

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

TROVE BRANDS, LLC d/b/a BLENDER BOTTLE COMPANY, a Utah limited liability company, and RUNWAY BLUE, LLC, a Utah limited liability company, Plaintiffs, v. SOLIGT, INC., a New York corporation, and Qifeng Song Defendants.	Case No. 1:23-cv-1196 (MAD/DJS) COMPLAINT FOR PATENT INFRINGEMENT, TRADE DRESS INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, AND UNFAIR COMPETITION JURY DEMANDED
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COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Trove Brands, LLC, d/b/a BlenderBottle Company (“Trove”) and Runway Blue, LLC (“Runway Blue”) (collectively, “Plaintiffs” or “BlenderBottle®”) hereby complains of Soligt, Inc. (“Soligt”), and Qifeng Song (“Mr. Song”) (collectively, the “Defendants”) and alleges as follows:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the claims in this action that relate to patent infringement and trade dress infringement, false designation of origin, and federal unfair competition pursuant to 35 U.S.C. §§ 271 and 281, 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. §§ 1114, 1116, 1121(a), and 1125(a), as these claims arise under the laws of the United States. The Court has supplemental jurisdiction over the claims that arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a) because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. On information and belief, this Court has personal jurisdiction over Soligt because Soligt is incorporated in New York, is domiciled in this judicial district, and has a continuous, systematic, and substantial presence within this judicial district. For example, on information and belief, Soligt has been selling and offering for sale infringing products in this judicial district, and committing acts of infringement in this judicial district, including but not limited to, selling infringing products to consumers and/or retailers in this district and selling into the stream of commerce knowing such products would be sold in New York and this district. These acts form a substantial part of the events or omissions giving rise to BlenderBottle®'s claims.

3. On information and belief, this Court has personal jurisdiction over Mr. Song because Mr. Song is domiciled in this judicial district and has a continuous, systematic, and substantial presence within this judicial district. For example, on information and belief, Mr. Song has served as the Chief Executive Officer of Soligt, which has been selling and offering for sale infringing products in this judicial district, and committing acts of infringement in this judicial district, including but not limited to, selling infringing products to consumers and/or retailers in this district and selling into the stream of commerce knowing such products would be sold in New York and this district. These acts form a substantial part of the events or omissions giving rise to BlenderBottle®'s claims.

4. On information and belief, venue is proper in this District for the claims of patent infringement under 28 U.S.C. § 1400(b) as to Soligt because Soligt is incorporated in New York, has a regular and established place of business in Kingston, New York, which is within this judicial district, and has committed acts of infringement within this judicial district.

5. On information and belief, venue is proper in this District for the claims of patent infringement under 28 U.S.C. § 1400(b) as to Mr. Song because Mr. Song maintains a personal presence in Kingston, New York, which is within this judicial district, exercises a sufficient degree of

ownership and control over Soligt to impute its residence to Mr. Song, and has committed acts of infringement in both his official and individual capacity within this judicial district.

6. Upon information and belief, venue is proper for in this judicial district for all other claims other than patent infringement under 28 U.S.C. § 1391(b) as to Soligt because Soligt is incorporated in New York and resides in this judicial district by virtue of doing business within this judicial district and because a substantial part of the events giving rise to BlenderBottle®'s claims occurred in this judicial district.

7. Upon information and belief, venue is proper for in this judicial district for all other claims other than patent infringement under 28 U.S.C. § 1391(b) as to Mr. Song because Mr. Song resides in this judicial district, both through his personal residence and by virtue of doing business within this judicial district, and because a substantial part of the events giving rise to BlenderBottle®'s claims occurred in this judicial district.

THE PARTIES

8. Plaintiff Trove Brands, LLC doing business as the BlenderBottle Company is a limited liability company organized and existing under the laws of the State of Utah, with its principal place of business located at 250 South 850 East, Lehi, Utah 84043.

9. Plaintiff Runway Blue, LLC is a limited liability company organized and existing under the laws of the State of Utah, with its principal place of business located at 35 South Pfeifferhorn Drive, Alpine, UT 84004.

10. BlenderBottle® is informed and believes, and based thereon, alleges that Defendant Soligt, Inc. is a New York corporation with a principal place of business at 72 Elizabeth St, Kingston, NY 12401.

11. BlenderBottle® is informed and believes, and based thereon, alleges that Defendant Qifeng Song is the Chief Executive Officer of Soligt, and resides at 72 Elizabeth St, Kingston, NY 12401.

