - Kids, teens, and adults will all enjoy hours of fun playing with this water game. Perfect for both in-ground and above-ground pools, your family is sure to have hours of entertainment with this floating basketball hoop!
- CUSTOMER SATISFACTION: Providing a 100% satisfaction experience is our main priority to our customers. Feel free to message us through “contact sellers” if products don’t meet your expectations. The celebrations start at JOYIN!

20
21 Splash Hoop 360 Text:

22 **INSTANT ASSEMBLY**
23 **No Tools Required • Play Within Seconds**



- MAKE A SPLASH: Beat the buzzer and the heat this summer with the GoSports Splash Hoop 360
- Includes 1 Splash Hoop, 2 Water Basketballs, and 1 Ball Pump for the ultimate swimming pool party game!
- MODERN DESIGN: Ditch the cheap looking hoops of the past and upgrade with Splash Hoop 360’s new modern design
- BUILT FOR POOL PLAY: Our Splash Hoop 360 is engineered to withstand all the splashing that comes with water basketball, the sturdy frame ensures maximum fun in the pool
- INSTANT ASSEMBLY: The hoop assembles in seconds while other hoops take much longer and may require tools!

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Infringing Hoop 360 Text

100. The Infringing Hoop 360 Text, being derivative of the Splash Hoop 360 Text infringes the Splash Hoop 360 Text Copyright Registration.

101. Due to the nature of how listings on Amazon are presented to potential consumers, Defendants created a high likelihood of confusion in the marketplace because potential consumers who specifically sought out P&P’s Splash Hoop 360 saw P&P’s and Defendants’ listings side-by-side, with no visual cue for distinction between the products.

102. Defendants’ Floating Pool Games, being direct copies of P&P’s Splash Hoop 360, which also practice the claim of the ‘366 Patent.

103. Because the Defendants’ Floating Pool Games were inferior in quality to the Splash Hoop 360, and because Defendants’ Floating Pool Games were offered for sale using the Infringing Hoop 360 Text, potential customers associated the Splash Hoop 360 with the inferior quality and construction of the Defendants’ Floating Pool Games, which harmed the Splash Hoop 360’s reputation.

104. Defendants’ actions, having harmed the reputation of the Splash Hoop 360, was directly responsible for P&P making fewer sales of the Splash Hoop 360, which resulted in lost profits, and that harm is continuing into the future.

105. As of September 30, 2022, P&P has not been provided with an accounting of Defendants’ sales of Defendants’ Floating Pool Games.

106. Defendants’ use of P&P’s Splash Hoop 360 Text is intentional and willful.

107. P&P has never authorized or granted permission to Defendants to use any of P&P’s intellectual property, including the Splash Hoop 360 Text Copyright Registration and the ‘366 Patent.

1 108. Defendants have used and infringed on P&P’s trademark PARTY
2 SPRINKLER®, United States Patent and Trademark Office registration number:
3 6,179,043 (“the PARTY SPRINKLER Trademark”) See Exhibit 37, at least at
4 Amazon.com and kidshopia.com, See Exhibits 38 & 39.

5 **CLAIM FOR RELIEF I**

6 **INFRINGEMENT OF COPYRIGHT REGISTRATION NO. VA 2-259-559**

7 109. P&P repeats and incorporates by reference the allegations contained in
8 the preceding paragraphs as if set forth fully herein.

9 110. P&P owns the Copyright in the America Cornhole Game Photograph.

10 111. In accordance with the Copyright Act, P&P has Registered the Copyright
11 to the America Cornhole Game Photograph with the Copyright Office of the United
12 States, prior to commencement of this action.

13 112. Defendants have, without permission, used the America Cornhole Game
14 Photograph. Defendants have infringed P&P’s exclusive rights to the America
15 Cornhole Game Photograph, pursuant to 17 U.S.C. § 113.

16 113. Defendants’ conduct was intentional and willful and undertaken with a
17 conscious disregard of P&P’s rights. P&P is entitled to statutory damages under the
18 Copyright Act or, alternatively, compensatory damages, including but not limited to
19 Defendants’ profits attributable to the infringement, pursuant to 17 U.S.C. § 504. P&P
20 also is entitled to its attorneys’ fees and full costs pursuant to 17 U.S.C. § 505.

21 114. Defendants’ conduct is causing and, unless enjoined and restrained by
22 this Court, will continue to cause P&P great and irreparable injury that cannot fully be
23 compensated or measured in money. P&P has no adequate remedy at law. Pursuant to
24 17 U.S.C. § 502, P&P is entitled to preliminary and permanent injunctions prohibiting
25 further infringements of their Copyrights and exclusive rights.

