



1331 and 1338(a).

5. Upon information and belief, this Court has general personal jurisdiction over the BigMouth Defendants because they are either incorporated or organized in Indiana and they regularly conduct business in the State of Indiana, including in this District.

6. Venue for this action is proper in the Southern District of Indiana pursuant to 28 U.S.C. §§ 1391(b), (c) and 1400(b). Because the BigMouth Defendants are incorporated or organized in Indiana and have offices in this judicial district, they are residents of this judicial district.

### **FACTS COMMON TO ALL CLAIMS**

7. Covves sells high-quality inflatable pool toys under the “Kololo”, “#Floaty”, and “#GetFloaty” brand names.

8. Covves’ invented the giant unicorn pool float and popularized it worldwide as one of the most popular inflatable pool toys of 2016 and 2017. Covves’ “Giant Unicorn” float has a unique patented design, which is protected by United States Patent Number D787,617.

9. Covves also sells a popular “Mini Unicorn Cup Holder” with a unique design protected by United States Patent Number D783,370.

10. United States Patent Number D787,617 (the “D’617” patent) is titled “Inflatable Toy” and was filed on August 24, 2015, and was duly and validly issued by the United States Patent and Trademark Office on May 23, 2017. A true and correct copy of the D’617 patent is attached to and incorporated herein as **Exhibit 1**.

11. United States Patent Number D783,370 (the “D’370” patent) is titled “Inflatable Beverage Holder” and was filed on November 8, 2016, and was duly and validly issued by the United States Patent and Trademark Office on April 11, 2017. A true and correct copy of the D’370 patent is attached and incorporated herein as **Exhibit 2**.

12. Covves is the owner by assignment of all right, title, and interest in the D’617 patent and the D’370 patent (collectively, the “Patents-in-Suit”), including all rights to sue and collect for past, present, and future damages.

13. Adult-sized unicorn floats and mini cupholder unicorn floats did not exist before Covves invented and popularized them.

14. Covves practices both of the Patents-in-Suit domestically and worldwide, selling products embodying the patents from various channels including its website (<https://kololo.co/>), wholesale (<https://www.floatywholesale.com/>), and from online retailers, including Amazon.com ([https://www.amazon.com/FLOATY/b/ref=bl\\_dp\\_s\\_web\\_14394022011?ie=UTF8&node=14394022011&field-lbr\\_brands\\_browse-bin=FLOATY](https://www.amazon.com/FLOATY/b/ref=bl_dp_s_web_14394022011?ie=UTF8&node=14394022011&field-lbr_brands_browse-bin=FLOATY)).

15. Covves has over 35,000 followers on its Instagram (<https://www.instagram.com/kololo.co/?hl=en>), which primarily consists of photographs of products that embody the Patents-in-Suit.

16. Covves' unicorn floats embodying the Patents-in-Suit have been featured on *The Today Show*, *Vogue*, *Elite Daily*, *PopSugar*, and *Harper's Bazaar*, among many other outlets.

17. Covves has a history of arms-length licensing deals with third parties, licensing the unicorn pool floats for \$10.00 per float and the unicorn cupholders for \$1.00 per cupholder.

18. Since inventing the "Giant Unicorn" float and "Mini Unicorn Cup Holder," Covves has expended substantial amounts of money, time, and effort to advertise and promote these unique inflatable unicorn products. Covves' efforts to promote these products includes national advertising campaigns, promotions on social media sites such as Instagram, trade shows, promotions with retailers, and promotions at high-profile events.

19. Because of Covves' extensive promotion of the distinct appearance of its "Giant Unicorn" float and "Mini Unicorn Cup Holder," consumers and others familiar with the inflatable toy industry are easily able to identify such products as originating from Covves.