GENERAL ALLEGATIONS

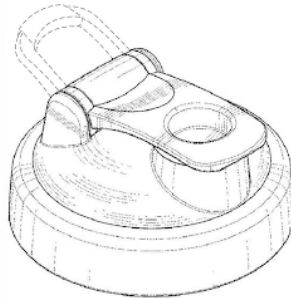
12. BlenderBottle® revolutionized the way dietary supplements are mixed and consumed. Through the tireless efforts of its designers and engineers over nearly two decades, BlenderBottle® has pioneered innovative technology and path-breaking designs to create premium products that help simplify everyday life. Available in more than 90 countries worldwide and in over 60,000 retail locations, BlenderBottle®'s shakers have become the go-to products for outdoor enthusiasts, gym goers, serious protein drinkers and more. Products embodying BlenderBottle®'s proprietary designs and technology have been lauded by consumers and the media, including *Good Morning America*, *Reader's Digest*, *Self*, the *Today Show*, *Men's Fitness*, and others.

13. BlenderBottle® protects its substantial investment in innovation and design from imitators with its intellectual property rights.

14. On April 15, 2014, the United States Patent and Trademark Office ("USPTO") duly and lawfully issued United States Patent No. 8,695,830 (the "'830 Patent"), titled "CONTAINER LID HAVING INDEPENDENTLY PIVOTING FLIP TOP AND HANDLE." Trove is the exclusive licensee of the '830 Patent from Runway Blue and has been granted all rights thereunder, including the right and standing to enforce the '830 Patent. A true and correct copy of the '830 Patent is attached hereto as **Exhibit 1**.

15. Defendants manufacture, use, sell, offer for sale, and/or import into the United States lids that have infringed BlenderBottle®'s patent rights, including the '830 Patent.

16. BlenderBottle[®] manufactures and sells shakers bearing a distinctive trade dress in the overall design of its shaker bottle lid (the “Lid Trade Dress”). A picture of BlenderBottle[®]’s Lid Trade Dress is depicted below.



17. BlenderBottle[®] has also obtained U.S. Trademark Registration No. 6,800,019 for its lid trade dress (the “Lid Trade Dress”). Runway Blue is listed as the registrant of U.S. Trademark Registration No. 6,800,019. Trove is the exclusive licensee of U.S. Trademark Registration No. 6,800,019 and has been granted all rights thereunder, including the right and standing to enforce U.S. Trademark Registration No. 6,800,019. A true and correct copy of U.S. Trademark Registration No. 6,800,019 is attached hereto as **Exhibit 2**.

18. U.S. Trademark Registration No. 6,800,019 is valid, unrevoked, and on the Principal Register. As such, BlenderBottle[®] is entitled to a presumption that the Lid Trade Dress is valid and enforceable.

19. The Lid Trade Dress is a bottle lid with a recessed domed top from which a conical spout protrudes on one side and a pair of brackets on the opposing side and the brackets host a pivoting arm containing a circular spout closure element.

20. As a result of BlenderBottle[®]’s widespread use and display of the Lid Trade Dress (a) the public has come to recognize and identify lids bearing the Lid Trade Dress as emanating from BlenderBottle[®], (b) the public recognizes that lids bearing the Lid Trade Dress constitute

high quality products that conform to the specifications created by BlenderBottle®, and (c) the Lid Trade Dress has established strong secondary meaning and extensive goodwill.

21. The Lid Trade Dress is not functional. The design features embodied in the Lid Trade Dress are not essential to the function of the product. The Lid Trade Dress is not in its particular shape because it works better in that shape. There are alternative shapes and structures that perform as well as the Lid Trade Dress. Alternatives to the Lid Trade Dress can be found in numerous commercially available products.

22. Examples of commercially available alternatives to the Lid Trade Dress are depicted in the table below:

 <i>“PUSHLIMITS Designed by Artoid” product</i>	 <i>“Rubbermaid® SHAKER BOTTLE” product</i>
 <i>“Contigo® LEAK- PROOF SHAKER BOTTLE” product</i>	 <i>“BluePeak Shaker Bottle” product</i>

23. These third-party products show that there are many different design decisions that go into creating a lid and that the Lid Trade Dress is the result of decisions regarding ornamentation. Further, BlenderBottle®'s exclusive right to use the Lid Trade Dress does not put competitors at a significant non-reputation-related disadvantage because there are numerous alternative designs.