26
27 **CLAIM FOR RELIEF II**

28 **INFRINGEMENT OF COPYRIGHT REGISTRATION NO. VA 2-259-559**

1 115. P&P repeats and incorporates by reference the allegations contained in
2 the preceding paragraphs as if set forth fully herein.

3 116. P&P owns the Copyright in the America Cornhole Game Artwork.

4 117. In accordance with the Copyright Act, P&P has Registered the Copyright
5 to the America Cornhole Game Artwork with the Copyright Office of the United
6 States, prior to commencement of this action.

7 118. Defendants have, without permission, used the America Cornhole Game
8 Artwork. Defendants have infringed P&P's exclusive rights to the America Cornhole
9 Game Artwork, pursuant to 17 U.S.C. § 113.

10 119. Defendants' conduct was intentional and willful and undertaken with a
11 conscious disregard of P&P's rights. P&P is entitled to statutory damages under the
12 Copyright Act or, alternatively, compensatory damages, including but not limited to
13 Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504. P&P
14 also is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

15 120. Defendants' conduct is causing and, unless enjoined and restrained by
16 this Court, will continue to cause P&P great and irreparable injury that cannot fully be
17 compensated or measured in money. P&P has no adequate remedy at law. Pursuant to
18 17 U.S.C. § 502, P&P is entitled to preliminary and permanent injunctions prohibiting
19 further infringements of their Copyrights and exclusive rights.

20
21 **CLAIM FOR RELIEF III**

22 **INFRINGEMENT OF COPYRIGHT REGISTRATION**

23 **NO. TX 8-447-293**

24 121. P&P repeats and incorporates by reference the allegations contained in
25 the preceding paragraphs as if set forth fully herein.

26 122. P&P owns the Copyright in the America Bean Bags Photograph.

27 123. In accordance with the Copyright Act, P&P has Registered the Copyright
28 to the America Bean Bags Photograph with the Copyright Office of the United States,

1 prior to commencement of this action.

2 124. Defendants have, without permission, used the America Bean Bags
3 Photograph.

4 125. Defendants have infringed P&P's exclusive rights to the America Bean
5 Bags Photograph, pursuant to 17 U.S.C. § 113.

6 126. Defendants' conduct was intentional and willful and undertaken with a
7 conscious disregard of P&P's rights. P&P is entitled to statutory damages under the
8 Copyright Act or, alternatively, compensatory damages, including but not limited to
9 Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504. P&P
10 also is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

11 127. Defendants' conduct is causing and, unless enjoined and restrained by
12 this Court, will continue to cause P&P great and irreparable injury that cannot fully be
13 compensated or measured in money. P&P has no adequate remedy at law. Pursuant to
14 17 U.S.C. § 502, P&P is entitled to preliminary and permanent injunctions prohibiting
15 further infringements of their Copyright and exclusive rights.

16 **CLAIM FOR RELIEF IV**

17 **INFRINGEMENT OF COPYRIGHT REGISTRATION**

18 **NO. TX 9-162-500**

19 128. P&P repeats and incorporates by reference the allegations contained in
20 the preceding paragraphs as if set forth fully herein.

21 129. P&P owns the Copyright in the Splash Hoop Pro Text.

22 130. In accordance with the Copyright Act, P&P has Registered the Copyright
23 to the Splash Hoop Pro Text with the Copyright Office of the United States, prior to
24 commencement of this action.

25 131. Defendants have, without permission, used the Splash Hoop Pro Text.

26 132. Defendants have infringed P&P's exclusive rights to the Splash Hoop Pro
27 Text, pursuant to 17 U.S.C. § 113.

28 133. The infringement of P&P's rights in each of the Copyrighted photographs

1 constitutes a separate and distinct act of infringement.

2 134. Defendants' conduct was intentional and willful and undertaken with a
3 conscious disregard of P&P's rights. P&P is entitled to statutory damages under the
4 Copyright Act or, alternatively, compensatory damages, including but not limited to
5 Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504. P&P
6 also is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

7 135. Defendants' conduct is causing and, unless enjoined and restrained by
8 this Court, will continue to cause P&P great and irreparable injury that cannot fully be
9 compensated or measured in money. P&P has no adequate remedy at law. Pursuant to
10 17 U.S.C. § 502, P&P is entitled to preliminary and permanent injunctions prohibiting
11 further infringements of their Copyright and exclusive rights.

