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Attorneys for Plaintiffs and Counterdefendants Silverlit Toys
Manufactory Ltd., Spin Master Ltd., and Steven Davis

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

SILVERLIT TOYS MANUFACTORY
LTD., a Hong Kong company, SPIN
MASTER LTD., a Canadian corporation,
and STEVEN DAVIS, an individual,

Plaintiffs,

vs.

TOYRRIFIC, LLC, a California limited
liability company; WORLD TRADING
23, INC., a California corporation;
WORLDTRADING23.COM; TOY
RAPTOR, INC., a California corporation;
WORLD TECH TOYS, INC., a
California corporation;
HOBBYTRON.COM; RC HELI KING,
form unknown; RCHELIKING.COM;
and KEVORK KOUYOUMJIAN, an
individual,

Defendants.

Case No: CV 10-3414 CAS (JCx)

**FIRST AMENDED COMPLAINT
FOR:**

1. **Copyright Infringement under 17 U.S.C. § 101, et seq.;**
2. **Contributory Copyright Infringement under 17 U.S.C. § 101, et seq.;**
3. **Trademark Infringement under 15 U.S.C. § 1114(1);**
4. **Trademark Infringement under common law;**
5. **Unfair Competition under 15 U.S.C. § 1125(a);**
6. **Unfair Competition under Cal. Bus. & Prof. Code §§ 17200 et seq.; and**
7. **Patent Infringement under 35 U.S.C. § 271, et seq.**

[DEMAND FOR JURY TRIAL]

CONFIRMED COPY

1 Silverlit Toys Manufactory Ltd. (“Silverlit”), Spin Master Ltd. (“Spin Master”),
2 and Steven Davis (collectively “Plaintiffs”) for their First Amended Complaint against
3 Toyrrific, LLC; World Trading 23, Inc.; Worldtrading23.com; Toy Raptor Inc.; World
4 Tech Toys, Inc.; Hobbytron.com; RC Heli King; Rcheliking.com; and Kevork
5 Kouyoumjian, an individual (d/b/a Toyrrific LLC; World Trading 23, Inc.; Toy Raptor
6 Inc.; and hobbytron.com) (collectively “Defendants”) allege as follows:

7 **NATURE OF THIS ACTION**

8 1. This is an action for copyright infringement and contributory copyright
9 infringement under the Copyright Act of 1976, Title 17 of the United States Code;
10 trademark infringement under the Trademark Act of 1946 (the “Lanham Act”), Title 15
11 of the United States Code and under the common law; unfair competition, false
12 advertising and false designation of origin under the Lanham Act; unfair competition
13 under Cal. Bus. & Prof. Code §§ 17200 et seq.; and patent infringement under the Patent
14 Laws of the United States, Title 35 of the United States Code.

15 2. By way of background, Spin Master and Silverlit are engaged in the
16 business of designing, manufacturing, developing, and marketing toy products for
17 children of all ages, including remote-controlled (RC) toy cars, helicopters and flying
18 saucers. Spin Master is the exclusive North American distributor of certain Silverlit toy
19 products. This action is based on Defendants’ unlawful manufacture, use, sale, offer for
20 sale, marketing, distribution, reproduction, and/or display of knock-off remote-controlled
21 toy products that blatantly misappropriate Plaintiffs’ intellectual property rights.
22 Defendants are *serial infringers* who have repeatedly and systematically infringed
23 Plaintiffs’ copyrights, trademarks, and patents.

24 3. In particular, Spin Master has a line of remote-controlled toy vehicles that
25 have the ability to scale walls and ceilings, including the “Zero Gravity Wall Climber”
26 and “Zero Gravity Micro Wall Racer” (collectively, the “Zero Gravity Cars”). The Zero
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1 Gravity Micro Wall Racer was named 2008 RC Toy of the Year. It is a copyright and
2 design patent protected original car design. Spin Master also owns the U.S. trademark
3 registrations for “ZERO GRAVITY” and “WALL CLIMBER.” Defendants’
4 manufacture, use, sale, offer for sale, marketing, distribution, reproduction, and/or
5 display of knock-off remote-controlled cars, including the “Space Spider Mini Wall
6 Climber RTR Electric RC Stunt Car” (the “Infringing Car”), that are virtually identical
7 and/or substantially similar in design to the Zero Gravity Micro Wall Racer, constitutes
8 copyright and design patent infringement. Moreover, Defendants’ use of Spin Master’s
9 WALL CLIMBER and ZERO GRAVITY Trademarks in connection with their sale of
10 remote controlled toy cars, including the Infringing Car, is likely to deceive the
11 purchasing public into believing that Defendants or Defendants’ remote controlled toy
12 cars, including the Infringing Car, originated from, or are affiliated with, related to,
13 sponsored by, or connected to Spin Master or the Zero Gravity Cars, and therefore,
14 constitutes trademark infringement.

15 4. Spin Master is also a world leader in flying toys, and distributes a famous
16 line of remote-controlled toy helicopters known in North America as the “Air Hogs
17 Havoc Heli Helicopter.” Silverlit owns a number of patents directed to toy helicopters,
18 including U.S. Patent Nos. 7,425,168 (“168 Patent”), and 7,467,984 (“984 Patent”)
19 (collectively, the “Silverlit Patents”). Defendants make, use, sell, offer for sale, market,
20 distribute, reproduce, and/or display various remote-controlled toy helicopters, including
21 the “Micro FJ-708A-Delightful RC Series,” and the “Sky Master,” (collectively, the
22 “Infringing Helicopters”), which infringe one or more claims of the Silverlit Patents.