20. The unique, iconic and inherently distinctive overall appearance of Covves' "Giant Unicorn" includes the elongated neck coming out of the raft and the design of the unicorn's head, which has a straight horn, two pointed ears, and a mane that juts out of the back of the head. Specifically, the mane begins behind the horn and rests atop the head and neck between

the pointed ears. A tail is affixed to the rear of the raft body, and that tail is in the shape of an “S” curve. A picture of Covves’ ‘Giant Unicorn’ is shown below. The overall design of Covves’ “Giant Unicorn” is referred to herein as the “Giant Unicorn Trade Dress.”

21. All features that constitute the Giant Unicorn Trade Dress are nonfunctional, in that



they serve a decorative and aesthetic purpose and are not required to exist in this design in order for this product to be used for its intended purpose, which is to float in water. This nonfunctionality is further demonstrated by the existence in the marketplace of numerous pool floats, including numerous unicorn-themed floats, with completely different designs than the Giant Unicorn Trade Dress.

22. Covves’ Mini Unicorn Cup Holder is also protected trade dress. The unique, iconic and inherently distinctive overall appearance of Covves’ “Mini Unicorn Cup Holder” includes the elongated neck coming out of the cupholder and the design of the unicorn’s head, which has a straight horn, two pointed ears, and a mane that juts out of the back of the head. Specifically, the mane begins behind the horn and rests atop the head and neck between the pointed ears. A tail is affixed to the rear of the cupholder, and that tail is in the shape of an “S” curve. A picture of Covves’ “Mini Unicorn Cup Holder” is shown below. The overall design of Covves’ “Mini Unicorn Cup Holder” is referred to herein as the “Mini Unicorn Cup Holder Trade Dress.”



23. All features that constitute the Mini Unicorn Cup Holder are nonfunctional, in that they serve a decorative and aesthetic purpose and are not required to exist in this design in order for this product to be used for its intended purpose, which is to hold a cup and float in water. This nonfunctionality is further demonstrated by the existence in the marketplace of numerous inflatable cupholder products that have completely different designs than the Mini Unicorn Cup Holder Trade Dress.

24. Long before the acts of the BigMouth Defendants described in this Complaint, Covves has extensively advertised and promoted its Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress. As a result of Covves' care and skill in cultivating the unique appearances of its Giant Unicorn and Mini Unicorn Cup Holder, as well as Covves' extensive advertising, promotion, and sales of these products, Covves' Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress have acquired valuable reputations.

25. The public recognizes the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress as being associated exclusively with Covves. The Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress have acquired significant celebrity and symbolize the

goodwill that Covves has built by selling high-quality inflatable toys. By way of example, Covves' Instagram page, #getfloaty, demonstrates that thousands of customers associate Covves with its Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress and have posted pictures of themselves with these iconic products. *See* <https://www.instagram.com/explore/tags/getfloaty/>.

26. In addition to extensively advertising and promoting its Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress, Covves has also spent considerable money, time and effort enforcing its trade dress rights against would-be competitors who attempt to sell knockoffs of the Giant Unicorn and Mini Unicorn Cup Holder, including prosecuting lawsuits and sending cease-and-desist letters.

27. For the foregoing reasons, the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress have acquired secondary meaning. The identifying appearance of the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress are the protectable property of Covves.