24. Further, the design features of the Lid Trade Dress are not comparatively simple or inexpensive to manufacture because the elements are complex. The Lid Trade Dress is more expensive to manufacture than other lids. The design features of the Lid Trade Dress do not affect the quality of the product. The design of the Lid Trade Dress is not a competitive necessity.

25. The Lid Trade Dress is an invaluable asset essential to BlenderBottle®'s success and represents the designs of its signature products.

26. Subsequent to BlenderBottle®'s use and adoption of the Lid Trade Dress, Defendants have developed, manufactured, imported, advertised, and/or sold lids that use trade dress that is confusingly similar to the Lid Trade Dress.

27. Defendants manufacture, use, sell, offer for sale, promote, advertise and/or import into the United States the following lid which infringes BlenderBottle®'s intellectual property rights:

Soligt Lid



28. On August 31, 2022, Runway Blue submitted a notice of infringement with Amazon against Defendants' "4 Pack of Flip Cap Mason Jar Lid with Leak-proof & Airtight Seal and Easy pour Spout – WIDE MOUTH" ("Flip Cap Lids") listing.

29. On November 4, 2022, Defendants sent a letter to BlenderBottle® falsely claiming that BlenderBottle®'s takedown notice was submitted based on a claim of counterfeiting and demanding that BlenderBottle® retract the notice.

30. On November 21, 2022, BlenderBottle® sent Defendants a cease-and-desist letter demanding that Defendants cease selling Flip Cap Lids that infringe the '830 Patent and the Lid Trade Dress. A true and correct copy of this letter is attached as **Exhibit 3**.

31. Despite BlenderBottle®'s letter and subsequent communications with Defendants, Defendants have not complied with BlenderBottle®'s demands.

32. BlenderBottle® is informed and believes, and based thereon alleges that Defendants have intended to blatantly copy BlenderBottle®'s proprietary designs and pass off their goods as BlenderBottle®'s high quality products to misappropriate the immense goodwill that

BlenderBottle® has spent enormous time, effort, and expense to cultivate in the marketplace. Defendants' use of the Lid Trade Dress in commerce is likely to cause confusion, cause mistake, and to deceive as to an affiliation, connection, or association of Defendants and/or their products with BlenderBottle®, when there is none.

33. Defendants' acts complained of herein have caused BlenderBottle® to suffer irreparable injury to its business. BlenderBottle® will continue to suffer substantial loss and irreparable injury unless and until Defendants are enjoined from their wrongful actions complained of herein.

34. BlenderBottle® is informed and believes, and on that basis alleges, that Defendants' acts complained of herein are willful and deliberate.

FIRST CLAIM FOR RELIEF

(Patent Infringement)

(35 U.S.C. § 271)

35. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 of this Complaint as if set forth fully herein.

36. This is a claim for patent infringement under 35 U.S.C. § 271.

37. Defendants, through their agents, employees and/or servants have knowingly, intentionally, and willfully infringed the '830 Patent either literally or under the doctrine of equivalents, through, for example, the manufacture, use, sale, offer for sale, and/or importation into the United States of, at least, Defendants' Flip Cap Lid.

38. For example, the Defendants' Flip Cap Lid infringes at least Claim 1 of the '830 Patent as shown in the claim chart contained within **Exhibit 4**.

39. BlenderBottle® is informed and believes, and thereon alleges, that Defendants had actual knowledge of the '830 Patent at least as early as November 2022, when BlenderBottle® sent a cease-and-desist letter to Defendants notifying Defendants of their infringement of the '830

Patent. Defendants' infringing products practice at least Claim 1 of the '830 Patent as shown in the claim chart in the November 2022 letter. Accordingly, Defendants' actions constitute willful and intentional infringement of the '830 Patent. Defendants infringed the '830 Patent with reckless disregard of BlenderBottle®'s patent rights. Defendants knew, or it was so obvious that Defendants should have known, that its actions constituted infringement of the '830 Patent. Defendants' acts of patent infringement were not consistent with the standards of commerce for their industry.

40. As a direct and proximate result of Defendants' acts of infringement, Defendants have derived and received gains, profits, and advantages in an amount to be determined at trial.

41. Pursuant to 35 U.S.C. § 284, BlenderBottle® is entitled to damages for Defendants' infringing acts and treble damages together with interests and costs as fixed by this Court.