23 5. The Air Hogs Havoc Heli Helicopter is sold in North America under various
24 trademarks, including the “AIR HOGS” and “HAVOC HELI” Trademarks. Spin Master
25 also owns the U.S. trademark registrations for S Spin Master (the “SPIN MASTER
26 Trademark”). Defendants use the AIR HOGS and HAVOC HELI Trademarks and Spin
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1 Master's name in connection with their sale, offer for sale, advertising, marketing, and/or
2 distribution of the remote control toy products that are not Spin Master products.
3 Defendants' unauthorized use of Spin Master's AIR HOGS and HAVOC HELI
4 trademarks, as well as Spin Master's name, in connection with their sale of remote
5 control toy products that are not Spin Master's products is likely to deceive the
6 purchasing public into believing that Defendants or Defendants' products are serviced by,
7 affiliated with, related to, sponsored by, or connected with Spin Master or its famous
8 award winning line of remote controlled helicopters, and/or misrepresents the nature and
9 characteristics of Spin Master's products and thus, constitute, at least, trademark
10 infringement, false advertising and unfair competition.

11 6. Spin Master also has a line of remote-controlled flying saucers, including
12 the "Vectron Ultralite Wireless Flying Saucer Toy" (the "Flying Saucer"). The Flying
13 Saucer, is a copyright protected original design. Defendants' manufacture, use, sale,
14 offer for sale, marketing, distribution, reproduction, and/or display of remote-controlled
15 flying saucers, including the "Mini Electric RC UFO," "RC Toy Electric Flying Saucer
16 UFO," "RC Flying Saucer UFO with Launch Pad," "UFO Flying Saucer," "Mini Hover
17 UFO," and "Sky Master Flying Saucer," aka "Flying Saucer Electric RTF RC (ZX-
18 8888)" (collectively, the "Infringing Flying Saucers"), that are virtually identical to the
19 Flying Saucer, constitutes copyright infringement. Steven Davis also owns a number of
20 patents directed to toy flying saucers, including U.S. Patent Nos. 6,899,586 (the "586
21 Patent") and 6,843,699 (the "699 Patent") (collectively, the "Flying Saucer Patents.").
22 In addition, Defendants make, use, sell, and/or offer for sale of various remote-controlled
23 toy flying saucers, including the "UFO Flying Saucer," "Mini Hover UFO," and "Sky
24 Master Flying Saucer," aka "Flying Saucer Electric RTF RC (ZX-8888)" infringe one or
25 more claims of the Flying Saucer Patents.

1 7. Accordingly, by this action, Plaintiffs seek to protect their valuable
2 intellectual property rights by obtaining, among other things, a preliminary and
3 permanent injunction, compensatory damages, treble damages for willful infringement,
4 attorneys' fees and costs.

5 **THE PARTIES**

6 8. Plaintiff Silverlit is a Hong Kong limited liability company located at 1701-
7 1703 World Trade Center, Gloucester Road, Causeway Bay, Hong Kong. Silverlit
8 develops, owns, and manufactures various toy products, including remote-controlled toy
9 helicopters.

10 9. Plaintiff Spin Master is a Canadian corporation with its principal place of
11 business at 450 Front Street West, Toronto, Ontario, Canada. Spin Master develops,
12 owns, and manufactures various toy products, including remote-controlled toy cars,
13 helicopters and flying saucers. Spin Master is the exclusive North American distributor
14 of certain Silverlit products, which it markets under the federally registered Air Hogs
15 brand.

16 10. Plaintiff Steven Davis is an individual residing in the state of Washington.
17 Steven Davis is the owner by assignment of the copyright relating to the Flying Saucer
18 and Spin Master is the exclusive licensee under that copyright.

19 11. Upon information and belief, Plaintiffs allege that Defendant Toyrrific, LLC
20 ("Toyrrific") is a California limited liability company with its principal place of business
21 located at 525 Park Avenue, San Fernando, California 91340; and with Defendant
22 Kevork Kouyoumjian ("Kouyoumjian") as its principal.

23 12. Upon information and belief, Plaintiffs allege that Defendant World Trading
24 23, Inc. ("World Trading") is a California corporation with its principal place of business
25 at 10979 Penrose Street, Sun Valley, California 91352; and with Defendant Kouyoumjian
26 as its principal.

1 13. Upon information and belief, Plaintiffs allege that Defendant
2 Worldtrading23.com is the domain name registered by proxy. The “Contact Us” link on
3 the website www.worldtrading23.com identifies its location at 525 Park Avenue, San
4 Fernando, California 91340, and provides the phone number 818-675-9001. The
5 “Company” link on the website www.worldtrading23.com identifies its location at 10979
6 Penrose Street, Sun Valley, California 91352.

7 14. Upon information and belief, Plaintiffs allege that Defendant Toy Raptor,
8 Inc. (“Toy Raptor”) is a California corporation with its principal place of business at 525
9 Park Avenue, San Fernando, California 91340; and with Defendant Kouyoumjian as its
10 principal.

11 15. Upon information and belief, Plaintiffs allege that Defendant World Tech
12 Toys, Inc. (“World Tech”) is a California corporation with its principal place of business
13 at 10979 Penrose Street, Sun Valley, California 91352; and with Defendant Kouyoumjian
14 as its principal.

15 16. Upon information and belief, Plaintiffs allege that Defendant
16 Hobbytron.com is the domain name registered by Defendant Kouyoumjian and
17 Kouyoumjian is doing business as Hobbytron.com. The “Contact Us” link on the
18 website www.hobbytron.com identifies its location at 525 Park Avenue, San Fernando,
19 California 91340, and provides the phone number 818-675-9000. A Final Judgment and
20 Permanent Injunction was entered against Hobbytron.com in a case brought by Silverlit
21 and Spin Master in the United States District Court, Northern District of California (Case
22 No. 06-CV-07966 CW) for, inter alia, copyright infringement, trademark infringement,
23 and unfair competition and false designation of origin. A true and correct copy of this
24 Final Judgment and Permanent Injunction is attached hereto as **Exhibit 1**, and
25 incorporated by reference herein.
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1 17. Upon information and belief, Plaintiffs allege that Defendant RC Heli King
2 is an entity of unknown form that operates and/or controls the website
3 www.rcheliking.com. The "Contact Us" link on the website www.rcheliking.com
4 identifies RC Heli King at 525 Park Avenue, San Fernando, California 91340, and
5 provides the phone number 818-675-9000.

