

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

FAT BRAIN TOYS, LLC, a Delaware limited liability company,)	Civil Action No.:
)	
Plaintiff,)	
v.)	JURY TRIAL DEMANDED
)	
THE PARTNERSHIPS and UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A,")	
)	
Defendants.)	

VERIFIED COMPLAINT

FAT BRAIN TOYS, LLC (“FAT BRAIN” or “Plaintiff”), by its undersigned attorneys, complains against the Partnerships and Unincorporated Associations Identified on Schedule “A” attached hereto (“Defendants”), as follows:

STATUTORY BASIS AND NATURE OF ACTION

1. This action is for (1) trade dress infringement under § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); and (2) false designation of origin, or false or misleading description or representation of fact under § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).
2. Plaintiff seeks preliminary and permanent injunctive relief and an award of profits and actual damages, among other remedies, for Defendants’ unlawful conduct.

THE PARTIES

3. Plaintiff FAT BRAIN is a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business at 20516 Nicholas Circle, Elkhorn, Nebraska 68022. Plaintiff manufactures, distributes, and sells a variety of children’s toys at retail and wholesale, including a children’s Science, Technology, Engineering,

and Mathematics (“STEM”) toy called “AIR TOOZ”. Plaintiff has manufactured, distributed, and sold its AIR TOOZ since September 2023.

4. Defendants are individuals and business entities of unknown makeup who, on information and belief, manufacture, distribute, or sell a children’s toy called “Air-Powered STEM Building Toy” (“INFRINGEMENT PRODUCT”), and/or who own or operate one or more of the e-commerce webpages where they sell the INFRINGEMENT PRODUCT under at least the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Plaintiff. On information and belief, Defendants reside and/or operate abroad in the People’s Republic of China, Japan, Israel, and/or other foreign jurisdictions, or redistribute products from the same or similar sources in those locations. *See* Awalvy Federal Communications Commission Application attached hereto as **Exhibit A**; Awalvy United States Trademark Registration attached hereto as **Exhibit B**; eBay.com Sellers Pages attached hereto as **Exhibit C**. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

5. On information and belief, the Seller Alias quanzhoutaishangtouziquyujingmaoyiyouxiangongsi d/b/a/ Awalvy (“Awalvy”) is a foreign individual or entity with its principal place of business at Room 402, Building 10, Jinmao Project No. 888 Yayi Street, Taiwan Businessmen Investment Zone Quanzhou City, Fujian Province, China. *See* Exhibit A. On information and belief, Awalvy maintains the following email addresses: o.kneip@kl-certification.de, AirToysFCC@outlook.com, and info@aitek.org.cn. *Id.*

6. On information and belief, the Seller Alias itaba_79 is a foreign individual or entity located in Israel, but whose specific address and other contact information is unknown. *See* Exhibit C.

7. On information and belief, the Seller Alias m6schoe_33 is a foreign individual or entity located in Japan, but whose specific address and other contact information is unknown. *See Exhibit C.*

8. On information and belief, the Seller Alias ai.jun.-16 d/b/a JK ACCESSORIES is a foreign individual or entity located in Japan, but whose specific address and other contact information is unknown. *See Exhibit C.*

9. The tactics used by Defendants to conceal their identities and the full scope of their operations make it virtually impossible for Plaintiff to learn Defendants' true identities and the exact interworking of their counterfeit network. If Defendants provide additional credible information regarding their identities, Plaintiff will take appropriate steps to amend the Complaint.

10. On information and belief, Defendants are engaged in the manufacture, distribution, and sale of a children's toy called "Air-Powered STEM Building Toy" ("INFRINGEMENT PRODUCT"). Defendants are direct competitors of Plaintiff.

11. On information and belief, all Defendants manufacture, distribute, and sell the identical product.

12. Defendants are infringing Plaintiff's trade dress for its distinctive AIR TOOBZ packaging, design and configuration (the "AIR TOOBZ Trade Dress"). In addition, Defendants are infringing Plaintiff's AIR TOOBZ slogan, "Air-Powered Play" (the "AIR TOOBZ Slogan"), through use of the similar phrase, "Air-Powered STEM Building Toy".

13. In an effort to trade on Plaintiff's valuable goodwill and reputation, Defendants have copied Plaintiff's distinctive AIR TOOBZ Trade Dress and are making a false designation of origin, or false or misleading description or representation of fact, regarding the INFRINGEMENT PRODUCT.

14. Defendants' conduct complained of herein infringes Plaintiff's AIR TOOBZ Trade Dress and Slogan, and is likely to cause confusion, mistake or deception as to the source of Defendants' goods or as to an affiliation, connection, or association between Plaintiff and Defendants, or concerning the origin, sponsorship, or approval of Defendants' goods by Plaintiff, to Plaintiff's detriment and Defendants' unjust enrichment.

JURISDICTION AND VENUE

15. This court has subject matter jurisdiction over this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. § 1331, and 28 U.S.C. § 1338(a)-(b), and the pendent jurisdiction of this court.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)-(c), and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the "Seller Aliases"). Specifically, 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; offering shipping to the United States, including Illinois; and accepting payment in U.S. dollars. On information and belief, Defendants have sold and continue to sell products using infringing versions of Plaintiffs' trade dress and slogan to Illinois customers. *See* Amazon.com Order Form attached hereto as **Exhibit D**. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiffs substantial injury in the State of Illinois. Moreover, the damage to

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

Plaintiff and its AIR TOOZ Trade Dress and Slogan described herein has occurred and continues to occur in this judicial district.

BACKGROUND

A. Plaintiff's Business and Trade Dress

17. Plaintiff is a manufacturer, distributor, and seller of children's toys, and is based out of Nebraska and solely owned by Tomy International, Inc.

18. Plaintiff's products include, but are not limited to, AIR TOOZ, an air-powered STEM building toy for kids and teens.

19. Plaintiff's AIR TOOZ is widely renowned and has won multiple awards, including: the 2023 Oppenheim Toy Portfolio Platinum Award, a prestigious independent accolade; the 2024 ASTRA Play Award – Science Category (winner for standout science-focused play); the 2024 WITTY Prize (UK Toy Inventors' Dinner – Recognized by MOJO Nation); and the 2024 BlogOn Summer Toy Awards (2nd Place in the Influencers' and Kids' Choice Categories). AIR TOOZ was also named as a finalist for the STEAM Toy of the Year Category as part of the 2023 Toy of the Year Awards.

20. Since September 2023, Plaintiff has continuously manufactured, distributed, and sold AIR TOOZ in interstate commerce in connection with its goods, including in Illinois and throughout the United States, via Amazon.com, Plaintiff's website, Plaintiff's brick and mortar stores, Target, Hammacher, Sharper Image, and Scheels. Below is a screenshot of Plaintiff's seller's page on Amazon.com:

Customers who viewed this item also viewed

- Fat Brain Toys Air Toobz Expansion Pack - Air-Powered STEM Building Toy for Kids & Teens, Kids Building Toys, STEM Toys for 3+ Year Old 4.6 ★★★★★ 182 \$166.95
- Air Toobz Whirlwind Accessory Pack - Building & Construction STEM Toy for Ages 3 to 11 4.2 ★★★★★ 23 \$27.95
- STEM Air-Powered Building Toys for Kids Ages 3-4 5 6 7 8+ - Educational Air Tubes Toy&Turbine Set with 30 Foam Balls - Rechargeable Construction... 4.7 ★★★★★ 35 \$89.99

Toy & Games > Learning & Education > Science Kits & Toys

Learn Through Play
Encourages creativity, experimentation, problem solving, & STEM skills.

