

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

INTORA, Inc., dba Sportsheets International,)	
)	
<i>Plaintiff,</i>)	Case No.
v.)	
)	
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE "A,")	
)	
)	
<i>Defendants.</i>)	

COMPLAINT

For its complaint against the entities identified on Schedule A hereto (“Defendants”), plaintiff INTORA, Inc., dba Sportsheets International (“Sportsheets”) states as follows:

NATURE OF ACTION

1. Sportsheets is a leading manufacturer and seller of adult entertainment and novelty products, including sex toys and adult sexual aids.
2. Sportsheets manufactures and sells these products under some of the most recognized brands in its industry, including Sportsheets®, Sex & Mischief®, Sincerely®, and Edge®.
3. One of Sportsheets’ top-selling product lines is the UNDER THE BED RESTRAINT SYSTEM® line. Sportsheets manufactures and sells a number of products in this product line, all branded under the UNDER THE BED RESTRAINT SYSTEM Mark (as defined below), which are bondage and restraint systems consisting primarily of restraint straps which are secured to a connector strap that fits securely below a mattress, for use in restraining a person’s arms and/or legs from the sides or bottom of a bed (the “Sportsheets Goods”).
4. Sportsheets began offering the Sportsheets Goods under the UNDER THE BED

RESTRAINT SYSTEM Mark in 2005, and since that time (as further set forth below) has made extensive sales under the Mark.

5. Consumers have rated the Sportsheets Goods, sold under the UNDER THE BED RESTRAINT SYSTEM Mark, extremely favorably, with user ratings averaging 4.8 out of 5 or above on numerous retail websites within the industry.

6. With success, however, comes imitation. Third parties have begun selling inferior but similar and competing products on e-commerce platforms such as eBay.com and Etsy.com. These third parties – the Defendants herein – have marketed and sold, and continue to market and sell, their similar, competing, lower-quality products under the UNDER THE BED RESTRAINT SYSTEM Mark or marks and names that are substantially identical or closely similar thereto.

7. These infringer Defendants blatantly utilize the UNDER THE BED RESTRAINT SYSTEM Mark, or closely similar marks, on unauthorized products that are neither manufactured, sold, or authorized by Sportsheets – all in an attempt to confuse consumers and capitalize on Sportsheets' substantial reputation and goodwill.

8. Since at least as early as April 2022, Sportsheets has repeatedly used eBay's Verified Rights Owner (VeRO) program in an effort to obtain cessation and removal of such products that infringe its UNDER THE BED RESTRAINT SYSTEM Mark. To date, eBay has removed more than 120 such infringers, while failing to remove others.

9. As such, numerous infringers, including without limitation Defendants herein, remain active on eBay.com, and their infringements are continuing and ongoing.

10. Also since at least as early as April 2022, Sportsheets has repeatedly used the Etsy Reporting Portal in an effort to obtain cessation and removal of products infringing its UNDER THE BED RESTRAINT SYSTEM Mark on the Etsy.com platform. To date, Etsy has removed almost all of these infringers.

11. Upon information and belief, it appears that some infringers on both e-commerce

platforms have returned, either under the same names or under new aliases, as identified on Schedule A, in order to re-initiate offering for sale their infringing products under the UNDER THE BED RESTRAINT SYSTEM Mark. This is common practice for infringers and counterfeiters when trademark owners try to enforce their intellectual property rights on platforms such as eBay.com and Etsy.com.

12. Defendants are selling infringing products under Sportsheets' UNDER THE BED RESTRAINT SYSTEMS Mark on eBay.com and/or Etsy.com.

13. Sportsheets now sues to stop Defendants, to protect Sportsheets' customers and the public at large within its industry, and to protect Sportsheets' sales, reputation, and goodwill.

PARTIES

14. Sportsheets is a California corporation with a principal place of business at 16716 Edwards Road, Cerritos, CA 90703.

15. Upon information and belief, Defendants are individuals and/or business entities of unknown makeup who own and/or operate one or more accounts on eBay.com or Etsy.com and reside in China or other foreign jurisdictions. Defendants conduct business or assist in business conducted throughout the United States (including within the State of Illinois and this Judicial District) through the manufacturing, online advertising, sale, offering for sale, importation, and/or distribution of products that make infringing use of Sportsheets' UNDER THE BED RESTRAINT SYSTEM Mark, operating under at least the seller aliases identified on Schedule A. Defendants may use pseudonyms, and may not maintain any online presence (other than selling on eBay.com

or Etsy.com under their pseudonyms), and they may use other tactics to conceal their identities and to hide the full extent of their infringing activities.¹

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over Sportsheet's Lanham Act claims under 15 U.S.C. § 1121 and under 28 U.S.C. § 1331 because they arise under federal law.