6 18. Upon information and belief, Plaintiffs allege that Defendant
7 Rcheliking.com is the domain name registered by proxy. The "Contact Us" link on the
8 website www.rcheliking.com identifies its location at 525 Park Avenue, San Fernando,
9 California 91340, and provides the phone number 818-675-9000.

10 19. Upon information and belief, Plaintiffs allege that Defendant Kouyoumjian
11 is an individual residing in Los Angeles County, California, doing business as
12 Hobbytron.com, Worldtrading23.com, Rcheliking.com, and/or Toyrapter. Plaintiffs are
13 informed and believe, and based thereon allege, that Kouyoumjian is also a principal of
14 Defendant Toyrrific, World Trading, World Tech, Toy Raptor, and RC Heli King.

15 20. Upon information and belief, Plaintiffs allege that Defendants Toyrrific;
16 World Trading 23.; Worldtrading23.com; Toy Raptor; World Tech; Hobbytron.com; RC
17 Heli King; Rcheliking.com are operated and/or controlled by Defendant Kouyoumjian.

18 21. Plaintiffs are informed and believe, and based thereon allege, that
19 Defendants Toyrrific, World Trading, Toy Raptor, World Tech, and RC Heli King
20 ("Corporate Defendants") are the alter egos of Defendant Kouyoumjian. Plaintiffs are
21 informed and believe, and based thereon allege, that the Corporate Defendants are now,
22 and at all times herein mentioned, were a mere shell, instrumentality, and conduit through
23 which Defendant Kouyoumjian carried on his business in the names of the Corporate
24 Defendants. Plaintiffs are further informed and believe, and based thereon allege, that
25 Defendant Kouyoumjian exercised control and dominance over the Corporate Defendants
26 to such an extent that any individuality or separateness between the Corporate
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1 Defendants and Defendant Kouyoumjian does not, and at all relevant times, did not exist.
2 Plaintiffs are further informed and believe, and based thereon allege, that adherence to
3 the fiction of the separate existence between the Corporate Defendants and Defendant
4 Kouyoumjian would, in this case, sanction fraud and promote injustice, in that if the
5 corporate entities of the Corporate Defendants were not disregarded, Defendant
6 Kouyoumjian effectively would be insulated from liability for his legal obligations and
7 conduct.

8 **JURISDICTION AND VENUE**

9 22. This action arises under the Copyright Act of 1976, Title 17 of the United
10 States Code; the Trademark Act of 1946 (the "Lanham Act"), Title 15 of the United
11 States Code; and the Patent Laws of the United States, Title 35 of the United States Code
12 and California Business and Professions Code §§ 17200, et seq.

13 23. This Court has subject matter jurisdiction over the claims in this Complaint
14 pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 15 U.S.C. § 1121. This Court has
15 supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. §
16 1367(a).

17 24. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1391(b) and 1400.

18 25. This Court has personal jurisdiction over the Corporate Defendants because,
19 on information and belief, the Corporate Defendants have their principal place of
20 business in this judicial district, have an agent for service of process in this judicial
21 district, and regularly engage in business and derive substantial revenue from goods sold
22 and used in California, including goods sold and used within this judicial district.

23 26. This Court also has personal jurisdiction over Hobbytron.com;
24 Worldtrading23.com.; and Rcheliking.com (collectively the "Domain Name
25 Defendants") because by virtue of their domain names, registrant, address and/or
26 telephone numbers listed on the websites for each of the Domain Name Defendants, the
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1 Domain Name Defendants are directly linked with the Corporate Defendants. Moreover
2 the Domain Name Defendants, through their respective websites have sold, and/or
3 offered for sale the Infringing Car, Infringing Helicopters, and/or Infringing Flying
4 Saucers (collectively the “Infringing Products”) thereby placing the Infringing Products
5 into the stream of commerce intending that the Infringing Products would be purchased
6 by consumers with access to the Internet, including California citizens residing in this
7 judicial district. Attached hereto as **Exhibit 2** and incorporated by reference herein, is a
8 true and correct copy of a receipt indicating that one “Infringing Car” was offered for
9 sale on the website www.hobbytron.com and sold in Los Angeles County. Attached
10 hereto as **Exhibit 3** and incorporated by reference herein, is a true and correct copy of a
11 receipt indicating one of the “Infringing Flying Saucers” was offered for sale on the
12 website www.Worldtrading23.com and sold in Los Angeles County. Attached hereto as
13 **Exhibit 4** and incorporated by reference herein, is a true and correct copy of a receipt
14 indicating that one of the “Infringing Helicopters” was offered for sale on the website
15 www.rcheliking.com and sold in Los Angeles County. Attached hereto as **Exhibit 5** and
16 incorporated by reference herein, is a true and correct copy of a receipt indicating one of
17 the “Infringing Flying Saucers” and “Infringing Car” was offered for sale on the website
18 www.hobbytron.com and sold in Los Angeles County.

19 27. This Court also has personal jurisdiction over Defendant Kouyoumjian.
20 Upon information and belief, Defendant Kouyoumjian regularly engages in business in
21 this judicial district. Defendant Kouyoumjian, upon information and belief, is a resident
22 of this judicial district and is the agent for service of process and/or a principal for the
23 Corporate Defendants who engage in business through one or more of the Domain Name
24 Defendants. Moreover, upon information and belief, Defendant Kouyoumjian is the
25 registrant for www.hobbytron.com, and does business through the Domain Name
26 Defendants. The Domain Name Defendants have sold, and/or offered for sale the
27 Infringing Products thereby placing the Infringing Products into the stream of commerce
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1 intending that the Infringing Products would be purchased by consumers with access to
2 the Internet, including California citizens residing in this judicial district.