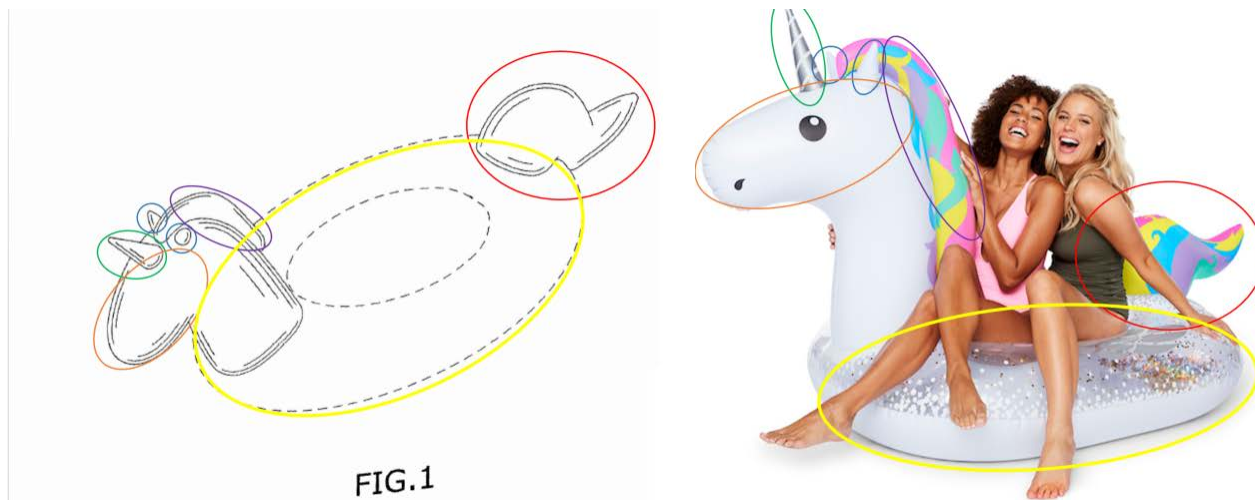
**BIGMOUTH DEFENDANTS' WILLFUL PATENT AND TRADE DRESS  
INFRINGEMENT**

28. Attempting to capitalize on Covves' hard work, intellectual property, and success, and without compensating Covves or obtaining a license, BigMouth Defendants illegally and willfully misappropriated the patented design and trade dress of Covves' Giant Unicorn to create an imitation unicorn pool float, which is sold under various names including: "Giant Unicorn Pool Float", "Giant Sparkly Unicorn Pool Float", and "Sparkles The Unicorn Lil' Float" (collectively, the "BigMouth Giant Unicorn Floats").

29. The BigMouth Giant Unicorn Floats can be found for sale online at the following links: <https://www.bigmouthinc.com/products/giant-unicorn-pool-float-3/>, <https://www.bigmouthinc.com/products/giant-unicorn-pool-float-2/>, and <https://www.bigmouthinc.com/products/sparkles-the-unicorn-lil-float/>.



30. A side-by-side comparison shown below reveals that BigMouth Defendants misappropriated Plaintiff's patented unicorn float designs (D'617) with their BigMouth Giant Unicorn Floats.



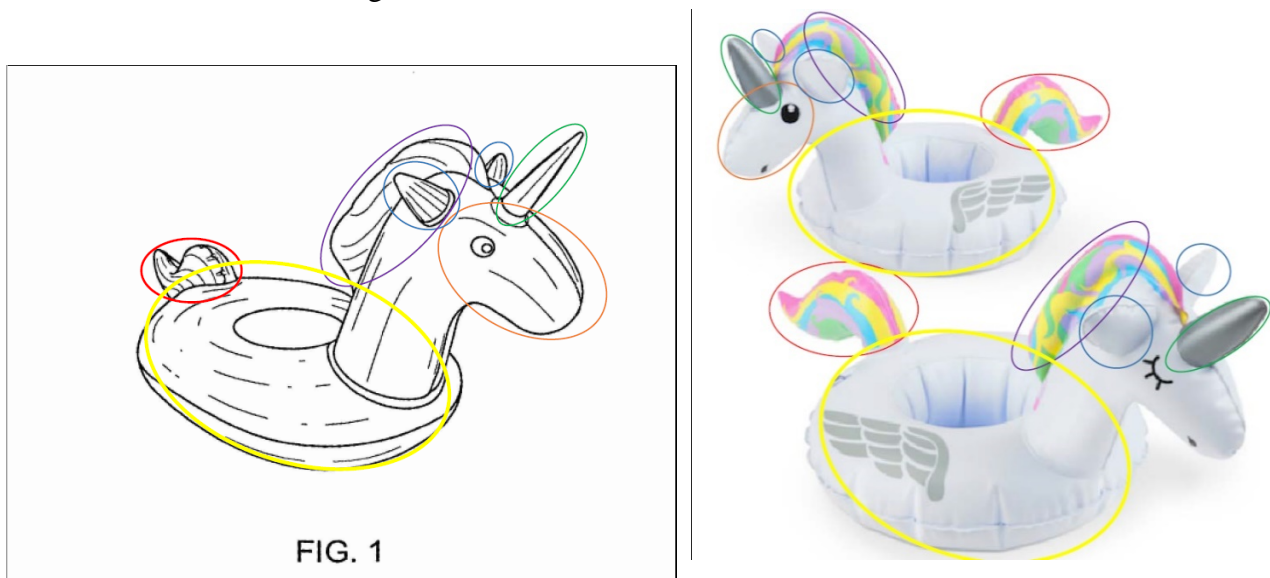
31. The image above is demonstrative of the similarity. Both feature a raft body with an elongated neck. Atop the neck rests a head affixed with a horn, two pointed ears, and a mane. The mane begins behind the horn and rests atop the head and neck between the pointed ears. A tail is affixed to the rear of the raft body. Although there are countless embodiments BigMouth Defendants could have employed—for example, non-pointed ears, a curved horn, a spiked mane, a tail of any different shape, etc.—BigMouth Defendants instead copied Covves' patented design and trade dress nearly identically.