Click to see full view

\$159⁹⁵
Get \$80 off instantly: Pay \$79.95 upon approval for the Amazon Store Card.

- AIR-POWERED FUN: This STEM toy uses a kid-safe turbine to send foam balls flying through a network of modular tubes, making airflow experiments exciting for toddlers or kids 3+.
- EXPLORE & CREATIVITY: Kids can arrange the tubes in countless ways to experiment with airflow and physics, promoting creative problem-solving and building skills.
- STEM LEARNING: These toddler toys encourage spatial reasoning, experimentation, and STEM learning, making playtime educational and fun—great science kits for kids 3+.
- LONG RUN TIME: With up to 3 hours of run time per charge and a quick 2-hour recharge, this kids toy is ready for hours of non-stop play.
- CONVENIENT: Plugs in to recharge, avoiding the hassle of batteries, and features an auto shut-off after 15 minutes to conserve energy and safety. Includes 20 foam balls for kids 3+.

Additional Details
Small Business
This product is from a small business brand. Support small. [Learn more](#)

\$159⁹⁵
FREE delivery Thursday, August 21. Order within 18 hrs 18 mins. [Details](#)

Delivering to Chicago 60602
Update location

In Stock
Quantity: 1
Add to Cart
Buy Now

Ships from Lullaby Baby
Sold by Lullaby Baby
Returns 30-day refund/replacement
Payment Secure transaction

Add to List

Other sellers on Amazon
New (7) from \$159⁹⁵ & FREE Shipping

21. Plaintiff advertises AIR TOOBZ with the slogan “Air-Powered Play” (the “AIR TOOBZ Slogan”).

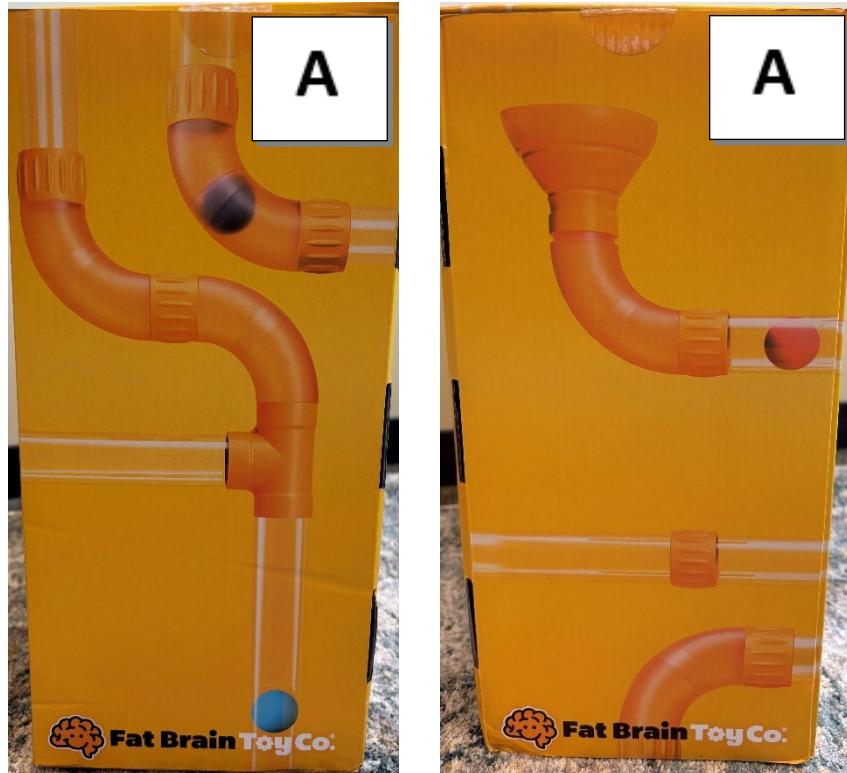
22. FAT BRAIN packages AIR TOOBZ in the following distinctive trade dress (the “AIR TOOBZ Packaging”):



**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – FRONT)**



**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – BACK)**



**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – SIDES)**



**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – INSIDE)**

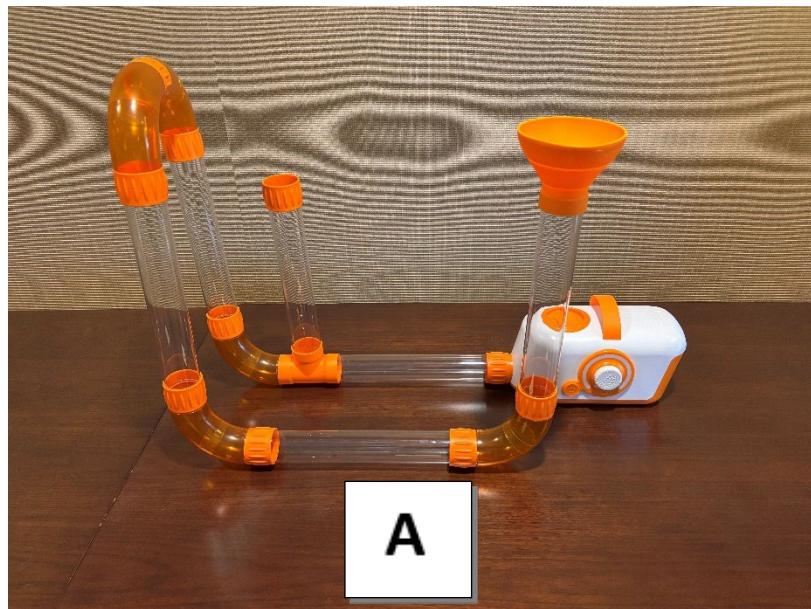
23. As shown above, AIR TOOBZ is packaged in a cardboard container of a unique orange hue, with an orange plastic handle affixed to the top of the box.

24. The outside of the AIR TOOBZ Packaging contains statements including, “Over 40 high-quality components!” and “Includes 20 soft, colorful foam balls, 6 clear 12-inch tubes, 6 translucent orange corner tubes, 1 T-tube, 1 silicone funnel, 12 easy-fit connectors, 1 fan unit, [and a] charging adapter.”

25. In addition, AIR TOOBZ, and all of its components therein, have the following distinctive design (“AIR TOOBZ Design”; and, together with AIR TOOBZ Packaging, the “AIR TOOBZ Trade Dress”):



**FAT BRAIN'S AIR TOOBZ (A)
(DISASSEMBLED COMPONENTS)**



**FAT BRAIN'S AIR TOOBZ (A)
(ASSEMBLED COMPONENTS)**

26. The AIR TOOZ Design contains the following components:

- a. 5 light green balls;
- b. 5 light blue balls;
- c. 5 red balls;
- d. 5 purple balls;
- e. 6 clear tubes;
- f. 6 translucent orange corner tubes;
- g. 12 opaque orange tube connectors;
- h. 1 opaque orange T-tube;
- i. 1 opaque orange funnel;
- j. 1 white fan unit with orange accents; and
- k. 1 black charging adapter.

27. The AIR TOOZ Design uses the same unique orange color scheme as the AIR TOOZ Packaging. Many of the AIR TOOZ's individual components, such as the corner tubes, tube connectors, T-tube, funnel, and fan unit, are various shades of the same unique orange hue as the AIR TOOZ Packaging.