42. Pursuant to 35 U.S.C. § 285, BlenderBottle® is entitled to reasonable attorneys' fees for the necessity of bringing this claim in this exceptional case.

SECOND CLAIM FOR RELIEF

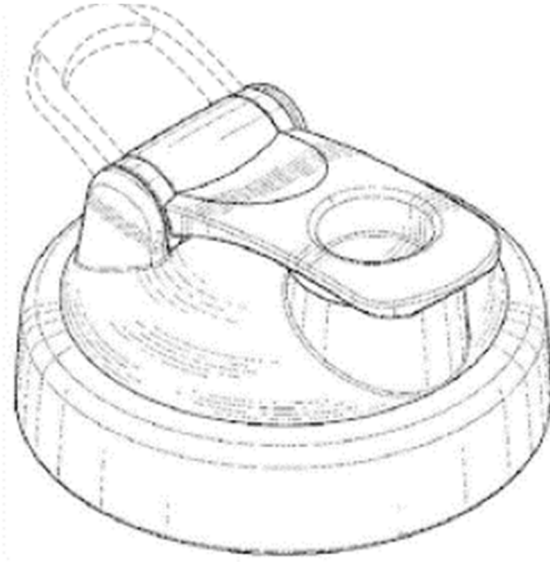
(Trade Dress Infringement)
(15 U.S.C. § 1125(a))

43. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 of this Complaint as if set forth fully herein.

44. This is a claim for trade dress infringement under 15 U.S.C. § 1125(a).

45. Subsequent to BlenderBottle®'s use and adoption of the Lid Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products, including the Defendants' Flip Cap Lid, that use trade dress that is confusingly similar to the Lid Trade Dress. Examples of Defendants' infringing use of the Lid Trade Dress is shown below:

Lid Trade Dress:



Infringing Flip Cap Lid



46. Defendants' use of a trade dress confusingly similar to the Lid Trade Dress in connection with its products is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with BlenderBottle®.

47. BlenderBottle® is informed and believes, and based thereon alleges, that Defendants infringed BlenderBottle®'s trade dress rights with the intent to unfairly compete with BlenderBottle®, to trade upon BlenderBottle®'s reputation and goodwill by causing confusion and

mistake among customers and the public, and to deceive the public into believing that Defendants' products are associated with, sponsored by, originated from, or are approved by BlenderBottle®, when they are not, resulting in a loss of reputation in, and mischaracterization of, BlenderBottle®'s products and its brand, damaging its marketability and saleability.

48. Defendants' activities constitute willful and intentional infringement of BlenderBottle®'s trade dress rights in total disregard of BlenderBottle®'s proprietary rights, and were done despite Defendants' knowledge that use of the Lid Trade Dress was, and is, in direct contravention of BlenderBottle®'s rights.

49. BlenderBottle® is informed and believes, and thereon alleges, that Defendants have derived and received, and will continue to derive and receive, gains, profits, and advantages from Defendants' trade dress infringement in an amount to be determined at trial. By reason of Defendants' actions, constituting trade dress infringement, BlenderBottle® has been damaged and is entitled to monetary relief in an amount to be determined at trial.

50. Pursuant to 15 U.S.C. § 1117, BlenderBottle® is entitled to recover (1) Defendants' profits, (2) any damages sustained by BlenderBottle®, and (3) the costs of the action. In assessing damages, the Court may enter judgment up to three times actual damages, and in awarding profits, the Court may in its discretion enter judgment for such sum as the court shall find to be just, according to the circumstances of the case. The Court may also award BlenderBottle® its reasonable attorneys' fees for the necessity of bringing this claim in this exceptional case.

51. Due to Defendants' actions, constituting trade dress infringement, BlenderBottle® has suffered great and irreparable injury, for which BlenderBottle® has no adequate remedy at law.

52. Defendants will continue to infringe BlenderBottle®'s trade dress rights to the great and irreparable injury of BlenderBottle®, unless and until Defendants are enjoined by this Court.

THIRD CLAIM FOR RELIEF

(Trade Dress Infringement)

(15 U.S.C. § 1114)

53. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 and 43-52 of this Complaint as if set forth fully herein.