17. This Court has supplemental subject matter jurisdiction over Sportsheets' state law claims under 28 U.S.C. § 1367 because those claims are so related to the Lanham Act claims that together the claims are part of the same case or controversy under Article III.

18. This Court has personal jurisdiction over Defendants because, among other things, Defendants are intentionally confusing and harming Illinois residents, doing business in Illinois, offering to sell infringing goods in Illinois to Illinois individuals and businesses, actually selling infringing goods in Illinois to Illinois individuals and business, and shipping infringing goods into Illinois, and receiving payments therefor from Illinois individuals and businesses. All of these activities and of such activities of the Defendants are with the United States as a whole , as well. *See* 735 ILCS §5/2-209; Fed. R. Civ. P. 4(k)(1) & 4(k)(2).

19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants, since the Defendants directly target business activities toward consumers in the United States, including the State of Illinois, through their operation of, or assistance in the operation of, their fully interactive e-commerce store(s) and accounts on eBay.com and Etsy.com that target United States and Illinois consumers.

¹ The seller names are listed on Schedule A, attached as Exhibit A hereto. The version attached to this complaint is redacted. Sportsheets is moving contemporaneous with this Complaint for leave to file Schedule A under seal to avoid the Defendants learning of this case and consequently working to avoid service of the summons and complaint. The unredacted version of Schedule A will be filed contemporaneously under seal.

20. Venue is proper under 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this district under Illinois law and, therefore, “reside” in the Northern District of Illinois according to federal law.

FACTS

Sportsheets’ Mark and Goods

21. For almost 18 years, since at least as early as March 31, 2005, Sportsheets has manufactured, marketed, offered for sale, and sold the Sportsheets Goods under its UNDER THE BED RESTRAINT SYSTEM Mark in the US.

22. Sportsheets sells its Sportsheets Goods online through its website at sportsheets.com, through online retail adult entertainment and novelty product shops, sex toy shops, and at brick-and-mortar retail adult shops and sex toy shops.

23. Sportsheets sells the Sportsheets Goods throughout the United States and internationally.

24. Since it first began to offer and sell the Sportsheets Goods under its UNDER THE BED RESTRAINT SYSTEM® Mark in early 2005, Sportsheets has generated significant revenue through its sale of the Sportsheets Goods branded with its UNDER THE BED RESTRAINT SYSTEM Mark, with total sales during that 18-year period of approximately \$20,500,000 and over 1.4 million legitimate units sold.

25. Since March 2005, Sportsheets has invested significant amounts of money, time, and effort in marketing, advertising, and promoting its Sportsheets Goods bearing and featuring the UNDER THE BED RESTRAINT SYSTEM Mark through the relevant channels of trade throughout the United States and internationally.

26. Since initiating use of the UNDER THE BED RESTRAINT SYSTEM mark in 2005, Sportsheets has expended approximately \$2.9 million on advertising and promotion of its Sportsheets Goods in total, including Sportsheets Goods branded with the UNDER THE BED RESTRAINT SYSTEM Mark.

27. Sportsheets advertises and promotes the Sportsheets Goods under the UNDER THE BED RESTRAINT SYSTEM Mark online on its websites and via its social media accounts, as well as on various e-commerce platforms and on its customers' websites and social media accounts.

28. The UNDER THE BED RESTRAINT SYSTEM Mark is inherently distinctive in relation to the Sportsheets Goods.

29. Through its advertising and promotional efforts, Sportsheets has nevertheless enhanced the reputation of its inherently distinctive UNDER THE BED RESTRAINT SYSTEM Mark. Sportsheets' extensive promotion and use of its Mark has resulted in increased strength, value, recognition, and goodwill therein, and the Mark has become even more distinctive, well-known, and famous to consumers as a source indicator for the Sportsheets Goods and the reputation and high quality thereof.

30. Sportsheets' retailers and customers have come to associate the distinctive UNDER THE BED RESTRAINT SYSTEM Mark with Sportsheets and its Goods.