28. Plaintiff has expended considerable time, resources and effort in developing and promoting AIR TOOZ, and its Trade Dress and Slogan, in Illinois and throughout the United States. For example, Plaintiff's AIR TOOZ is available (among other places) on Amazon, on Plaintiff's website, and in Plaintiff's brick and mortar stores. As a result, Plaintiff has developed substantial recognition and goodwill among the public and the trade throughout the United States and has developed significant intellectual property rights and asset value in its AIR TOOZ, and its Trade Dress and Slogan. Defendants' unlawful actions are negatively impacting and will

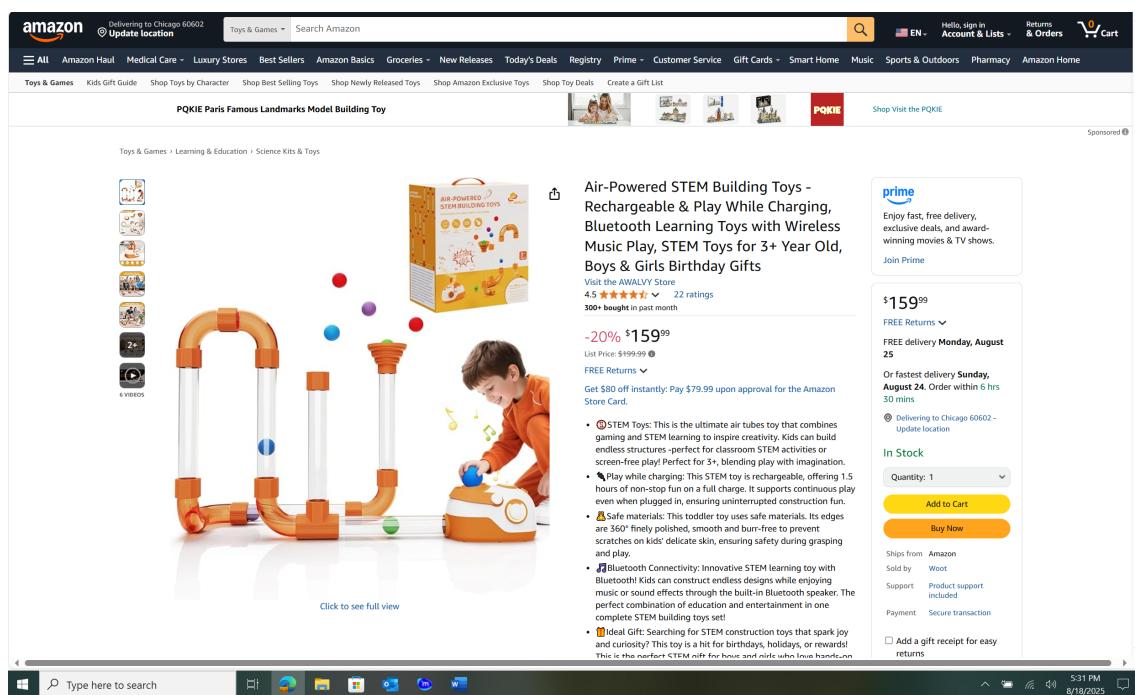
continue to negatively impact the goodwill and high-quality reputation enjoyed by Plaintiff related to AIR TOOZ, and its Trade Dress and Slogan, unless Defendants are enjoined from copying Plaintiff's AIR TOOZ Trade Dress and Slogan.

B. Defendants' Business and Unlawful Actions

29. On information and belief, Defendants market, promote and sell the INFRINGING PRODUCT online via Amazon.com and eBay.com.

30. On information and belief, all Defendants sell an identical product.

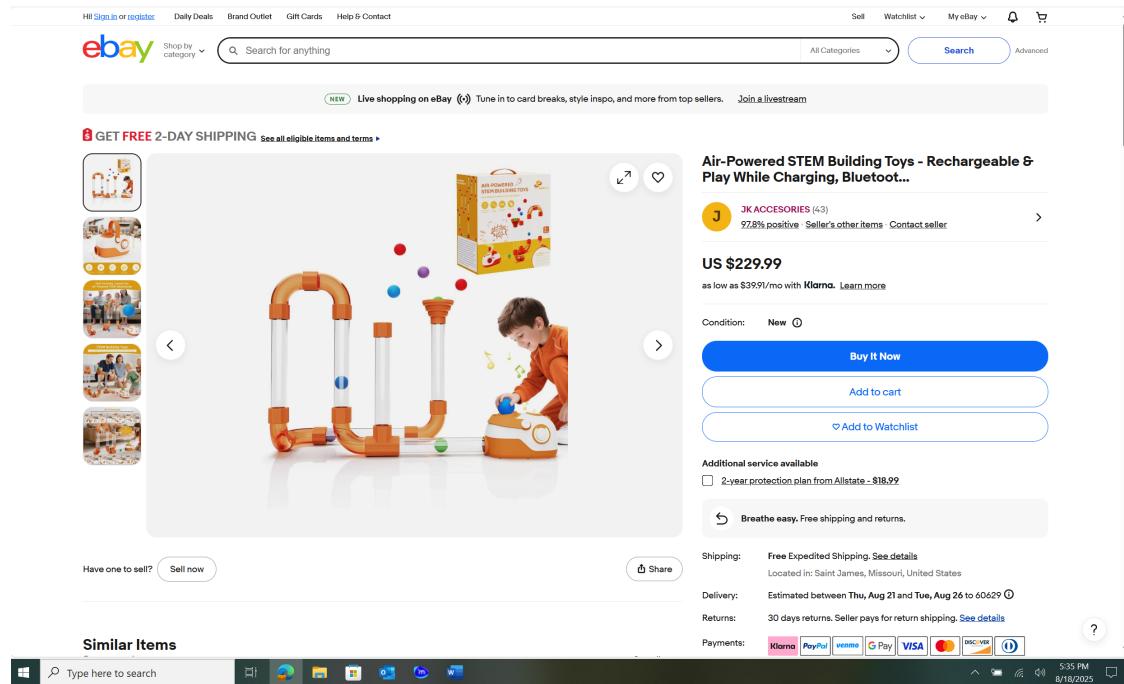
31. Seller Alias Awalvy markets the INFRINGING PRODUCT on Amazon.com:



32. Seller Alias itaba_79 markets the INFRINGING PRODUCT on eBay.com:

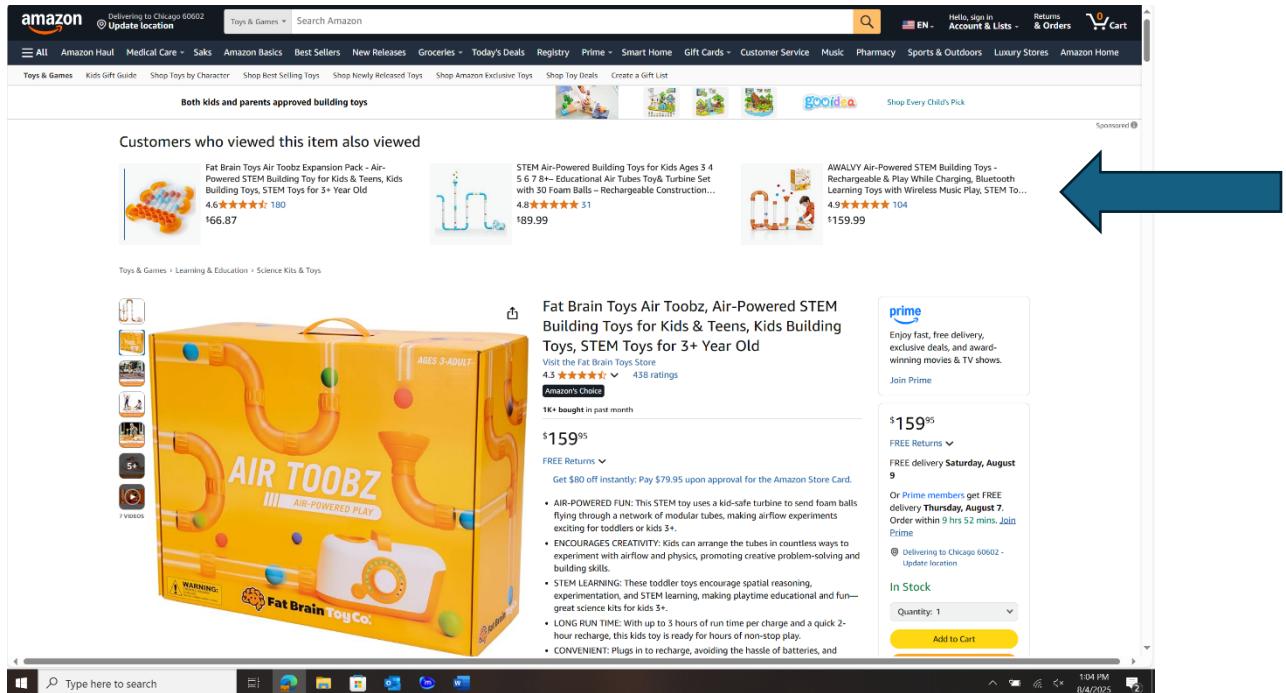
33. Seller Alias m6schoe_33 markets the INFRINGING PRODUCT on eBay.com:

34. Seller Alias ai.jun.-16 d/b/a JK ACCESSORIES markets the INFRINGING PRODUCT on eBay.com.



35. Defendants sell the INFRINGING PRODUCT in direct competition with Plaintiff's AIR TOOBZ.

36. The INFRINGING PRODUCT is directly marketed to Plaintiff's customers. For example, on the Amazon.com webpage for Plaintiff's AIR TOOBZ, the INFRINGING PRODUCT is advertised at the top of the page under the section titled, "Customers who viewed this item also viewed", as shown below.

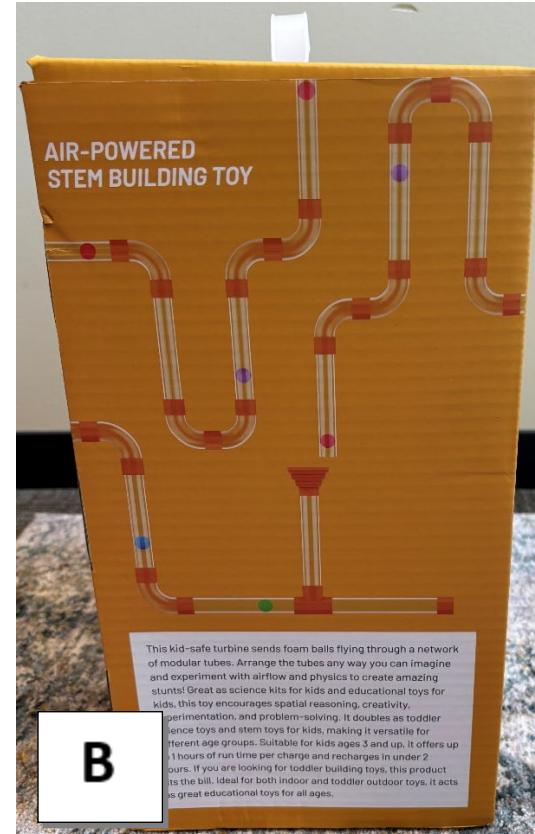


37. Defendants copied Plaintiff's distinctive AIR TOOBZ Trade Dress in its packaging, design and configuration of the INFRINGING PRODUCT. The packaging, design and configuration of the INFRINGING PRODUCT is strikingly similar to the AIR TOOBZ Trade Dress in numerous ways, and likely to confuse consumers as to the source of the product or affiliation with FAT BRAIN.

38. The INFRINGING PRODUCT is packaged in a cardboard container of approximately the same size and unique orange hue as the AIR TOOBZ Packaging, with photographs of the assembled product on the outside of the packaging just like the AIR TOOBZ Packaging:



FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – SIDE)



INFRINGING PRODUCT (B)
(PACKAGING – SIDE)



FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – FRONT)



INFRINGING PRODUCT (B)
(PACKAGING – FRONT)



**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – BACK)**



**INFRINGING PRODUCT (B)
(PACKAGING – BACK)**

39. The outside packaging of the INFRINGING PRODUCT also depicts the same statements—verbatim—as the AIR TOOBZ Packaging: “Over 40 high-quality components!” and “Includes 20 soft, colorful foam balls, 6 clear 12-inch tubes, 6 translucent orange corner tubes, 1 T-tube, 1 silicone funnel, 12 easy-fit connectors, 1 fan unit, [and a] charging adapter.”

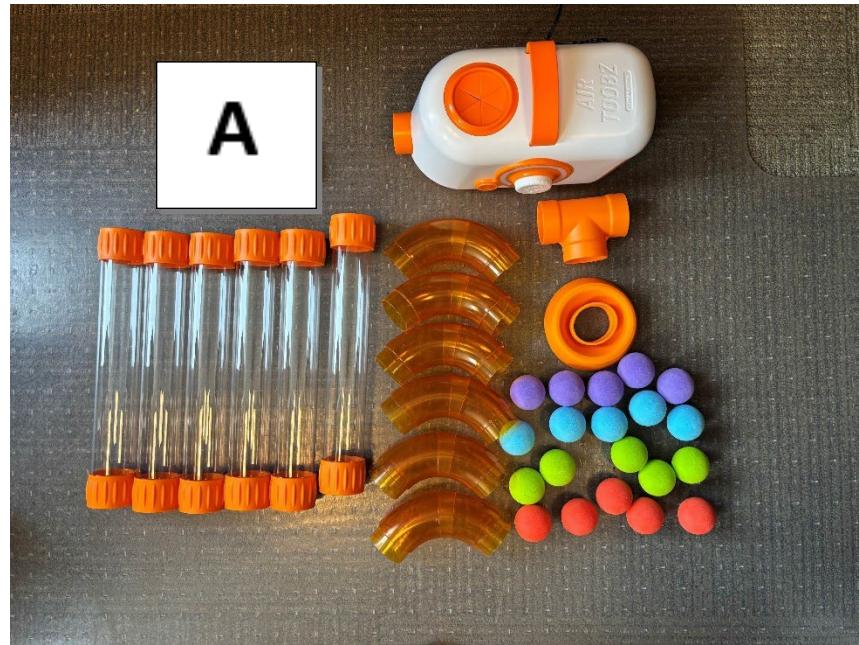
40. The inside of the INFRINGING PRODUCT’s packaging is similar to AIR TOOBZ’s Packaging as well. A side-by-side comparison of the two products reveal that the INFRINGING PRODUCT uses the exact same orange color scheme as the AIR TOOBZ Packaging, and that the INFRINGING PRODUCT has a plastic handle affixed to the top of the box in the exact same location as the AIR TOOBZ Packaging:



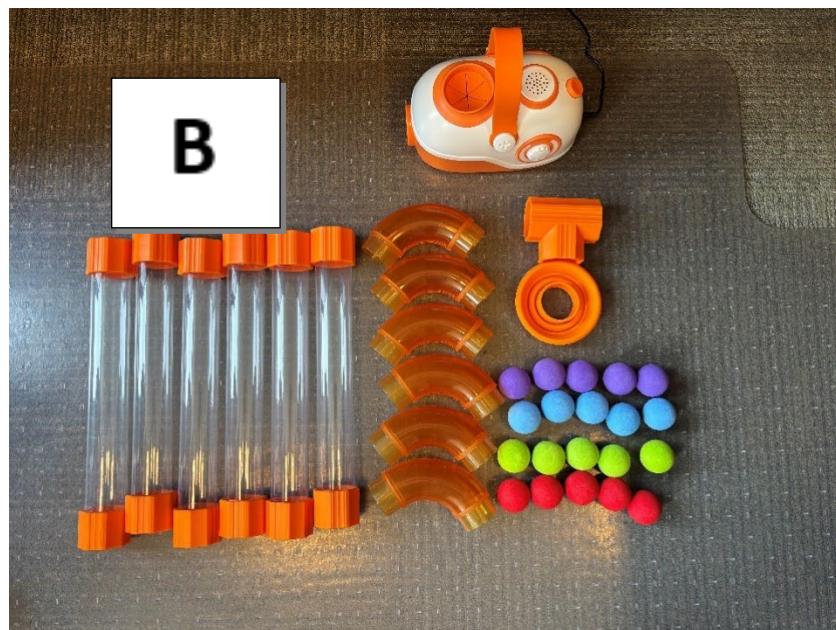
**FAT BRAIN'S AIR TOOBZ (A)
(PACKAGING – BACK)**

**INFRINGEMENT PRODUCT (B)
(PACKAGING – BACK)**

41. In addition, the INFRINGEMENT PRODUCT has a strikingly similar design compared to the AIR TOOBZ Design. Specifically, the INFRINGEMENT PRODUCT has the same number and types of components as Plaintiff's AIR TOOBZ, as pictured below.



**FAT BRAIN'S AIR TOOBZ (A)
(DISASSEMBLED COMPONENTS)**

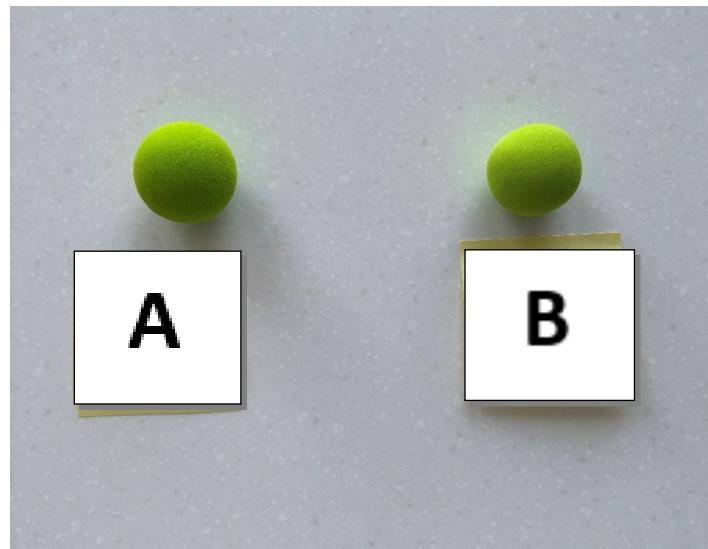


**INFRINGEMENT PRODUCT (B)
(DISASSEMBLED COMPONENTS)**

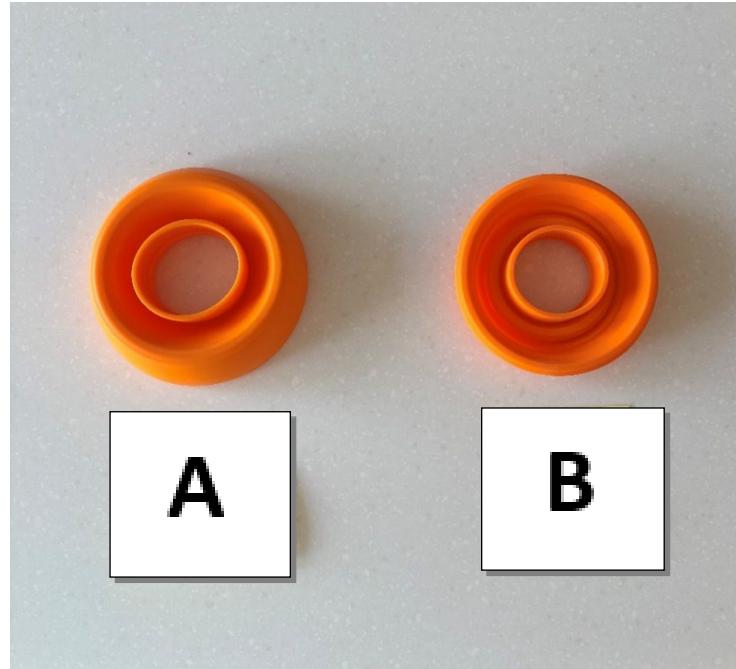
42. Every individual component of the INFRINGING PRODUCT has the same unique color scheme as its corresponding AIR TOOBZ counterpart, namely:

- a. 5 light green balls;
- b. 5 light blue balls;
- c. 5 red balls;
- d. 5 purple balls;
- e. 6 clear tubes;
- f. 6 translucent orange corner tubes;
- g. 12 opaque orange tube connectors;
- h. 1 opaque orange T-tube;
- i. 1 opaque orange funnel;
- j. 1 white fan unit with orange accents; and
- k. 1 black charging adapter.

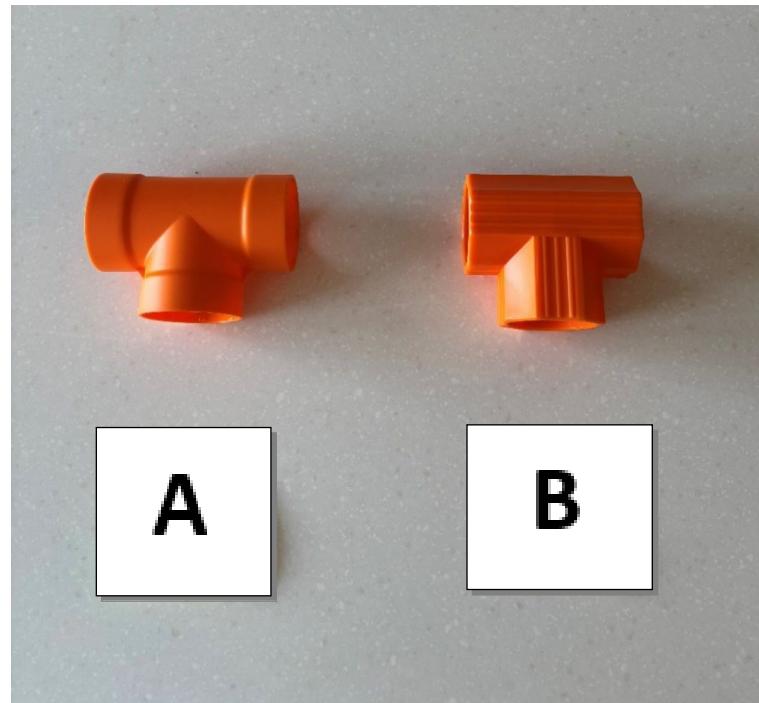
43. In addition, the size and shape of each of the products' components are similar, as pictured below. Notably, the INFRINGING PRODUCT's foam balls fit inside the AIR TOOBZ tubes, and can be used with the AIR TOOBZ.