54. This is a claim for trademark infringement arising under 15 U.S.C. § 1114.

55. BlenderBottle® owns U.S. Trademark Registration No. 6,800,019 for its Lid Trade Dress.

56. Without BlenderBottle®'s permission, Defendants have used in commerce trade dress that is confusingly similar to the Lid Trade Dress. Defendants have infringed BlenderBottle®'s Lid Trade Dress and created a false designation of origin by using a confusingly similar trade dress in connection with the manufacturing, distributing, selling, and/or promoting of Defendants' Flip Cap Lid.

57. BlenderBottle® is informed and believes, and on that basis alleges, that Defendants did so with the intent to unfairly compete with BlenderBottle®, to trade upon BlenderBottle®'s reputation and goodwill by causing confusion and mistake among customers and the public, and to deceive the public into believing that Defendants' products are associated with, sponsored by, originated from, or are approved by BlenderBottle®, when they are not.

58. BlenderBottle® is informed and believes, and on that basis alleges, that Defendants had actual knowledge of BlenderBottle®'s ownership and prior use of BlenderBottle®'s Lid Trade Dress, and without the consent of BlenderBottle®, has willfully violated 15 U.S.C. § 1114.

59. Defendants' aforementioned acts have injured BlenderBottle® and damaged BlenderBottle® in an amount to be determined at trial. By its actions, Defendants have irreparably injured BlenderBottle®. Such irreparable injury will continue unless and until Defendants are

preliminarily and permanently enjoined by this Court from further violation of BlenderBottle®'s rights, for which BlenderBottle® has no adequate remedy at law.

FOURTH CLAIM FOR RELIEF

(False Designation of Origin, Passing Off, & Federal Unfair Competition)
(15 U.S.C. § 1125(a))

60. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 and 43-59 of this Complaint as if set forth fully herein.

61. This is a claim for unfair competition and false designation of origin arising under 15 U.S.C. § 1125(a).

62. Defendants' use of a trade dress confusingly similar to the Lid Trade Dress without BlenderBottle®'s consent constitutes false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such entity with another entity, or as to the origin, sponsorship, or approval of its goods or commercial activities by another entity in violation of 15 U.S.C. § 1125(a).

63. Defendants use of a trade dress confusingly similar to the Lid Trade Dress without BlenderBottle®'s consent constitutes a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of its products or commercial activities in violation of 15 U.S.C. § 1125(a).

64. BlenderBottle® is informed and believes and based thereon, alleges that Defendants' acts of false designation of origin, passing off, and unfair competition have been willful and without regard to BlenderBottle®'s rights.

65. Pursuant to 15 U.S.C. § 1117, BlenderBottle® is entitled to recover (1) Defendants' profits, (2) any damages sustained by BlenderBottle®, and (3) the costs of the action. In assessing

damages, the Court may enter judgment up to three times actual damages, and in awarding profits, the Court may in its discretion enter judgment for such sum as the Court finds to be just, according to the circumstances of the case. The Court may also award BlenderBottle® its reasonable attorneys' fees for the necessity of bringing this claim in this exceptional case.

66. BlenderBottle® has been damaged by Defendants' conduct in an amount to be determined at trial.

67. Due to Defendants' actions, constituting false designation of origin, false or misleading statements, false or misleading description of fact, false or misleading representations of fact, passing off, and unfair competition, BlenderBottle® has suffered and continues to suffer great and irreparable injury, for which BlenderBottle® has no adequate remedy at law.

68. Defendants will continue its false designation of origin, false or misleading statements, false or misleading description of fact, false or misleading representations of fact, passing off, and unfair competition, unless and until Defendants are enjoined by this Court.

FIFTH CLAIM FOR RELIEF

(Unfair Competition)
(New York Common Law)

69. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 and 43-68 of this Complaint as if set forth fully herein.

70. This is a claim for unfair competition under New York common law.

71. Defendants' acts of trade dress infringement, false designation of origin, passing off, and federal unfair competition complained of herein constitute unfair competition under New York common law.

72. BlenderBottle® has been damaged by Defendants' conduct in an amount to be determined at trial.

73. Defendants have irreparably injured BlenderBottle®. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of BlenderBottle®'s rights, for which BlenderBottle® has no adequate remedy at law.

SIXTH CLAIM FOR RELIEF

(Deceptive Acts and Practices)
(New York General Business Law § 349)

74. BlenderBottle® repeats and re-alleges the allegations of paragraphs 1-34 and 43-73 of this Complaint as if set forth fully herein.