31. As a result, the UNDER THE BED RESTRAINT SYSTEM Mark has become a repository for the extensive goodwill that Sportsheets has developed in its Goods offered thereunder, and as such, the UNDER THE BED RESTRAINT SYSTEM Mark has become an asset of great value to Sportsheets.

32. Sportsheets is the owner of U.S. Trademark Registration No. 4,669,665, for the UNDER THE BED RESTRAINT SYSTEM Mark, for use with "Adult sexual aids for enhancement of sexual pleasure and performance, namely, fabric wrist-cuffs and fabric ankle cuffs with small metal attachments, and fabric anchors with small metal attachments, all for use alone or in combination with other devices for sexual positioning and role playing" in International Class 018 (the "Sportsheets Registration"). The Sportsheets Registration issued on January 13, 2015, and has become incontestable pursuant to 15 U.S.C. § 1065. A copy of the Sportsheets Registration is attached hereto as Exhibit B.

33. Sportsheets has the exclusive right to use the UNDER THE BED RESTRAINT SYSTEM Mark on and in connection with bondage and restraint systems, by virtue of both its

ownership of the Sportsheets Registration and its long-term, extensive, and exclusive use of the UNDER THE BED RESTRAINT SYSTEM Mark in commerce in the U.S.

Defendants' Infringing Activities

34. Defendants are individuals and/or business entities of unknown makeup who own and/or operate one or more e-commerce stores under at least the aliases identified on Schedule A, and/or, upon information and belief, under other seller aliases not yet known to Sportsheets. Upon information and belief, Defendants reside and/or operate in China or other foreign jurisdictions, or redistribute products from the same or similar sources in those locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

35. The success of the Sportsheets Goods has led to infringement. As such, Sportsheets is working to combat the infringement activities complained of herein.

36. Sportsheets' anti-infringement efforts include investigating suspicious e-commerce listings on at least eBay.com and Etsy.com, which offer for sale infringing products to consumers in the United States.

37. Sportsheets has repeatedly used eBay's Verified Rights Owner (VeRO) program in an effort to obtain cessation and removal of Defendants' infringing products bearing its UNDER THE BED RESTRAINT SYSTEM Mark; to date, eBay has removed more than 120 such listings, while failing to remove at least nine others. As such, several Defendants remain active on eBay.com and their infringements are continuing and ongoing.

38. Also since at least as early as April 2022, Sportsheets has repeatedly used the Etsy Reporting Portal in an effort to obtain cessation and removal of Defendants' infringing products bearing its UNDER THE BED RESTRAINT SYSTEM Mark on the Etsy.com platform. To date, Etsy has removed almost all of these infringers.

39. Upon information and belief, it appears that some infringing Defendants on both e-commerce platforms have returned, either under the same names or under new aliases, as identified

on Schedule A, in order to re-initiate offering for sale their infringing products under the UNDER THE BED RESTRAINT SYSTEM Mark.

40. Because of how easy it is for anyone with an Internet connection to become a “seller” with a fake name and to then sell products on websites like eBay.com and Etsy.com from anywhere in the world, Defendants have taken advantage of these e-commerce sites to import infringing products into the U.S., and/or to sell infringing products in the U.S.

41. Defendants operated or continue to operate one or more e-commerce stores under the aliases listed on Schedule A attached hereto.

42. Upon information and belief, Defendants also engaged in fraudulent conduct when setting up their seller accounts on eBay.com and Etsy.com, by providing false, misleading, or incomplete information to these e-commerce platforms. This allows Defendants to remain virtually anonymous and untraceable, preventing discovery of their true identities, their potential connections with other aliases, and ultimately to cover up the scope of their infringing operations.

43. Upon information and belief, Defendants are aware of the success and popularity of the Sportsheets Goods sold under the UNDER THE BED RESTRAINT SYSTEM Mark, and as such, have set up their eBay and/or Etsy accounts to directly target consumers of the Sportsheets Goods, and in some cases, to mislead consumers into believing Defendants infringing goods are authorized or sold by Sportsheets.

44. For example, several Defendants have also copied and used – and included in their eBay and/or Etsy listings for their infringing products – proprietary images and photographs that Sportsheets owns and uses in its packaging, marketing, and sales of its Sportsheets Goods under the UNDER THE BED RESTRAINT SYSTEM Mark.

45. Upon information and belief, Defendants' use of these photos is made to further mislead consumers into thinking that such infringing products are those of Sportsheets, or are somehow affiliated with, associated with, or sponsored by Sportsheets, when in fact, they are not.