3 **SPIN MASTER’S POPULAR ZERO GRAVITY CARS**

4 28. For many years, Spin Master has been engaged in the business of designing,
5 inventing, manufacturing, developing, marketing, and selling high quality toy products
6 for children of all ages. Spin Master's products have been marketed, distributed, offered
7 for sale and sold throughout the world, including the United States and California.

8 29. Spin Master is a recognized leader in the remote-controlled toy market.
9 Spin Master is one of the top ten toy companies in the world and is the fastest growing
10 toy company in North America.

11 30. One of the categories of toys widely associated with Spin Master is a line of
12 remote-controlled toy vehicles that have the ability to scale walls and ceilings, known as
13 the “Zero Gravity Wall Climber” and the “Zero Gravity Micro Wall Racer.” True and
14 correct copies of photographs of the Zero Gravity Micro Wall Racer - Sports Version are
15 attached hereto as **Exhibit 6** and incorporated by reference herein.

16 **SPIN MASTER’S COPYRIGHT FOR THE ZERO GRAVITY CAR**

17 31. Spin Master obtained and registered a United States copyright, Registration
18 No. VA 1-645-947, entitled "Toy Car--Sports" (the “Car Copyright”) for its original toy
19 car design. A true and correct copy of Spin Master's certificate of registration for the Car
20 Copyright and deposit is attached hereto as **Exhibit 7** and incorporated by reference
21 herein.

22 **SPIN MASTER’S TRADEMARKS FOR THE ZERO GRAVITY CARS**

23 32. Recognizing the inherent distinctiveness of the WALL CLIMBER
24 Trademark, and Spin Master's exclusive rights therein, the United States Patent &
25 Trademark Office registered on its principal register U.S. Trademark Registration No.
26 3,267,725 for WALL CLIMBER (the “WALL CLIMBER Trademark”) and U.S.
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1 Trademark Registration No. 3,210,297 for ZERO GRAVITY (the “ZERO GRAVITY
2 Trademark”). A true and correct copy of this valid and subsisting registration for the
3 WALL CLIMBER Trademark is attached hereto as **Exhibit 8** and incorporated by
4 reference herein. A true and correct copy of this valid and subsisting registration for the
5 ZERO GRAVITY Trademark is attached hereto as **Exhibit 9** and incorporated by
6 reference herein.

7 33. As a result of substantial sales of the Zero Gravity Cars, extensive
8 advertising and promotion, and the product's instant success, the WALL CLIMBER and
9 ZERO GRAVITY Trademarks have become widely and favorably known as identifying
10 toy products originating from, sponsored by or associated with Spin Master. The
11 relevant consuming public and trade have come to associate the WALL CLIMBER and
12 ZERO GRAVITY Trademarks with Spin Master as a source of innovative and high
13 quality remote controlled toys, such as the popular Zero Gravity cars.

14 34. Accordingly, the WALL CLIMBER and ZERO GRAVITY Trademarks are
15 an extremely valuable assets to Spin Master.

16 **SPIN MASTER’S PATENT FOR THE ZERO GRAVITY CARS**

17 35. U.S. Patent No. D590,896 (the “ ‘896 Patent”), entitled “Toy Car Base,”
18 issued on April 21, 2009 to Leonard R. Clark, Jr. and H. Peter Greene, Jr.

19 36. The ‘896 Patent was duly and legally issued on April 21, 2009 and is
20 currently valid and enforceable. The ‘896 Patent discloses and claims an ornamental
21 design for a toy car base. A true and correct copy of the ‘896 Patent is attached hereto as
22 **Exhibit 10** and incorporated by reference herein.

23 37. Spin Master is the exclusive licensee of the ‘896 Patent and has all
24 substantial rights under the Patent, including the right to make, use and sell the invention
25 claimed in the Patent and to sue for infringement of the Patent. Spin Master has the right
26 to sue and recover for past, present, and future infringement of the ‘896 Patent, and to
27 obtain the relief sought herein.

DEFENDANTS' WRONGFUL ACTS RELATING TO
THE ZERO GRAVITY CARS

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3 38. Defendants are selling, offering for sale, marketing, distributing,
4 reproducing and/or displaying knock-off car products including the "Space Spider Mini
5 Wall Climber RTR Electric RC Stunt Car" (the "Infringing Car"). A true and correct
6 copy of the Space Spider Mini Wall Climber RTR Electric RC Stunt Car offered for sale
7 on the website www.hobbytron.com is attached hereto as **Exhibit 11** and incorporated by
8 reference herein.

9 39. The Infringing Car is a copy of, and bear a shape, style, and overall design
10 that is substantially similar to the Zero Gravity Micro Wall Racer protected by the Car
11 Copyright and the '896 Patent.

12 40. Defendants also are using the WALL CLIMBER and ZERO GRAVITY
13 Trademarks in connection with their advertising, distribution, marketing, promotion,
14 display, reproduction, offer for sale and/or sale of the Infringing Car.

15 41. Defendants' advertising, distribution, marketing, promotion, display,
16 reproduction, offer for sale and/or sale of the Infringing Car and use of the WALL
17 CLIMBER and ZERO GRAVITY Trademarks in connection with the sale of the
18 Infringing Car is likely to confuse, mislead or deceive the consuming public into
19 believing that Defendants or their Infringing Car originated from, is sponsored by, or
20 associated with Spin Master.

21 42. Defendants did not receive any license, authorization, permission or consent
22 to use the Car Copyright, WALL CLIMBER or ZERO GRAVITY Trademarks, or the
23 '896 Patent to make, use, advertise, market, promote, display, reproduce, sell and/or offer
24 for sale in interstate commerce the Infringing Car.

25 43. Defendants are aware that the Zero Gravity Cars are protected by the Car
26 Copyright and the WALL CLIMBER and ZERO GRAVITY Trademarks because Spin
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1 Master sent Defendants two cease and desist letters on April 8, 2009 and May 7, 2009
2 respectively notifying Defendants of, among other things, their infringement of the Car
3 Copyright and WALL CLIMBER and ZERO GRAVITY Trademarks. A true and correct
4 copy of Spin Master's April 8, 2009 letter and May 7, 2009 letter, without the exhibits
5 are attached hereto as **Exhibit 12** and incorporated by reference herein.