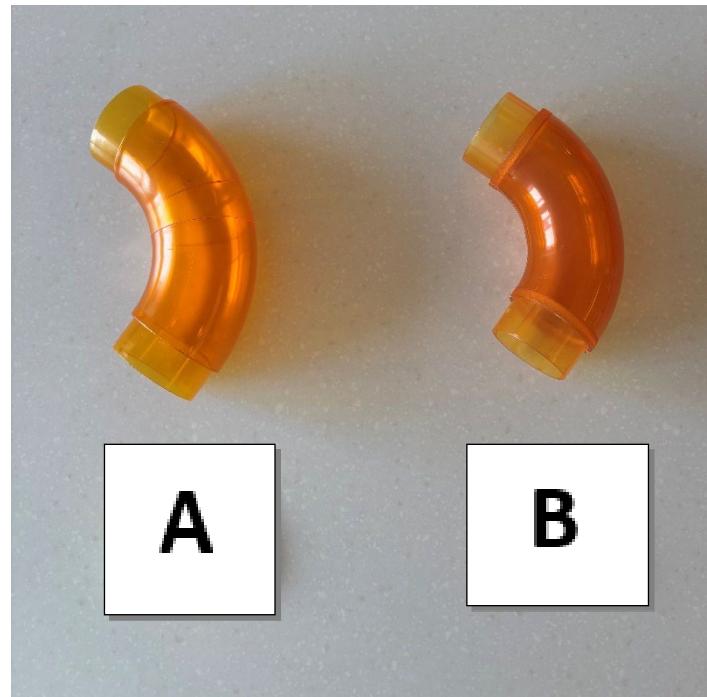
**FAT BRAIN'S AIR TOOBZ (A) vs. INFRINGING PRODUCT (B)
(LIGHT GREEN BALL)**



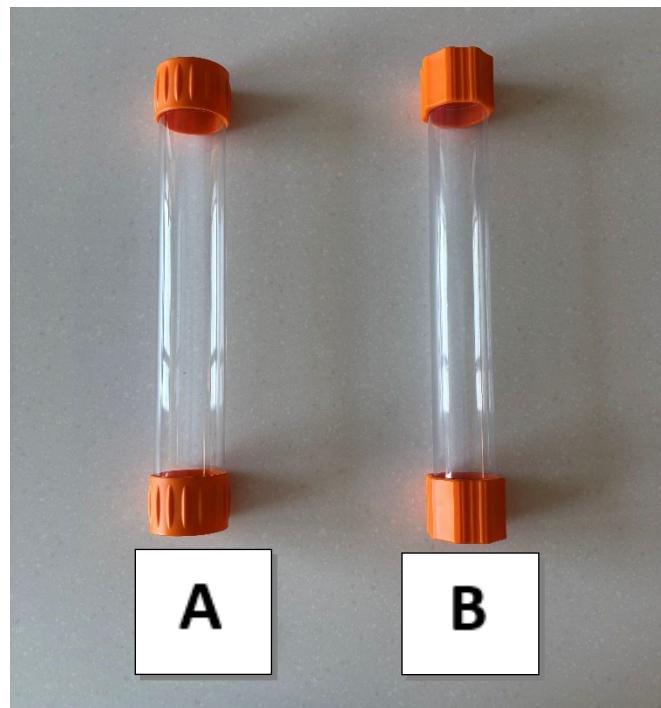
**FAT BRAIN'S AIR TOOYZ (A) vs. INFRINGING PRODUCT (B)
(OPAQUE ORANGE FUNNEL)**