46. Defendants are knowingly and willfully manufacturing, importing, distributing, offering for sale, and selling products under the UNDER THE BED RESTRAINT SYSTEM Mark that infringe Sportsheets' rights therein without authorization or license from Sportsheets into and throughout the U.S., and the State of Illinois, over the Internet.

47. Defendants' activities as described herein are done in an attempt to confuse consumers and trade off of Sportsheets' goodwill in its UNDER THE BED RESTRAINT SYSTEM Mark and the Goods that Sportsheets provides thereunder.

48. Upon information and belief, Defendants have intentionally used Sportsheets' UNDER THE BED RESTRAINT SYSTEM Mark with the bad intent of trading on the goodwill and reputation of Sportsheets to benefit themselves, all to the detriment of Sportsheets and its customers.

49. By using the UNDER THE BED RESTRAINT SYSTEMS Mark, Defendants are likely to cause confusion (and have caused actual confusion), or to cause mistake, or to deceive as to (a) the affiliation, connection, or association between Defendants and Sportsheets, and/or (b) the origin, sponsorship, or approval of Defendants' goods or commercial activities.

COUNT I
Trademark Infringement and Counterfeiting under the Lanham Act
15 U.S.C. § 1114(1)

50. Sportsheets realleges and incorporates by reference paragraphs 1-49 as though fully stated herein.

51. Sportsheets is the owner of U.S. Trademark Registration No. 4,669,665, for the distinctive UNDER THE BED RESTRAINT SYSTEM Mark for use with the goods identified therein, namely: “Adult sexual aids for enhancement of sexual pleasure and performance, namely, fabric wrist-cuffs and fabric ankle cuffs with small metal attachments, and fabric anchors with small metal attachments, all for use alone or in combination with other devices for sexual positioning and role playing”.

52. Notwithstanding Sportsheets’ well-known and well-established prior registered rights in and to the UNDER THE BED RESTRAINT SYSTEM Mark, and without any authorization from Sportsheets, Defendants have used and continue to use reproductions, counterfeits, copies, and colorable imitations of Sportsheets’ registered UNDER THE BED RESTRAINT SYSTEM Mark on and in connection with the sale, offering for sale, distribution, and advertising of products identical or closely similar to, and competitive with, the Sportsheets Goods in U.S. commerce, through the same trade channels and to the same actual and potential customers as those of Sportsheets.

53. Defendants’ use of the UNDER THE BED RESTRAINT SYSTEM Mark on and in connection with their products as described herein is likely to cause confusion, or to cause mistake, or to deceive with respect to Sportsheets’ rights in and use of the UNDER THE BED RESTRAINT SYSTEM Mark, and therefore infringes Sportsheets’ U.S. Registration No. 4,669,665.

54. Defendants’ infringement of Sportsheets’ UNDER THE BED RESTRAINT SYSTEM Mark is detrimental to the goodwill and business reputation symbolized by the UNDER THE BED RESTRAINT SYSTEM Mark. All of the foregoing conduct by Defendants infringes Sportsheets rights in and to the UNDER THE BED RESTRAINT SYSTEM Mark and causes Sportsheets irreparable harm.

55. Sportsheets has incurred and continues to incur monetary damages due to Defendants' aforementioned conduct, Defendants' have realized and continue to realize profits from their aforementioned infringing conduct, and Defendants' infringing conduct has been willful and intentional.

COUNT II
Trademark Infringement under the Lanham Act
15 U.S.C. § 1125

56. Sportsheets realleges and incorporates by reference paragraphs 1-55 as though fully stated herein.

57. The UNDER THE BED RESTRAINT SYSTEM Mark is valid and legally enforceable.

58. Sportsheets is the exclusive owner of the UNDER THE BED RESTRAINT SYSTEM Mark and U.S. Reg. No. 4,669,665 therefor.

59. The UNDER THE BED RESTRAINT SYSTEM Mark is inherently distinctive; nevertheless, due to almost 18 years of exclusive commercial use, substantial advertising, substantial sales, substantial number of customers, and established place in the market, the UNDER THE BED RESTRAINT SYSTEM Mark has become well-known and famous in the relevant marketplace.

60. By using Sportsheets' UNDER THE BED RESTRAINT SYSTEM Mark as set forth herein, Defendants are likely to cause confusion, or to cause mistake, or to deceive – and indeed have caused confusion, and caused mistake, and deceived – as to an affiliation, connection, or association of Defendants with Sportsheets, when no such affiliation, connection, or association exists.