12 **CLAIM FOR RELIEF V**

13 **INFRINGEMENT OF COPYRIGHT REGISTRATION**

14 **NO. TX 9-161-620**

15 136. P&P repeats and incorporates by reference the allegations contained in
16 the preceding paragraphs as if set forth fully herein.

17 137. P&P owns the Copyright in the Splash Hoop 360 Text.

18 138. In accordance with the Copyright Act, P&P has Registered the Copyright
19 to the Splash Hoop 360 Text with the Copyright Office of the United States, prior to
20 commencement of this action.

21 139. Defendants have, without permission, used the Splash Hoop 360 Text.

22 140. Defendants have infringed P&P's exclusive rights to the Splash Hoop
23 360 Text, pursuant to 17 U.S.C. § 113.

24 141. The infringement of P&P's rights in each of the Copyrighted photographs
25 constitutes a separate and distinct act of infringement.

26 142. Defendants' conduct was intentional and willful and undertaken with a
27 conscious disregard of P&P's rights. P&P is entitled to statutory damages under the
28 Copyright Act or, alternatively, compensatory damages, including but not limited to

1 Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504. P&P
2 also is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

3 143. Defendants' conduct is causing and, unless enjoined and restrained by
4 this Court, will continue to cause P&P great and irreparable injury that cannot fully be
5 compensated or measured in money. P&P has no adequate remedy at law. Pursuant to
6 17 U.S.C. § 502, P&P is entitled to preliminary and permanent injunctions prohibiting
7 further infringements of their Copyright and exclusive rights.

8 **CLAIM FOR RELIEF VI**

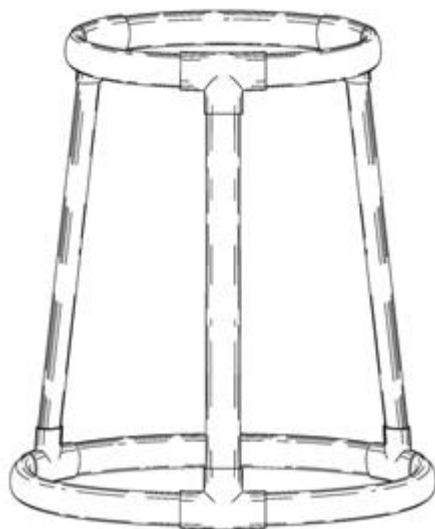
9 **INFRINGEMENT OF U.S. DESIGN PATENT NO. D962,366**

10 144. P&P repeats and incorporates by reference the allegations contained in
11 the preceding paragraphs as if set forth fully herein.

12 145. Defendants have infringed and continue to infringe the '366 Patent
13 through, among other activities, the manufacture, use, sale, importation, and/or offer
14 for sale of Defendants' Floating Pool Games Game throughout the United States,
15 including within this judicial district and by aiding, assisting, and encouraging the
16 infringement of the '366 Patent by others.

17 146. By way of example, as shown below, Defendants' Floating Pool Games
18 appears identical to the design claimed by the '366 Patent:

19 U.S. Patent Aug. 30, 2022 Sheet 2 of 10 US D962,366 S



The '366 Patent Infringing Floating Pool Games

147. Defendants have infringed and continue to infringe at least Claim 1 of the '366 Patent through the foregoing activities including, without limitation, making, using, importing, offering for sale, and selling Defendants' Floating Pool Games in the United States.

148. Defendants' infringement, contributory infringement, and/or knowing and intentional inducement to infringe has injured P&P and P&P is entitled to recover damages adequate to compensate it for such infringement, including lost profits, but in no event not less than a reasonable royalty, as permitted pursuant to 35 U.S.C. § 284.

149. Defendants' infringement, contributory infringement, and/or inducement to infringe the '366 Patent has been willful, deliberate, and objectively reckless.

150. Defendants' infringement of the '366 Patent has caused irreparable harm to P&P, which has no adequate remedy at law, and will continue to injure P&P unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further importation, manufacture, use, offer for sale, and/or sale of the Defendants' Floating Pool Games and any other products within the scope of the '366 Patent, and enjoining Defendants from further contributing to and/or inducing infringement of the '366 Patent.