32. Pictured below is Plaintiff's "Giant Unicorn" product (left) and one of BigMouth Defendants' "Giant Unicorn Floats" (right):



33. BigMouth Defendants also illegally misappropriated the patented design and trade dress of Covves' Mini Unicorn Cup Holder to create an imitation unicorn beverage holder, which is sold under the name "Unicorn Beverage Boats." The BigMouth Unicorn Beverage Boats can be found on sale here: <https://www.bigmouthinc.com/products/unicorn-beverage-boats-2/>

34. A side-by-side comparison shown below reveals that BigMouth Defendants misappropriated Plaintiff's trade dress and patented design of the Mini Unicorn Cup Holder with their Unicorn Beverage Boats.



35. The image above is demonstrative of the similarity. Both feature a rounded body with a rounded empty space in the center. Affixed to the body is an elongated neck. Atop the neck rests a head affixed with a horn, two pointed ears, and a mane. The mane begins behind the horn and rests atop the head and neck. The eye is comprised of a black circle, containing a smaller white circle. A tail is affixed to the rear of the rounded body. Although there are countless embodiments BigMouth Defendants could have employed—for example, non-pointed ears, a curved horn, a spiked mane, a tail of any different shape, etc.—BigMouth Defendants instead copied Covves' patented design and trade dress nearly identically.

36. Below is a side-by-side of Plaintiff's "Mini Unicorn Cupholder" product (left) and



BigMouth Defendants' "Unicorn Beverage Boat" product (right):



37. A claim chart comparing both of the Patents-in-Suit to BigMouth Defendants' Giant Unicorn Floats and Unicorn Beverage Boat (collectively, the "Infringing Products") is attached as **Exhibit 3**.

38. The designs of the Infringing Products are substantially the same as the Patents-in-Suit such as to deceive an ordinary observer into inducing him or her to purchase BigMouth Defendants' Infringing Products supposing them to be Plaintiff's.

39. Moreover, the substantial similarity between the BigMouth Defendants' Infringing Products and Covves' Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress is likely to cause consumer confusion.

40. BigMouth Defendants' conduct in making, using, selling, offering to sell and/or importing the Infringing Products directly infringes the D'617 and D'370 patents. The foregoing conduct also infringes Covves' rights in the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress.

41. BigMouth Defendants' infringement of Covves' trade dress in the Giant Unicorn and Mini Unicorn Cup Holder is willful. Upon information and belief, the BigMouth Defendants

knew of Covves' hard-earned goodwill in its Giant Unicorn and Mini Unicorn Cup Holder but chose to adopt a confusingly similar appearance for their Infringing Products to capitalize on the popularity of these products. Accordingly, BigMouth Defendants' infringement of Covves' Giant Unicorn trade dress and Mini Unicorn Cup Holder trade dress is willful, and this action is an exceptional case.