**FAT BRAIN'S AIR TOOYZ (A) vs. INFRINGING PRODUCT (B)
(OPAQUE ORANGE T-TUBE)**

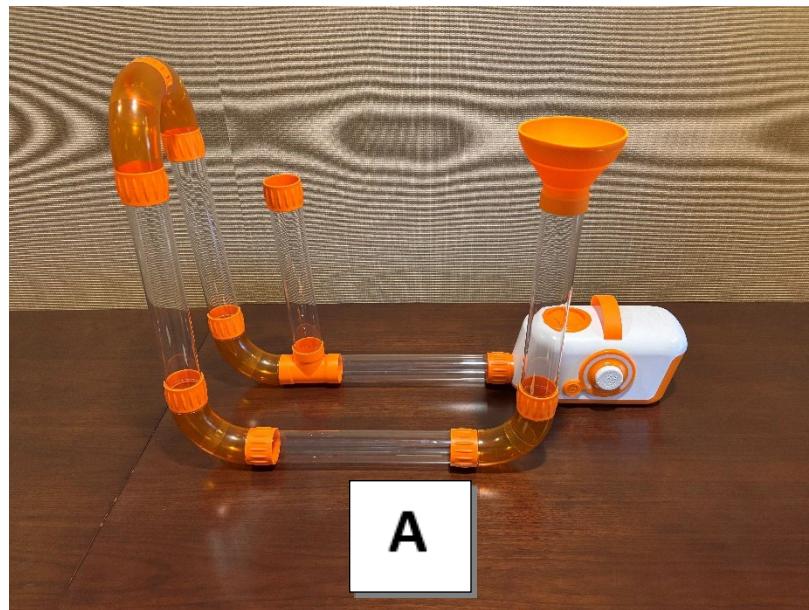


**FAT BRAIN'S AIR TOOZ (A) vs. INFRINGING PRODUCT (B)
(TRANSLUCENT ORANGE CORNER TUBE)**

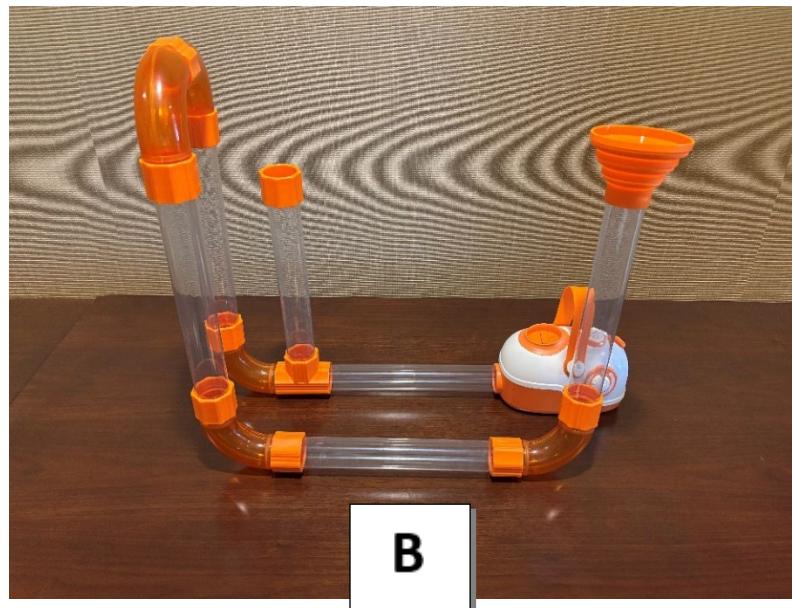


**FAT BRAIN'S AIR TOOZ (A) vs. INFRINGING PRODUCT (B)
(CLEAR TUBE WITH OPAQUE ORANGE TUBE CONNECTORS)**

44. Below are pictures of both products assembled in the same configuration.

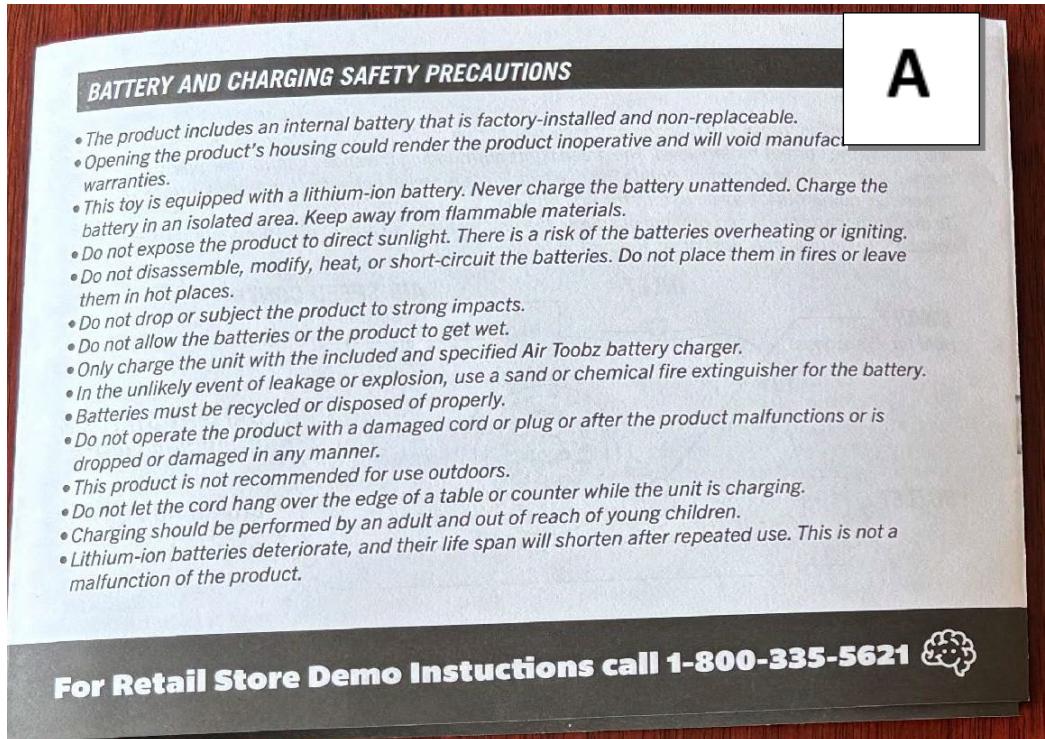


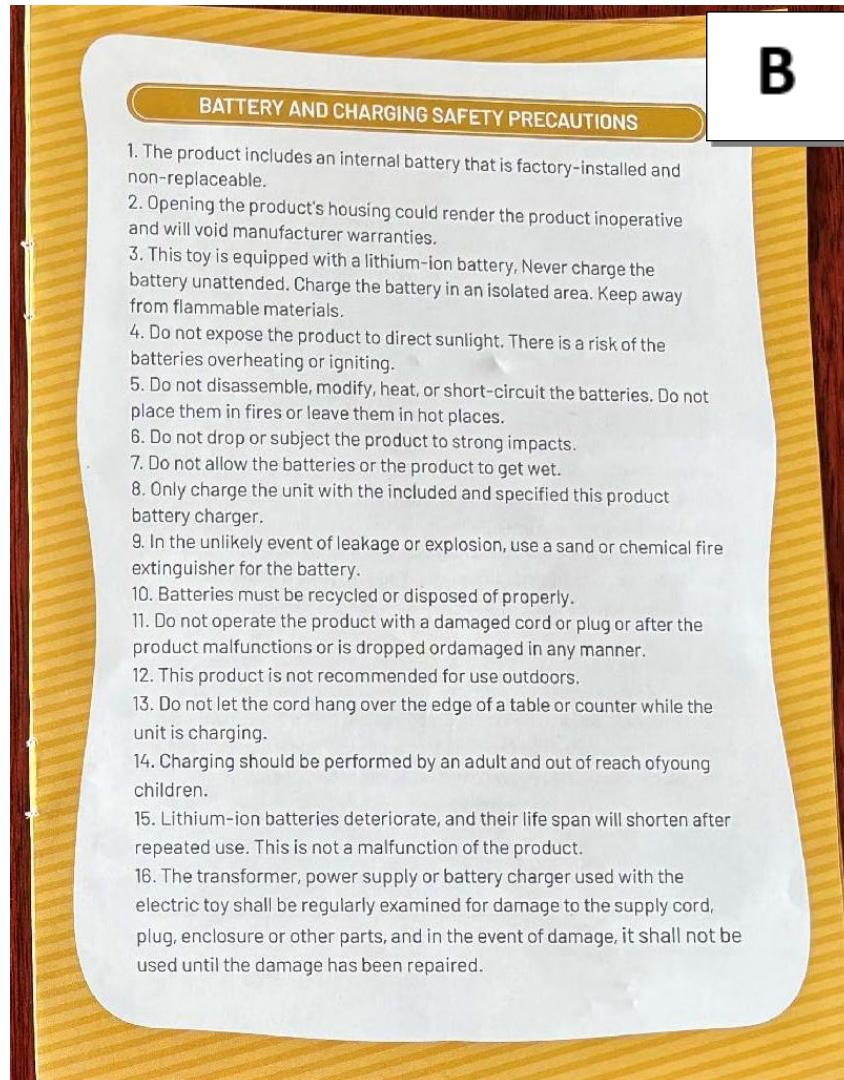
**FAT BRAIN'S AIR TOOBZ (A)
(ASSEMBLED COMPONENTS)**



**INFRINGING PRODUCT (B)
(ASSEMBLED COMPONENTS)**

45. Furthermore, the INFRINGING PRODUCT instruction manual copied the unique subtitles and specific instructions verbatim from the AIR TOOBZ instruction manual. Here is one of many examples:





INFRINGING PRODUCT (B) (INSTRUCTIONS)

46. The INFRINGING PRODUCT's packaging also describes the product as "Air-Powered STEM Building Toys". This description copied AIR TOOBZ's distinctive Slogan, "Air-Powered Play," by using the unique phrase "Air-Powered".

47. Defendants have no need to use the AIR TOOBZ Trade Dress or Slogan to describe or market the INFRINGING PRODUCT.

48. The striking similarity between the Parties' respective trade dresses and slogans, is likely to cause confusion with regard to the source of the INFRINGING PRODUCT. Thus, Defendants have been and continue to be engaged in acts that are injurious and deceptive to the public and have caused Plaintiff irreparable harm, and Defendants are likely to continue those unlawful, injurious and deceptive acts unless enjoined by this Court.

COUNT I
VIOLATION OF THE LANHAM ACT
FEDERAL UNFAIR COMPETITION 15 U.S.C. § 1125(a)(1)(A)

49. Plaintiff FAT BRAIN realleges and incorporates by reference paragraphs 1-48 of its Complaint as if fully set forth herein.