CLAIM FOR RELIEF VII

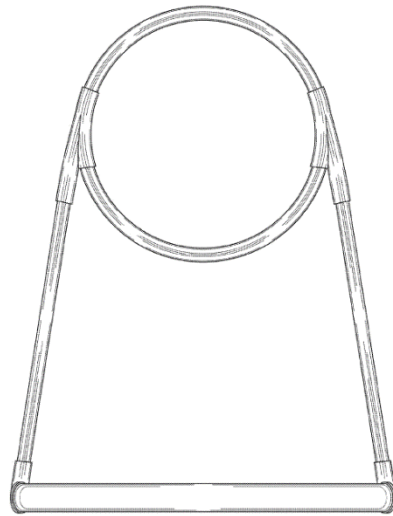
INFRINGEMENT OF U.S. DESIGN PATENT NO. D953,458

151. P&P repeats and incorporates by reference the allegations contained in the preceding paragraphs as if set forth fully herein.

152. Defendants have infringed and continue to infringe the '458 Patent through, among other activities, the manufacture, use, sale, importation, and/or offer for sale of the Infringing Floating Football Game throughout the United States, including within this judicial district and by aiding, assisting, and encouraging the infringement of the '458 Patent by others.

1 153. By way of example, as shown below, the Infringing Floating Football
2 Game appears identical to the design claimed by the '458 Patent:

3 U.S. Patent May 31, 2022 Sheet 3 of 6 US D953,458 S



12 The '458 Patent



13 Infringing Floating Football Game

14 154. Defendants have infringed and continue to infringe at least Claim 1 of the
15 '458 Patent through the foregoing activities including, without limitation, making,
16 using, importing, offering for sale, and selling the Infringing Floating Football Game
17 in the United States.

18 155. Defendants' infringement, contributory infringement, and/or knowing
19 and intentional inducement to infringe has injured P&P and P&P is entitled to recover
20 damages adequate to compensate it for such infringement, including lost profits, but in
21 no event not less than a reasonable royalty, as permitted under 35 U.S.C. § 284.

22 156. Defendants' infringement, contributory infringement, and/or inducement
23 to infringe the '458 Patent has been willful, deliberate, and objectively reckless.

24 157. Defendants' infringement of the '458 Patent has caused irreparable harm
25 to P&P, which has no adequate remedy at law, and will continue to injure P&P unless
26 and until this Court enters an injunction prohibiting further infringement and,
27 specifically, enjoining further importation, manufacture, use, offer for sale, and/or sale
28 of the Infringing Floating Football Game and any other products within the scope of

1 the '458 Patent, and enjoining Defendants from further contributing to and/or
2 inducing infringement of the '458 Patent.

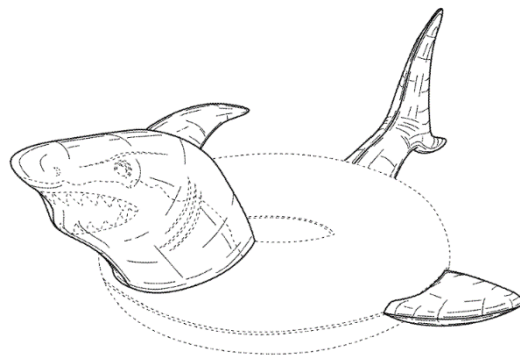
3 **CLAIM FOR RELIEF VIII**

4 **INFRINGEMENT OF U.S. DESIGN PATENT NO. D882,713**

5 158. P&P repeats and incorporates by reference the allegations contained in
6 the preceding paragraphs as if set forth fully herein.

7 159. Defendants have infringed and continue to infringe the '713 Patent
8 through, among other activities, the manufacture, use, sale, importation, and/or offer
9 for sale of the Infringing Shark Floats throughout the United States, including within
10 this judicial district and by aiding, assisting, and encouraging the infringement of the
11 '713 Patent by others.

12 160. By way of example, as shown below, the Infringing Shark Floats appear
13 identical to the design claimed by the '713 Patent:



21 The '713 Patent



22 Infringing Shark Floats

23 161. Defendants have infringed and continue to infringe at least Claim 1 of the
24 '713 Patent through the foregoing activities including, without limitation, making,
25 using, importing, offering for sale, and selling the Infringing Shark Floats in the
26 United States.

27 162. Defendants' infringement, contributory infringement, and/or knowing
28 and intentional inducement to infringe has injured P&P and P&P is entitled to recover

1 damages adequate to compensate it for such infringement, including lost profits, but in
2 no event not less than a reasonable royalty, as permitted under 35 U.S.C. § 284.

3 163. Defendants’ infringement, contributory infringement, and/or inducement
4 to infringe the ‘713 Patent has been willful, deliberate, and objectively reckless.