42. BigMouth Defendants' infringement of the Patents-in-Suit was also willful, as BigMouth Defendants sold the Infringing Products, despite actual knowledge of Covves' rights in the D'617 and D'370 Patents. Prior to the filing of this Complaint, Covves provided BigMouth Defendants copies of the D'617 and D'370 patents during discussions regarding the enforcement of the D'370 Patent against BigMouth Defendants' infringing Unicorn Beverage Boats on Amazon.com.

43. BigMouth Defendants' attorney emailed Plaintiff's counsel on March 22, 2018, regarding the removal of the infringing listing on Amazon.com. A true and correct copy of the emails between Plaintiff's counsel and counsel for BigMouth Defendants is attached and incorporated herein as **Exhibits 4 and 5**.

44. In response, Plaintiff sent BigMouth Defendants copies of the Patents-in-Suit and informed BigMouth Defendants that their Infringing Products "infringe[] [Plaintiff's] design patents filed in 2015 and 2016" and that "Covves created the unicorn float and the unicorn cupholder and registered the IP to protect it. [BigMouth Defendants] blatantly copied it and competes with a cloned product."

45. Accordingly, BigMouth Defendants have had actual knowledge of Plaintiff's Patents-In-Suit since, at the very latest, March 22, 2018.

46. Nevertheless, BigMouth Defendants have since re-listed the Unicorn Beverage Boat on Amazon but removed "unicorn" from the title in order to avoid detection.

47. To this day, BigMouth Defendants continue to sell their infringing products in blatant disregard of Covves' patents and of Covves' March 2018 notice that BigMouth Defendants are infringing.

48. Covves applied for the D'617 patent on August 24, 2015 and the D'370 patent on November 8, 2016. The D'370 patent was issued on April 11, 2017, and the D'617 patent was issued a month later on May 23, 2017.

49. By contrast, a record of BigMouth Defendants' website, [www.bigmouthinc.com](http://www.bigmouthinc.com), captured by the Internet Archive Wayback Machine, shows that BigMouth Defendants were not selling their Infringing Products as of November 26, 2017, which is long after the issuance dates of the Patents-in-Suit.

50. Similarly, the Unicorn Beverage Boat did not appear on BigMouth Defendants' Instagram page until March 12, 2018, and none of the BigMouth Unicorn Floats appeared on BigMouth Defendants' Instagram page until April 9, 2018.

51. Therefore, based on the foregoing public records and on information and belief, BigMouth Defendants began selling their Infringing Products online *after* they received notice of Covves' Patents-in-Suit on March 22, 2018, and long *after* Plaintiff's Mini Unicorn Cupholder first appeared on Covves' website on August 17, 2016.

52. BigMouth Defendants have actual knowledge of the Patents-in-Suit and know or should know that their Infringing Products and their conduct in relation to the Infringing Products infringe the Patents-in-Suit. Accordingly, BigMouth Defendants' infringement is and has been willful, wanton, malicious, bad-faith, deliberate, consciously wrongful, made with reckless disregard, and/or flagrant.

53. In addition, BigMouth Defendants have actively induced numerous retailers to sell, offer for sale, advertise, promote and distribute their Infringing Products. The retailers that BigMouth Defendants have induced to sell their Infringing Products include the following:

- The Funtrepreneur: <https://alwaysfits.com/products/giant-glitter-magical-unicorn-pool-float>
- Dillards: [https://www.dillards.com/p/bigmouth-inc.-unicorn-pool-float/507916390?di=05329766\\_zi\\_multi&categoryId=-10005&facetCache=pageSize%3D96%26beginIndex%3D0%26orderBy%3D1](https://www.dillards.com/p/bigmouth-inc.-unicorn-pool-float/507916390?di=05329766_zi_multi&categoryId=-10005&facetCache=pageSize%3D96%26beginIndex%3D0%26orderBy%3D1)