50. This Count is based on trade dress infringement in violation of 15 U.S.C. § 1125(a)(1)(A). Plaintiff has used and is currently using its AIR TOOBZ Trade Dress—specifically, the AIR TOOBZ Packaging and AIR TOOBZ Design—in commerce to identify its goods and services and to distinguish them from the goods and services of others.

51. Long after Plaintiff's first use of its AIR TOOBZ Trade Dress, Defendants began copying the AIR TOOBZ Trade Dress in commerce to identify Defendants' goods and to advertise Defendants' INFRINGING PRODUCT. Those unlawful acts of Defendants are likely to confuse, cause mistake, or deceive consumers that Defendants' services are authorized by, sponsored by or affiliated with Plaintiff, all in violation of 15 U.S.C. § 1125(a).

52. Defendants' violation of 15 U.S.C. § 1125(a) is willful and deliberate.

53. As a result of Defendants' willful and unlawful acts, Plaintiff has been, is now and will continue to be damaged and irreparably harmed and thus Plaintiff has no adequate remedy at law.

54. Defendants will continue such unlawful acts unless enjoined by this Court.

COUNT II
VIOLATION OF THE LANHAM ACT
FALSE ADVERTISING 15 U.S.C. § 1125(a)(1)(B)

55. Plaintiff FAT BRAIN realleges and incorporates by reference paragraphs 1-54 of its Complaint as if fully set forth herein.

56. This Count is based on false designation of origin, or false or misleading description or representation of fact, in violation of 15 U.S.C. § 1125(a)(1)(B). Plaintiff has used and is currently using its Slogan, “Air-Powered Play”, in commerce to identify its goods and services and to distinguish them from the goods and services of others.

57. Long after Plaintiff’s first use of its AIR TOOZ Slogan, Defendants began using the phrase “Air-Powered” from the AIR TOOZ Slogan, in commerce to identify their goods, the INFRINGING PRODUCT. The “Air-Powered” representation, made through use of the copied AIR TOOZ Slogan, is literally false or misleading and is material in that it is being relied upon by customers to induce purchases of Defendants’ INFRINGING PRODUCT in the false understanding that they are Plaintiff’s goods.

58. Defendants’ violation of 15 U.S.C. § 1125(a) is willful and deliberate.

59. As a result of Defendants’ willful and unlawful acts, Plaintiff has been, is now and will continue to be damaged and irreparably harmed and thus Plaintiff has no adequate remedy at law.

60. Defendants will continue such unlawful acts unless enjoined by this Court.

JURY DEMAND

Plaintiff hereby demands a jury trial on all matters and issues triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for an order and judgment:

A. that Defendants are liable for trade dress infringement relative to Plaintiff's AIR TOOBZ Trade Dress;

B. that Defendants are liable for false advertising relative to Plaintiff's AIR TOOBZ Slogan;

C. preliminarily and permanently restraining and enjoining Defendants, their directors, officers, agents, servants, attorneys, employees, parent, subsidiaries, affiliates, related companies, successors and assigns, and all other persons or entities in active concert and/or participation with them who receive notice, from any further infringement of said AIR TOOBZ Trade Dress or Slogan, including:

(1) reproducing, copying, counterfeiting, colorably imitating or otherwise using in any way in connection with Defendants' business without the consent of Plaintiff, the words or phrase "Air-Powered," exclusively or as a portion of any trade name, trademark, service mark or domain name, alone or in combination with any other words, symbols or marks on products similar to Plaintiff's AIR TOOBZ Trade Dress or Slogan;

(2) using in any way in connection with Defendants' business any other mark, designation or term so similar to Plaintiff's AIR TOOBZ Trade Dress or Slogan as to be likely to cause confusion, or to cause mistake, or to deceive;

(3) otherwise infringing Plaintiff's AIR TOOBZ Trade Dress or Slogan;

(4) injuring Plaintiff's business reputation and the goodwill associated with Plaintiff's AIR TOOBZ Trade Dress and Slogan, and from otherwise unfairly competing, directly or indirectly with Plaintiff; and

(5) causing a likelihood of confusion or misunderstanding as to source, sponsorship, association, affiliation, approval or certification with or by

plaintiff, or engaging in conduct tending to create a false commercial impression of Plaintiff's products or services or any other conduct that tends to pass off Defendants' products or services as those of Plaintiff or creates a likelihood of confusion or misunderstanding or false representation;

D. ordering that those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay.com or Amazon.com, shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of the INFRINGING PRODUCT;

E. ordering Defendants to account for and pay to Plaintiff its actual damages by reason of Defendants' infringement, unfair competition, and breach of contract, and to account for and pay over to Plaintiff all gains, profits and advantages derived by Defendants from their infringement and other unlawful acts, and such other damages as appear proper to the Court;

F. ordering Defendants to deliver up for destruction or show proof of such destruction, pursuant to 15 U.S.C. § 1118, all signs, prints, displays, advertisements, packaging, publications, literature, sales aids, promotional items, computer files (including but not limited to any text and/or images that are hosted on defendant's web site(s) or social media sites, or on any of defendant's computers or hard drives or other storage media) or any other materials in its possession or control or in the possession or control of its agents, that bear the AIR TOOZ Trade Dress or Slogan, alone or in combination with other words or terms or any mark or term confusingly similar to Plaintiff's AIR TOOZ Trade Dress and Slogan, including all means of making the same;

G. granting Plaintiff a judgment for punitive damages in an amount to be determined;

H. ordering Defendants to file in Court and to serve upon Plaintiff's counsel, within thirty (30) days after entry of the above injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with this injunction;

I. finding Defendants to have willfully infringed the AIR TOOBZ Trade Dress and Slogan, and awarding Plaintiff enhanced damages of three (3) times its compensatory damages for Defendants' willful infringement;

J. awarding Plaintiff pre-judgment and post-judgment interest;

K. finding this to be an "exceptional case" within the meaning of 15 U.S.C. § 1117 and awarding reasonable attorneys' fees to Plaintiff;

L. awarding costs to Plaintiff; and

M. granting Plaintiff such other and further relief as may be proper under the circumstances.

Dated: August 22, 2025

Respectfully submitted,

s/ Joseph M. Kuo
Joseph M. Kuo – ARDC No. 6216400
Megan Warshawsky – ARDC No. 6346527
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VERIFICATION

STATE OF NEBRASKA)

) ss.:

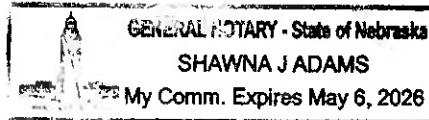
COUNTY OF Douglas)

Jeffrey Jackson, being duly sworn, deposes and says that I am the ERP of Fat Brain Toys, LLC in the case captioned *Fat Brain Toys, LLC v. the Partnerships and Unincorporated Associations Identified on Schedule "A"*, and I have authorized the filing of this Complaint. I have reviewed the allegations made in the Complaint, and to those allegations of which I have personal knowledge, I believe them to be true. As to those allegations of which I do not have personal knowledge, I rely on the personal knowledge of my colleagues, which I believe to be true.

Jeffrey Jackson ERP
Name and Title

Sworn to me this 21 day of August, 2025.

Shawna J. Adams 8/21/2025
Notary Public



CERTIFICATE OF SERVICE

I hereby certify that on August 22, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, and thereby caused it to be served on all counsel of record registered to receive such service.

/s/ Joseph M. Kuo