5 164. Defendants’ infringement of the ‘713 Patent has caused irreparable harm
6 to P&P, which has no adequate remedy at law, and will continue to injure P&P unless
7 and until this Court enters an injunction prohibiting further infringement and,
8 specifically, enjoining further importation, manufacture, use, offer for sale, and/or sale
9 of the Infringing Shark Floats and any other products within the scope of the ‘713
10 Patent, and enjoining Defendants from further contributing to and/or inducing
11 infringement of the ‘713 Patent.

12 **CLAIM FOR RELIEF IX**

13 **INFRINGEMENT OF U.S. TRADEMARK NO. 6,179,043**

14 165. P&P repeats and incorporates by reference the allegations contained in
15 the preceding paragraphs as if set forth fully herein.

16 166. Defendants have used and are using the PARTY SPRINKLER® Mark
17 and/or have induced or materially contributed to such use in commerce in connection
18 with the sale, offering for sale, distribution, and advertising of Defendants’ inflatable
19 devices in the nature of toys with aquatic elements for recreational use.

20 167. Defendants’ use of the PARTY SPRINKLER® Mark is likely to cause
21 confusion, or to cause mistake, or to deceive as to the affiliation, connection, or
22 association of Defendants with P&P, or as to the origin, sponsorship, or approval of
23 Defendants’ goods, services, or commercial activities by Plaintiff, all to the damage
24 and detriment of Plaintiff’s reputation and good will.

25 168. Defendants’ continued use of the Mark without Plaintiff’s consent and
26 and/or causing, inducing or materially contributing to such use constitutes direct
27 and/or contributory trademark infringement pursuant to Section 32 of the Lanham Act,
28 15 U.S.C. § 1114.

1 169. Plaintiff has suffered irreparable harm as a result of Defendants' conduct,
2 and Plaintiff is without an adequate remedy at law. Plaintiff is thus entitled to an
3 injunction restraining Defendants, their agents, employees, representatives, and all
4 other persons acting in concert with them, from engaging in further such infringing
5 acts.

6 170. Defendants' acts were done intentionally and with knowledge of
7 Plaintiff's rights, and thus constitute deliberate and willful infringement.

8 171. As a result of this trademark infringement, Plaintiffs have sustained and
9 continue to sustain damages in an amount to be determined at trial, plus interest, costs,
10 and attorneys' fees.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, P&P respectfully prays for the following relief:

14 A. That judgment be entered in favor of P&P and against Defendants on
15 each claim made in the Complaint;

16 B. That the Court order that Defendants, its officers, agents, directors,
17 servants, employees, representatives, successors, and assigns, and all persons,
18 firms, or corporations in active concert or participation with Defendants, be
19 immediately and permanently enjoined from:

- 20 1. directly or indirectly infringing the VA 2-259-559 Copyright; and
- 21 2. directly or indirectly infringing the TX 8-447-293 Copyright; and
- 22 3. directly or indirectly infringing the TX 9-162-500 Copyright; and
- 23 4. directly or indirectly infringing the TX 9-161-620 Copyright; and
- 24 5. directly or indirectly infringing the '366 Patent; and
- 25 6. directly or indirectly infringing the '458 Patent; and
- 26 7. directly or indirectly infringing the '713 Patent; and
- 27 8. directly or indirectly infringing the 6,179,043 Trademark; and
- 28 9. directly or indirectly infringing the 5,797,196 Trademark.

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C. That P&P be awarded damages in an amount sufficient to compensate it for the injuries it has sustained by reason of Defendants’ unlawful acts, including P&P’s loss of past and/or future sales, and damages caused by Defendants’ acts of infringement. That P&P be awarded increased damages based upon the intentional and willful nature of Defendants’ conduct of the kind complained of herein. That P&P be awarded all gains, profits, and advantages received by Defendants from the sale of its Infringing Cornhole Boards, Defendants’ Bean Bags, Defendants’ Floating Pool Games, Infringing Shark Floats and any other products that infringe upon P&P’s rights; and

D. That the Court provide Plaintiff with such other and further relief as it deems just and proper, or that Plaintiff may be entitled to under the law, including but not limited to attorney fees, costs, and prejudgment and post-judgment interest at the highest percentage as permitted by applicable law.

HANKIN PATENT LAW, APC

/Marc E. Hankin

Date: October 4, 2022

Marc E. Hankin
Attorneys for Plaintiff,
P&P Imports LLC

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable in this action.

HANKIN PATENT LAW, APC

/Marc E. Hankin

Date: October 4, 2022

Marc E. Hankin
Attorneys for Plaintiff,
P&P Imports LLC