- Kohl's: <https://www.kohls.com/product/prd-3207539/bigmouth-inc-3-pack-1-bonus-beverage-boats.jsp?color=Unicorn&prdPV=2>
- Perpetual Kid: <https://www.perpetualkid.com/magical-winged-rainbow-unicorn-floating-beverage-boats/> and <https://www.perpetualkid.com/giant-sparkly-glitter-unicorn-pool-float-big-mouth/>
- Saks Fifth Avenue: [https://m.saksoff5th.com/pd.jsp?PRODUCT%3C%3Eprd\\_id=845524442483429&site\\_refer=CSE\\_GGLPRADS001\\_OFF&gclid=EAIAIQobChMIicHDn-vZ3QIVmNdkCh0SgABJEAQYAyABEgKl-fD\\_BwE&gclsrc=aw.ds&productCode=0400098769236](https://m.saksoff5th.com/pd.jsp?PRODUCT%3C%3Eprd_id=845524442483429&site_refer=CSE_GGLPRADS001_OFF&gclid=EAIAIQobChMIicHDn-vZ3QIVmNdkCh0SgABJEAQYAyABEgKl-fD_BwE&gclsrc=aw.ds&productCode=0400098769236)
- Scheels: <https://www.scheels.com/p/bigmouth-glitter-unicorn-pool-float/718856-BMPF.html>
- Target: <https://www.target.com/p/big-mouth-toys-unicorn-pool-float-white/-/A-52990127>  
And: <https://www.target.com/p/big-mouth-toys-unicorn-lil-float-white/-/A-52990064>  
And: <https://www.target.com/p/big-mouth-toys-unicorn-beverage-boatswhite-3pk/-/A-52990144>
- West Marine: <https://www.westmarine.com/buy/big-mouth--giant-unicorn-pool-float--19276674>
- Tilly's: <https://www.tillys.com/product/bigmouth-inc.-2-pack-inflatable-unicorn-beverage-boats/323236957.html>
- Nordstrom: <https://shop.nordstrom.com/s/bigmouth-inc-unicorn-pool-float/4985852>
- Express: <https://www.express.com/clothing/women/bigmouth-inc-sparkly-unicorn-pool-float/pro/01167422/>
- Zulily: [https://www.zulily.com/p/unicorn-beverage-boat-set-of-two-5675-54293873.html?search\\_pos=83&search\\_page=2&fromSearch=true](https://www.zulily.com/p/unicorn-beverage-boat-set-of-two-5675-54293873.html?search_pos=83&search_page=2&fromSearch=true)

Representative screenshots from the foregoing links are included as **Exhibit 6**.

**FIRST CLAIM FOR RELIEF**

**(Infringement of US. Patent No. D787,617)**

54. Covves repeats and realleges the allegations of the foregoing Paragraphs as if fully set forth herein.

55. Covves is the owner of the D'617 patent.

56. BigMouth Defendants have directly infringed and are still infringing the D'617 patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by selling and/or offering to sell and/or importing into the United States the "Giant Unicorn Pool Float", the "Giant Sparkly Unicorn Pool Float", the "Sparkles The Unicorn Lil' Float", and the "Unicorn Beverage Boats", each of which embody the design covered by the D'617 patent.

57. In addition, BigMouth Defendants have infringed and are still infringing the D'617 patent in this country, through, *inter alia*, their active inducement of others, including the retailers identified in paragraph 53, to sell products that embody the designed covered by the D'617 patent. This conduct constitutes infringement under 35 U.S.C. § 271(b).

58. BigMouth Defendants' infringement is and has been willful, as BigMouth Defendants have known that Covves is the owner of the D'617 patent since at least March 22, 2018 but intentionally and consciously proceeded to sell the Infringing Products and induce retailers to sell, advertise, and distribute the Infringing Products.

59. Covves has been damaged, in an amount to be determined, as a direct and proximate result of BigMouth Defendants' willful infringement of the D'617 patent.