6 44. Despite this awareness, Defendants knowingly, willfully and with reckless
7 disregard for Spin Master's intellectual property rights, continued their course of blatant
8 copyright, trademark and patent infringement by continuing to sell the Infringing Car
9 after receiving Spin Master's cease and desist letter.

10 45. Defendants sold an Infringing Car in this judicial district on September 25,
11 2009 after they received two cease and desist letters from Spin Master. A true and
12 correct copy of a receipt showing Defendants' sale of the Infringing Car on the website
13 www.hobbytron.com is attached hereto as **Exhibit 13** and incorporated by reference
14 herein.

15 46. Upon information and belief, Defendants are aware that the Zero Gravity
16 Cars are protected by various intellectual property rights, including the '896 Patent.
17 Notwithstanding such knowledge, Defendants knowingly and willfully embarked on a
18 course of patent infringement by designing, manufacturing, importing, selling and/or
19 offering for sale in interstate commerce to consumers in California and elsewhere the
20 Infringing Car.

21 47. Defendants' continuing infringing conduct has inflicted, and, unless
22 restrained by this Court, will continue to inflict great and irreparable harm upon Spin
23 Master. Spin Master has no adequate remedy at law. Spin Master is entitled to a
24 preliminary and permanent injunction enjoining Defendants from engaging in further acts
25 of patent, trademark, and copyright infringement relating to the Zero Gravity Cars.

1 **THE HAVOC HELI HELICOPTER**

2 48. Spin Master is the exclusive North American distributor and licensee of
3 certain Silverlit products including toy helicopters. Spin Master distributes Silverlit's toy
4 helicopters under its well known and federally registered Air Hogs brand.

5 49. For over thirty years, Silverlit has been engaged in the business of
6 designing, manufacturing, developing, and marketing toy products for children of all
7 ages, including flying toys, such as remote control toy helicopters, track racing systems,
8 robot toys, and water toys. These products have been marketed, distributed, offered for
9 sale and sold throughout the world, including the United States and California, and have
10 garnered numerous awards and recognition throughout the years.

11 50. One of Silverlit's and Spin Master's most successful product lines include
12 the Air Hogs Havoc Heli Helicopter; Air Hogs Havoc Heli Laser Battle Helicopters; and
13 Micro Havoc Heli Helicopters (collectively, the "Havoc Heli"). The Havoc Heli has
14 received numerous awards, including being named the 2007 RC Toy of the Year and has
15 been featured on popular television programs such as Good Morning America and Live
16 with Regis and Kelly. True and correct copies of photographs of the Air Hogs Havoc
17 Heli Helicopter are attached hereto as **Exhibit 14** and incorporated by reference herein.

18 **AIR HOGS, HAVOC HELI, AND SPIN MASTER TRADEMARKS**

19 51. Since at least as early as 1998, Spin Master has used in interstate commerce
20 in the United States the trademarks "AIR HOGS" and "AIR HOGS" and design in
21 connection with the sale of toy airplanes, helicopters, cars, trucks, vehicles, aircraft,
22 watercraft, and hovercraft.

23 52. Recognizing the inherent distinctiveness in these trademarks, and Spin
24 Master's exclusive rights therein, the United States Patent and Trademark Office
25 registered on its Principal Register, U.S. Trademark Registration Nos. 2,723,271,
26 2,447,370, and 2,986,817 (collectively the "AIR HOGS Trademarks"). True correct
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1 copies of the valid and subsisting registrations of the AIR HOGS Trademarks are
2 attached hereto as **Exhibits 15** through **17** and incorporated by reference herein.

3 53. As a result of substantial sales of Spin Master's Air Hogs products,
4 extensive advertising and promotion, and the success of Spin Master's products under the
5 AIR HOGS brand, the AIR HOGS Trademarks have become widely and favorably
6 known as identifying toy products originating from, serviced by, sponsored by, or
7 associated with Spin Master. The relevant consuming public and trade have come to
8 associate the AIR HOGS Trademarks with Spin Master as a source of superior customer
9 service, and innovative and high quality remote controlled toys.

10 54. Accordingly, the AIR HOGS trademarks are extremely valuable assets to
11 Spin Master.

12 55. Spin Master also uses the mark HAVOC HELI in connection with sales of
13 its flying toys.

14 56. Recognizing the inherent distinctiveness of Spin Master's Havoc Heli
15 trademark, and Spin Master's exclusive rights therein, the United States Patent &
16 Trademark Office registered on its principal register U.S. Trademark Registration No.
17 3,518,868 for HAVOC HELI (the "HAVOC HELI Trademark"). A true and correct copy
18 of this valid and subsisting registration of the HAVOC HELI Trademark is attached
19 hereto as **Exhibit 18** and incorporated by reference herein.

20 57. As a result of substantial sales of the Air Hogs Havoc Heli Helicopter,
21 extensive advertising and promotion, and the product's instant success, the HAVOC
22 HELI Trademark has become widely and favorably known as identifying toy products
23 originating from, service by, sponsored by, or associated with Spin Master. The relevant
24 consuming public and trade have come to associate the HAVOC HELI Trademark with
25 Spin Master as a source of superior customer service, and innovative and high quality
26 remote controlled toys.

1 58. Accordingly, the HAVOC HELI Trademark is an extremely valuable asset
2 to Spin Master.

3 59. Spin Master also uses the SPIN MASTER Trademark in connection with
4 sales of its flying toys.

5 60. Recognizing the inherent distinctiveness of the SPIN MASTER Trademark,
6 and Spin Master's exclusive rights therein, the United States Patent & Trademark Office
7 registered on its principal register U.S. Trademark Registration No. 2,944,406 for S SPIN
8 MASTER and design (the "SPIN MASTER Trademark"). A true and correct copy of
9 this valid and subsisting registration of the SPIN MASTER Trademark is attached hereto
10 as **Exhibit 19** and incorporated by reference herein.