75. This is a claim for deceptive acts and practices under New York General Business Law § 349.

76. Defendants' acts of trade dress infringement, false designation of origin, passing off, and federal unfair competition complained of herein constitute deceptive acts and practices and have caused and are expected to continue to cause consumer injury. The aforementioned acts of Defendants not only harm BlenderBottle®, but also harm the public interest, in violation of New York General Business Law § 349.

77. BlenderBottle® has been damaged by Defendants' conduct in an amount to be determined at trial.

78. Defendants have irreparably injured BlenderBottle®. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of BlenderBottle®'s rights, for which BlenderBottle® has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, BlenderBottle® prays for judgment in its favor against Defendants for the following relief;

A. An Order adjudging each Defendant to have willfully infringed the '830 Patent under 35 U.S.C. § 271;

B. That each Defendant account for all gains, profits, and advantages derived through Defendants' infringement of the '830 Patent in violation of 35 U.S.C. § 271, and that each Defendant, jointly and severally, pay to BlenderBottle® all damages suffered by BlenderBottle® from such infringement pursuant to 35 U.S.C. § 284;

C. That the Court find for BlenderBottle® and against each Defendant on BlenderBottle®'s claim of trade dress infringement, false designation of origin, passing off, and unfair competition and deceptive acts under 15 U.S.C. § 1125(a);

D. That the Court find for BlenderBottle® and against each Defendant on BlenderBottle®'s claim of trade dress infringement under 15 U.S.C. § 1114;

E. That the Court find for BlenderBottle® and against each Defendant on BlenderBottle®'s claim of unfair competition and deceptive acts and practices under New York General Business Law § 349 and New York common law;

F. That the Court issue a preliminary and permanent injunction against each Defendant, its agents, servants, employees, representatives, successors, and assigns, and all persons, firms, or corporations in active concert or activities and from assisting or inducing, directly or indirectly, others to engage in the following activities:

1. manufacturing, importing, marketing, displaying, distributing, offering to sell, and/or selling Defendants' products infringing the Lid Trade Dress, or any products that are not colorably different therefrom;
2. using BlenderBottle®'s Lid Trade Dress or any trade dress confusingly similar to the Lid Trade Dress;
3. falsely designating the origin of Defendants' products;
4. passing off Defendants' products as those of BlenderBottle®;
5. misrepresenting by any means whatsoever, directly or indirectly, the source or sponsorship of any of Defendants' products;
6. unfairly competing with BlenderBottle® in any manner whatsoever; and
7. causing a likelihood of confusion or injuries to BlenderBottle®'s business

reputation.

G. That an accounting be ordered to determine each Defendant's profits resulting from its trade dress infringement, false designation or origin, passing off, and unfair competition;

H. That BlenderBottle® be awarded monetary relief in an amount to be fixed by the Court in its discretion as it finds just as an equitable remedy and as a remedy under 15 U.S.C. § 1117, including all damages sustained by BlenderBottle® as a result of each Defendant's acts of trade dress infringement, false designation of origin, passing off, and unfair competition, all profits received by each Defendant from sales and revenues of any kind made as a result of its infringing actions, and the costs of this action. That such award of BlenderBottle® of damages and profits be trebled pursuant to 15 U.S.C. § 1117;

I. An Order adjudging that this is an exceptional case under 15 U.S.C. § 1117 and/or 35 U.S.C. § 285;

J. An Order that Defendants' patent infringement is willful and a trebling of damages because of each Defendant's willful conduct pursuant to 35 U.S.C. § 284;

A. An Order that Defendants' trade dress infringement, false designation of origin, passing off, and/or federal unfair competition is willful and a trebling of damages under 15 U.S.C. § 1117;

K. An Order for exemplary or punitive damages under New York General Business Law § 349;

L. An award to BlenderBottle® of the attorneys' fees, expenses, and costs incurred by BlenderBottle® in connection with this action pursuant to 35 U.S.C. § 285, 15 U.S.C. § 1117 and/or New York common law, and/or New York General Business Law § 349;

M. An award of pre-judgment and post-judgment interest and costs of this action against Defendants; and,

N. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Dated: September 21, 2023

By: /s/ Inzer Ni

Inzer Ni (#5613641)

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Counsel for Plaintiffs TROVE BRANDS, LLC d/b/a THE
BLENDERBOTTLE COMPANY and RUNWAY BLUE,
LLC

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs Trove Brands, LLC, d/b/a The BlenderBottle Company and Runway Blue, LLC hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: September 21, 2023

By: /s/ Inzer Ni
Inzer Ni

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