**SECOND CLAIM FOR RELIEF**

**(Infringement of U.S. Patent No. D783,370)**

60. Covves repeats and realleges the allegations of the foregoing Paragraphs as if fully set forth herein.

61. BigMouth Defendants have directly infringed the D'370 patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by selling and/or offering to sell and/or importing into the United States the "Giant Unicorn Pool Float", the "Giant Sparkly Unicorn

Pool Float”, the “Sparkles The Unicorn Lil’ Float”, and the “Unicorn Beverage Boats”, each of embody the design covered by the D’370 patent.

62. In addition, BigMouth Defendants have infringed and are still infringing the D’370 patent in this country, through, *inter alia*, their active inducement of others, including the retailers identified in Paragraph 53, to sell products that embody the designed covered by the D’370 patent. This conduct constitutes infringement under 35 U.S.C. § 271(b).

63. BigMouth Defendants’ infringement is and has been willful, as BigMouth Defendants have known that Covves is the owner of the D’370 patent since at least March 22, 2018 but intentionally and consciously decided to sell the Infringing Products and induce retailers to sell, advertise, and distribute the Infringing Products.

64. Covves has been damaged, in an amount to be determined, as a direct and proximate result of BigMouth Defendants’ willful infringement of the D’370 patent.

### **THIRD CLAIM FOR RELIEF**

#### **(Infringement of Covves’ Giant Unicorn Trade Dress, 15 U.S.C. § 1125)**

65. Covves repeats and realleges the allegations of the foregoing Paragraphs as if fully set forth herein.

66. BigMouth Defendants intentionally adopted and are using in commerce in connection with the advertising, promotion and sale of the Infringing Products, including “Giant Unicorn Pool Float”, the “Giant Sparkly Unicorn Pool Float”, and the “Sparkles The Unicorn Lil’ Float”, an overall product appearance that is intended by BigMouth Defendants to be substantially similar to, and a colorable imitation of, Covves’ distinctive Giant Unicorn trade dress.

67. BigMouth Defendants’ unlawful adoption and use, in commerce, of such a colorable imitation of Covves’ Giant Unicorn trade dress without the authorization of Covves are likely to cause confusion, to cause mistake and/or to deceive consumers as to the affiliation, connection or association of BigMouth Defendants with Covves or as to the origin, sponsorship or approval of BigMouth Defendants’ goods with Covves’ goods.



68. Through the promotion, advertising and sale of such a confusingly similar unicorn float, BigMouth Defendants have unlawfully simulated, appropriated and infringed Covves' rights and its proprietary trade dress. Such conduct and appropriation constitute a false description or representation of Covves' products or a false designation of origin, in violation of 15 U.S.C. § 1125(a).

69. BigMouth Defendants' conduct and its false representations of genuineness have injured and will injure Covves by diversion of Covves goodwill and sales to BigMouth Defendants, and by diminishing and destroying Covves' goodwill and reputation. Covves seeks damages in such sum as may be proved at the time of trial in a sum equal to that received by BigMouth Defendants and those sums lost by Covves as a result of such conduct and actions.

**FOURTH CLAIM FOR RELIEF**

**(Infringement of Covves' Mini Unicorn Cup Holder Trade Dress, 15 U.S.C. § 1125)**

70. Covves repeats and realleges the allegations of the foregoing Paragraphs as if fully set forth herein.

71. BigMouth Defendants intentionally adopted and are using in commerce, in connection with the advertising, promotion and sale of their Unicorn Beverage Boats, an overall product appearance that is intended by BigMouth Defendants to be substantially similar to, and a colorable imitation of, Covves' distinctive Mini Unicorn Cup Holder trade dress.

72. BigMouth Defendants' unlawful adoption and use, in commerce, of such a colorable imitation of Covves' Mini Unicorn Cup Holder trade dress without the authorization of Covves are likely to cause confusion, to cause mistake and/or to deceive consumers as to the affiliation, connection or association of BigMouth Defendants with Covves or as to the origin, sponsorship or approval of BigMouth Defendants' goods with Covves' goods.