11 61. As a result of substantial sales of Spin Master's popular and innovative toy
12 products, extensive advertising and promotion, and the instant success of Spin Master's
13 toy products, the SPIN MASTER Trademark has become widely and favorably known as
14 identifying toy products originating from, serviced by, sponsored by, or associated with
15 Spin Master. The relevant consuming public and trade have come to associate the SPIN
16 MASTER Trademark with Spin Master as a source of superior customer service, and
17 innovative and high quality toys.

18 62. Accordingly, the SPIN MASTER Trademark is an extremely valuable asset
19 to Spin Master.

20 **SILVERLIT'S PATENTS**

21 63. Silverlit also owns a number of patents directed to toy helicopters including
22 the '168 Patent and the '984 Patent.

23 64. The '168 Patent issued on September 16, 2008, to Alexander Jozef
24 Magdalena Van de Rostyne. A copy of the '168 Patent, entitled "Toy Helicopter," is
25 attached hereto as **Exhibit 20** and incorporated by reference herein.

1 65. Silverlit is the owner by assignment of the '168 Patent. The '168 Patent was
2 duly and legally issued and is currently valid and enforceable. Silverlit has the right to
3 sue and recover for past, present and future infringements of the '168 Patent, and to
4 obtain the relief sought herein.

5 66. The '984 Patent issued on December 28, 2008, to Alexander Jozef
6 Magdalena Van de Rostyne. A copy of the '984 Patent, entitled "Helicopter," is attached
7 hereto as **Exhibit 21** and incorporated by reference herein.

8 67. Silverlit is the owner by assignment of the '984 Patent. The '984 Patent was
9 duly and legally issued and is currently valid and enforceable. Silverlit has the right to
10 sue and recover for past, present and future infringements of the '984 Patent, and to
11 obtain the relief sought herein.

12 **DEFENDANTS' WRONGFUL ACTS RELATING TO TOY HELICOPTERS**

13 68. Defendants have manufactured, imported, advertised, distributed, marketed,
14 promoted, offered for sale and/or sold commercially in interstate commerce remote
15 controlled toy helicopters, including the "Micro FJ-708A-Delightful RC Series," and
16 "Sky Master," remote-controlled toy helicopters that embody one or more of the
17 inventions protected by one or more claims of the Silverlit Patents. A true and correct
18 copy of a photograph of the "Micro FJ-708A-Delightful RC Series" is attached hereto as
19 **Exhibit 22** and incorporated by reference herein. A true and correct copy of a
20 photograph of the "Sky Master" is attached hereto as **Exhibit 23** and incorporated by
21 reference herein.

22 69. Upon information and belief, Defendants are aware of the Silverlit Patents.
23 Notwithstanding such knowledge, Defendants knowingly and willfully embarked on a
24 course of patent infringement by manufacturing, importing, selling and/or offering for
25 sale in interstate commerce to consumers in California and elsewhere infringing
26 helicopters.

1 70. Defendants did not receive any license, authorization, permission or consent
2 to use, manufacture, sell, offer for sale, advertise, market, and/or promote in interstate
3 commerce the Infringing Helicopters incorporating one or more claims of the Silverlit
4 Patents.

5 71. Defendants also use the AIR HOGS and HAVOC HELI Trademarks and
6 Spin Master's name in connection with their sale, offer for sale, advertising, marketing,
7 and/or distribution of the remote control toy products that are not Spin Master products.
8 Defendants' unauthorized use of Spin Master's AIR HOGS and HAVOC HELI
9 trademarks, as well as Spin Master's name, in connection with their sale of remote
10 control toy products that are not Spin Master's products is likely to deceive the
11 purchasing public into believing that Defendants or Defendants' products are serviced by,
12 affiliated with, related to, sponsored by, or connected with Spin Master and/or
13 misrepresents the nature or characteristics of Spin Master's products. A true and correct
14 copy of a printout from the hobbytron.com website using the AIR HOGS and HAVOC
15 HELI Trademarks is attached hereto as **Exhibit 24** and incorporated by reference herein.

16 72. Upon information and belief, Defendants are aware of Spin Master's rights
17 in the AIR HOGS and HAVOC HELI Trademarks, and the name Spin Master. Despite
18 this awareness, Defendants knowingly, willfully and with conscious disregard for Spin
19 Master's intellectual property rights, continued their course of blatant trademark
20 infringement by continuing to use the AIR HOGS and HAVOC HELI Trademarks and
21 Spin Master's name in connection with their sale, offer for sale, advertising, marketing,
22 and/or distribution of the remote control toy products that are not Spin Master products.

23 73. Defendants did not receive any license, authorization, permission or consent
24 to use the AIR HOGS and HAVOC HELI Trademarks, or Spin Master's name in
25 connection with their manufacture, use, advertising, marketing, promotion, display,
26 reproduction, sale and/or offer for sale in interstate commerce of remote control toy
27 products.
28

1 74. Defendants' continuing infringing conduct has inflicted, and, unless
2 restrained by this Court, will continue to inflict great and irreparable harm upon Spin
3 Master. Spin Master has no adequate remedy at law. Spin Master is entitled to a
4 preliminary and permanent injunction enjoining Defendants from engaging in further acts
5 of trademark infringement relating to the AIR HOGS and HAVOC HELI Trademarks,
6 and the Spin Master's name.

7 **SPIN MASTER'S POPULAR FLYING SAUCER**

8 75. Spin Master also distributes a line of flying toys known as the Vectron
9 Ultralite wireless flying saucer (the "Flying Saucer"). True and correct copies of
10 photographs of the Flying Saucer are attached hereto as **Exhibit 25** and incorporated by
11 reference herein.