61. By using Sportsheets' UNDER THE BED RESTRAINT SYSTEM Mark as set

forth herein, Defendants are likely to cause confusion, or to cause mistake, or to deceive – and indeed have caused confusion, and caused mistake, and deceived – as to the origin of Defendants’ goods, or as to the sponsorship or approval of Defendants’ goods by Sportsheets, when no such sponsorship or approval exists.

62. Sportsheets has no control over the quality of the infringing goods that Defendants are promoting, advertising, and selling under the UNDER THE BED RESTRAINT SYSTEM Mark, with the result that Sportsheets’ valuable goodwill in its UNDER THE BED RESTRAINT SYSTEM Mark and Goods will be damaged irreparably by Defendants’ infringing activities.

63. Defendants have infringed Sportsheets’ trademark rights under the Lanham Act.

64. Defendants’ infringement of Sportsheets’ trademark rights was and is willful and intentional.

65. Defendants’ trademark infringement has damaged Sportsheets financially by causing lost sales and in other ways, and has caused Sportsheets irreparable harm, which will continue unless Defendants’ unlawful conduct is enjoined by this Court.

COUNT III
Unfair Competition under the Lanham Act
15 U.S.C. § 1125

66. Sportsheets realleges and incorporates by reference paragraphs 1-65 as though fully stated herein.

67. As described above, Defendants have used words, terms, names, symbols, devices, and combinations thereof, in ways that are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants (and their products), on the one hand, and Sportsheets (and its Sportsheets Goods under the UNDER THE BED RESTRAINT

SYSTEM Mark and brand), on the other.

68. Defendants' willful and unlawful activities, as described above, constitute unfair competition under the Lanham Act.

69. Defendants' unfair competition has damaged Sportsheets and caused it irreparable harm, which will continue unless Defendants' unlawful conduct is enjoined by this Court.

COUNT IV
Deceptive Trade Practices
815 ILCS §§ 510/1, et seq.

70. Sportsheets realleges and incorporates by reference paragraphs 1-69 as though fully stated herein.

71. Defendants' aforesaid unauthorized uses of the UNDER THE BED RESTRAINT SYSTEM Mark constitutes knowing and willful engagement in deceptive trade practices within the meaning of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS §§ 510/1 *et seq.*; by passing off goods, causing likelihood of confusion or misunderstanding as to the source, origin, or sponsorship of the parties' respective goods; causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association of Defendants or their products with Sportsheets and its Goods; and using deceptive representations or designations of origin in connection with Defendants' products.

72. The unauthorized use by Defendants of the UNDER THE BED RESTRAINT SYSTEM Mark is causing and is likely to cause damages, substantial injury to the public, and to Sportsheets, and Sportsheets has no adequate remedy at law for this injury.

73. Sportsheets is entitled to damages, injunctive relief and to an award of its costs and attorney's fees under 815 ILCS § 510/3.

COUNT V
Common Law Unfair Competition

74. Sportsheets realleges and incorporates by reference paragraphs 1-73 as though fully stated herein.

75. Defendants' aforesaid unauthorized uses of the UNDER THE BED RESTRAINT SYSTEM Mark constitutes common law trademark infringement in violation of the common law of the various states, including the state of Illinois.

76. Defendants' conduct is willful, deliberate, intentional, and in bad faith.

77. Defendants' unfair competition has damaged Sportsheets and caused it irreparable harm, which will continue unless Defendants' unlawful conduct is enjoined by this Court.

COUNT VI
Unjust Enrichment

78. Sportsheets realleges and incorporates by reference paragraphs 1-77 as though fully stated herein.

79. Through their unlawful activities, as described above, Defendants have obtained benefits, including business and goodwill, which rightfully belong to Sportsheets.

80. Defendants have not compensated Sportsheets for the benefits that they wrongfully obtained, despite justice and equity requiring them to do so.

81. Defendants have unjustly enriched themselves by obtaining and retaining the ill-gotten benefits of their unlawful activities.