73. Through the promotion, advertising and sale of such a confusingly similar unicorn cup holder, BigMouth Defendants have unlawfully simulated, appropriated and infringed Covves' rights and its proprietary trade dress. Such conduct and appropriation constitute a false

description or representation of Covves' products or a false designation of origin, in violation of 15 U.S.C. § 1125(a).

74. BigMouth Defendants' conduct and its false representations of genuineness have injured and will injure Covves by diversion of Covves goodwill and sales to BigMouth Defendants, and by diminishing and destroying Covves' goodwill and reputation. Covves seeks damages in such sum as may be proved at the time of trial in a sum equal to that received by BigMouth Defendants and those sums lost by Covves as a result of such conduct and actions.

**PRAYER FOR RELIEF**

WHEREFORE, Covves respectfully requests the Court to enter judgment in favor of Covves and against BigMouth Defendants as to all claims asserted herein as follows:

- A. Granting a judgment that BigMouth Defendants have infringed the Patents-in-Suit;
- B. Granting a judgment that BigMouth Defendants have infringed Covves' rights in the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress;
- C. An order and judgment permanently enjoining BigMouth Defendants and their officers, directors, agents, servants, employees, affiliates, attorneys, and all others acting in privity or in concert with them, and their parents, subsidiaries, divisions, successors and assigns, from further acts of infringement of the asserted design patents;
- D. An order and judgment permanently enjoining BigMouth Defendants and their officers, directors, agents, servants, employees, affiliates, attorneys, and all others acting in privity or in concert with them, and their parents, subsidiaries, divisions, successors and assigns, from further acts of infringement of Covves' rights in the Giant Unicorn Trade Dress and Mini Unicorn Cup Holder Trade Dress;
- E. An accounting of BigMouth Defendants' profits from their infringement of Covves' design patents;
- F. An accounting of BigMouth Defendants' profits received from the sale of products

bearing a trade dress that is identical or confusingly similar to Covves' Giant Unicorn trade dress and Mini Unicorn Cup Holder trade dress;

- G. An order for BigMouth Defendants to deliver to this Court for destruction, pursuant to 15 U.S.C. § 1118, products in its possession bearing a trade dress that is identical or substantially similar to Covves' Giant Unicorn trade dress and Mini Unicorn Cup Holder trade dress or any reproduction, counterfeit, copy or colorable imitation thereof, and be required to recall all products or packaging bearing a trade dress that is identical or substantially similar to Covves' Giant Unicorn trade dress and Mini Unicorn Cup Holder trade dress from BigMouth Defendants' customers and refund any monies paid for such products to its customers;
- H. A judgment awarding Plaintiff BigMouth Defendants' total profits pursuant to 35 U.S.C. § 289;
- I. An order for BigMouth Defendants to pay Covves' actual damages adequate to compensate for the infringement of Covves' design patents in the form of a reasonable royalty for the use made of the patented inventions by BigMouth Defendants, together with pre-judgment and post judgment interest and costs, in accordance with 35 U.S.C. § 284;
- J. An order for BigMouth Defendants to pay Covves' actual damages adequate to compensate for the infringement of Covves' Giant Unicorn trade dress and Mini Unicorn Cup Holder trade dress, including, but not limited to, the reasonable value of the use of Covves' Unicorn trade dress and Mini Unicorn Cup Holder trade dress, and that, in view of the flagrant and deliberate character of such infringement and unfair competition, such damages be trebled;
- K. Granting a judgment that BigMouth Defendants' patent infringement was willful and ordering BigMouth Defendants to pay to Covves increased damages of three times the compensatory damages, in accordance with 35 U.S.C. § 284;
- L. Granting a judgment that this case is exceptional under 35 U.S.C. § 285 due to

BigMouth Defendants' willful patent infringement and ordering BigMouth Defendants to pay to Covves its reasonable attorney fees incurred in this action;

M. Awarding Covves' reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1117(a);  
and

N. Granting Covves such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38 Covves demands a trial by jury on all issues so triable.

DATED: October 26, 2018

By: /s/ Stephen C. McArthur  
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