12 **SPIN MASTER'S COPYRIGHT FOR THE FLYING SAUCER**

13 76. Steven Davis is the author and owner by assignment, and Spin Master is the
14 exclusive licensee, of United States copyright Registration No. VA 1-285-847, effective
15 May 1, 2004 for the original three-dimensional sculpture and model of a flying saucer
16 that was later produced and marketed as the Flying Saucer. A true and correct copy of
17 the certificate of registration for No. VA 1-285-847 (the "Flying Saucer Copyright") is
18 attached hereto and incorporated by reference herein as **Exhibit 26**.

19 **SPIN MASTER'S PATENTS FOR THE FLYING SAUCER**

20 77. U.S. Patent No. 6,899,586 (the "'586 Patent"), entitled "Self-Stabilizing
21 Rotating Toy," issued on May 31, 2005 to Steven Davis.

22 78. The '586 Patent is currently valid and enforceable. The '586 Patent
23 generally discloses and claims a self-stabilizing flying toy. A true and correct copy of the
24 '586 Patent is attached hereto as **Exhibit 29** and incorporated by reference herein.

25 79. U.S. Patent No. 6,843,699 (the "'699 Patent"), entitled "Flying Toy," issued
26 on January 18, 2005 to Steven Davis.

1 80. The '699 Patent is currently valid and enforceable. The '699 Patent
2 generally discloses and claims a self-stabilizing flying toy. A true and correct copy of the
3 '699 Patent is attached hereto as **Exhibit 30** and incorporated by reference herein.

4 81. Spin Master is the exclusive licensee of the '586 Patent and the '699 Patent.

5 **DEFENDANTS' WRONGFUL ACTS RELATING TO THE FLYING SAUCER**

6 82. Defendants are selling, offering for sale, marketing, distributing,
7 reproducing and/or displaying knock-off flying saucer products including the "Mini
8 Electric RC UFO," "RC Toy Electric Flying Saucer UFO," "RC Flying Saucer UFO with
9 Launch Pad," "UFO Flying Saucer," "Mini Hover UFO," and "Sky Master Flying
10 Saucer," aka "Flying Saucer Electric RTF RC (ZX-8888)" (collectively, the "Infringing
11 Flying Saucers"). True and correct copy of photographs of the Infringing Flying Saucers
12 and an invoice for the Mini Electric RC UFO sold by www.hobbytron.com is attached
13 hereto as **Exhibit 27** and incorporated by reference herein.

14 83. The Infringing Flying Saucers are copies of and bear a shape, style, and
15 overall design that are substantially similar to the copyrighted Flying Saucer design.

16 84. Defendants have also manufactured, imported, advertised, distributed,
17 marketed, promoted, offered for sale and/or sold commercially in interstate commerce
18 remote controlled toy flying saucers, including the "UFO Flying Saucer," "Mini Hover
19 UFO," and "Sky Master Flying Saucer," aka "Flying Saucer Electric RTF RC (ZX-
20 8888)" remote-controlled toy flying saucers that embody one or more of the inventions
21 protected by one or more claims of the Flying Saucer Patents.

22 85. Upon information and belief, Defendants are aware that the Flying Saucer is
23 protected by the Flying Saucer Copyright because Spin Master sent Defendants three
24 cease and desist letters on April 19, 2005; May 3, 2005; and May 13, 2005 respectively
25 notifying Defendants of, among other things, their infringement of the Flying Saucer
26 Copyright. Defendants were put on notice of the '699 Patent in the April 19, 2005 cease
27
28

1 and desist letter as well. True and correct copies of Spin Master's three cease and desist
2 letters on April 19, 2005; May 3, 2005; and May 13, 2005 are attached hereto as **Exhibit**
3 **28** and incorporated by reference herein.

4 86. Upon information and belief, despite this awareness, Defendants
5 knowingly, willfully and with reckless disregard for Spin Master's intellectual property
6 rights, continued their course of blatant copyright infringement by continuing to sell
7 and/or offer for sale the Infringing Flying Saucers after receiving Spin Master's cease
8 and desist letters.

9 87. Defendants did not receive any license, authorization, permission or consent
10 to use the Flying Saucer Copyright, any of the Flying Saucer Patents, or to advertise,
11 market, promote, display, reproduce, sell and/or offer for sale in interstate commerce the
12 Infringing Flying Saucers.

13 88. Defendants' continuing infringing conduct has inflicted, and, unless
14 restrained by this Court, will continue to inflict great and irreparable harm upon Spin
15 Master. Spin Master has no adequate remedy at law. Spin Master is entitled to a
16 preliminary and permanent injunction enjoining Defendants from engaging in further acts
17 of infringement of the Flying Saucer Copyright and Flying Saucer Patents.

18 **FIRST CLAIM FOR RELIEF**

19 **(Copyright Infringement -- Car Copyright)**

20 89. Plaintiffs repeat and re-allege each and every allegation contained in
21 paragraphs 1-88 of this Complaint as if fully set forth herein.

22 90. Spin Master is, and at all relevant times has been, the sole entity authorized
23 to control and administer in the United States the Car Copyright.

24 91. Defendants have never sought and Spin Master has never granted
25 Defendants any license to make or market unauthorized and unlicensed copies of the
26 Zero Gravity Cars or any cars covered by the Car Copyright.

1 92. Defendants have infringed and are continuing to infringe Spin Master's
2 exclusive rights embodied in the Car Copyright by making, importing, marketing,
3 advertising, distributing, reproducing, displaying, offering to sell and/or selling remote
4 controlled cars that infringe the Car Copyright, including the Infringing Car.

5 93. Defendants' unauthorized acts constitute presently, and will continue to
6 constitute, willful infringement of Spin Master's exclusive rights under the Car
7 Copyright. Defendants have unlawfully derived and will continue to derive, income and
8 profits from their infringing acts and Spin Master has sustained and will continue to
9 sustain substantial injury, loss and damage therefrom.