82. Defendants' receipt and retention of the benefits of their unlawful activities is unjust enrichment.

83. Defendants' unjust enrichment has damaged Sportsheets and caused it irreparable harm, which will continue unless Defendants' unlawful conduct is enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Sportsheets asks this Court to enter judgment in its favor against Defendants as follows:

1. Enter judgment that Defendants have violated the Lanham Act, 15 U.S.C. §1114(1); the Lanham Act, 15 U.S.C. §1125; 815 ILCS §§ 510/1, *et seq.*, and Illinois common law, and that such violations were willful and intentional, making this an exceptional case;
2. Preliminary and permanent injunctive relief, barring Defendants, their officers, agents, servants, employees, attorneys, and those who are in active concert or participation with any of those persons from:
 - a. Manufacturing, importing, distributing, selling, offering for sale, holding for sale, or advertising any goods or services under or in connection with the UNDER THE BED RESTRAINT SYSTEM Mark or any other matter that is a colorable imitation of, or that bears a confusing similarity to, the UNDER THE BED RESTRAINT SYSTEM Mark.
 - b. Otherwise infringing Sportsheets' trademark rights;
 - c. Otherwise engaging in any deceptive trade practice; and
 - d. Otherwise unfairly competing with Sportsheets.
3. An order that, upon Sportsheets' request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay.com and Etsy.com, shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods bearing, featuring, or otherwise using the UNDER THE BED RESTRAINT SYSTEM Mark or any other matter that is a colorable

imitation of, or that bears a confusing similarity to, the UNDER THE BED RESTRAINT SYSTEM Mark;

4. An order that Defendants and all those assisting or acting in concert with Defendants deliver up for destruction all labels, signs, prints, packages, labels, advertisements, products, and any other matter bearing matter that is confusingly similar to the UNDER THE BED RESTRAINT SYSTEM Mark.
5. For statutory damages, actual damages, and increased and punitive damages as allowed by the law—including, but not limited to, those increased damages authorized by 15 U.S.C. § 1117;
6. For Sportsheets' costs and expenses, reasonable attorneys' fees pursuant to 15 U.S.C. § 1117 and prejudgment interest at the maximum legal rate; and
7. For such other and further relief as may be just and equitable.

JURY DEMAND

Plaintiff, INTORA, Inc., dba Sportsheets International, hereby demands and requests a trial by jury on all issues so triable.

Dated: July 12, 2023

Respectfully submitted,

INTORA, Inc., dba Sportsheets International

By: /s/ James P. Muraff
One of their attorneys

James P. Muraff (ARDC #6225693)
Stephen J. Rosenfeld (ARDC #6216769)
Nicholas Kurk (ARDC #6292133)
MCDONALD HOPKINS LLC
300 North LaSalle, Suite 1400
Chicago, IL 60654
Phone: (312) 642-6103
srosenfeld@mcdonaldhopkins.com
jmuraff@mcdonaldhopkins.com
nkurk@mcdonaldhopkins.com

Attorneys for Plaintiff

EXHIBIT A

INTORA, Inc., dba Sportsheets International v. THE PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A"

Schedule A

eBay

No.	Seller/Store
(1)	[REDACTED]
(2)	[REDACTED]
(3)	[REDACTED]
(4)	[REDACTED]
(5)	[REDACTED]
(6)	[REDACTED]
(7)	[REDACTED]
(8)	[REDACTED]
(9)	[REDACTED]
(10)	[REDACTED]
(11)	[REDACTED]
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(83)	[REDACTED]
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Etsy

(1)	[REDACTED]
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EXHIBIT B

United States of America

United States Patent and Trademark Office

UNDER THE BED RESTRAINT SYSTEM

Reg. No. 4,669,665

Registered Jan. 13, 2015

Int. Cl.: 18

TRADEMARK

PRINCIPAL REGISTER

TJ CREATIVE, INC. (CALIFORNIA CORPORATION)
7436 LORGE CIRCLE
HUNTINGTON BEACH, CA 92647

FOR: ADULT SEXUAL AIDS FOR ENHANCEMENT OF SEXUAL PLEASURE AND PERFORMANCE, NAMELY, FABRIC WRIST-CUFFS AND FABRIC ANKLE CUFFS WITH SMALL METAL ATTACHMENTS, AND FABRIC ANCHORS WITH SMALL METAL ATTACHMENTS, ALL FOR USE ALONE OR IN COMBINATION WITH OTHER DEVICES FOR SEXUAL POSITIONING AND ROLE PLAYING, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 3-31-2005; IN COMMERCE 3-31-2005.

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

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RESTRAINT SYSTEM", APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 86-087,238, FILED 10-9-2013.

BARBARA A. GOLD, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

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

Requirements in the First Ten Years*

What and When to File:

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

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

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

Grace Period Filings*

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

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

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

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