10 94. As a direct and proximate result of Defendants' acts of infringement of the
11 Car Copyright, Spin Master is entitled to damages and Defendants' profits pursuant to 17
12 U.S.C. § 504(b), or alternatively, to the maximum statutory damages in the amount of
13 \$150,000 with respect to each infringed copyright pursuant to 17 U.S.C. § 504(c).

14 95. Spin Master is additionally entitled to its attorneys' fees pursuant to 17
15 U.S.C. § 505.

16 **SECOND CLAIM FOR RELIEF**

17 **(Contributory Infringement -- Car Copyright)**

18 96. Plaintiffs repeat and re-allege each and every allegation contained in
19 paragraphs 1-95 of this Complaint as if fully set forth herein.

20 97. Defendants have knowingly and intentionally induced, caused and/or
21 materially contributed to the infringement of Spin Master's exclusive rights embodied in
22 the Car Copyright by making, importing, marketing, advertising, distributing,
23 reproducing, displaying, offering to sell and/or selling remote controlled cars that
24 infringe the Car Copyright, including the Infringing Car, in the manner described above.
25 Defendants' acts of infringement were willful, in disregard of and with indifference to
26 Spin Master's rights.

1 98. By reason of their contributory copyright infringement, Defendants have
2 unlawfully derived and will continue to derive, income and profits from their infringing
3 acts and Spin Master has sustained and will continue to sustain substantial injury, loss
4 and damage therefrom.

5 99. As a direct and proximate result of Defendants' acts of contributory
6 copyright infringement, Spin Master is entitled to damages and Defendants' profits
7 pursuant to 17 U.S.C. § 504(b), or alternatively, to the maximum statutory damages in
8 the amount of \$150,000 with respect to each infringed copyright pursuant to 17 U.S.C. §
9 504(c).

10 100. Spin Master is additionally entitled to its attorneys' fees pursuant to 17
11 U.S.C. § 505.

12 **THIRD CLAIM FOR RELIEF**

13 **(Trademark Infringement under 15 U.S.C. § 1114(1))--WALL CLIMBER and**
14 **ZERO GRAVITY Trademarks)**

15 101. Plaintiffs repeat and re-allege each and every allegation contained in
16 paragraphs 1-100 of this Complaint as if fully set forth herein.

17 102. The WALL CLIMBER and ZERO GRAVITY Trademarks are inherently
18 distinctive or otherwise has acquired distinctiveness as a result of long-time use,
19 advertising and promotion.

20 103. Defendants' use of the WALL CLIMBER and ZERO GRAVITY
21 Trademarks in connection with their sale of remote-controlled toy cars, including the
22 Infringing Car, creates the likelihood that the public, customers, and potential customers
23 will be confused into mistakenly believing that Defendants or their products are in some
24 manner associated with, or sponsored by, Spin Master.

25 104. Defendants' trademark infringement is intentional and willful.

26 105. Defendants' trademark infringement has damaged Spin Master, and unless
27 enjoined, will continue to irreparably damage the reputation and goodwill associated with
28

1 the WALL CLIMBER and ZERO GRAVITY Trademarks. Spin Master no adequate
2 remedy at law.

3 **FOURTH CLAIM FOR RELIEF**

4 **(Patent Infringement under 35 U.S.C. § 271, et seq. - U.S. Patent No. D590,896)**

5 106. Plaintiffs repeat and re-allege each and every allegation contained in
6 paragraphs 1-105 of this Complaint as if fully set forth herein.

7 107. Defendants have directly infringed, induced infringement of, and/or
8 contributed to infringement of the '896 Patent, literally or under the doctrine of
9 equivalents, by making, using, offering to sell, selling, exposing for sale, and/or
10 importing remote-controlled toy cars, including the Infringing Car that infringe the '896
11 Patent.

12 108. Upon information and belief, the infringement of the '896 Patent by
13 Defendants has been deliberate and willful.

14 109. As a result, Spin Master is entitled to damages, costs, interest and attorneys'
15 fees pursuant to 35 U.S.C. §§ 284 and 285 and/or 289.

16 **FIFTH CLAIM FOR RELIEF**

17 **(Trademark Infringement under 15 U.S.C. § 1114(1) --AIR HOGS, HAVOC HELI
18 and SPIN MASTER Trademarks)**

19 110. Plaintiffs repeat and re-allege each and every allegation contained in
20 paragraphs 1-110 of this Complaint as if fully set forth herein.

21 111. The AIR HOGS, HAVOC HELI and SPIN MASTER Trademarks are
22 inherently distinctive or otherwise have acquired distinctiveness as a result of long-time
23 use, advertising and promotion.

24 112. Defendants' use of the AIR HOGS, HAVOC HELI and SPIN MASTER
25 Trademarks creates the likelihood that the public, customers, and potential customers will
26 be confused into mistakenly believing that Defendants or their products are in some
27 manner serviced by, associated with, or sponsored by, Spin Master.
28

1 113. Defendants' trademark infringement is intentional and willful.

2 114. Defendants' trademark infringement has damaged Spin Master, and unless
3 enjoined, will continue to irreparably damage the reputation and goodwill associated with
4 the AIR HOGS, HAVOC HELI and SPIN MASTER Trademarks. Spin Master has no
5 adequate remedy at law.

6 **SIXTH CLAIM FOR RELIEF**

7 **(Unfair Competition and False Designation of Origin under 15 U.S.C. § 1125 (a))**

8 115. Plaintiffs repeat and re-allege each and every allegation contained in
9 paragraphs 1-115 of this Complaint as if fully set forth herein.

10 116. By misappropriating and using Spin Master's Trademarks and name and
11 offering for sale the Infringing Car and Infringing Helicopters, Defendants are likely to
12 cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or
13 association as to the source and sponsorship of Defendant's merchandise.

14 117. By misappropriating and using Spin Master's Trademarks and name and
15 offering for sale the Infringing Car and Infringing Helicopters, Defendants have
16 misrepresented to the general public the origin and source of the infringing products.
17 Defendants are seeking to trade off on the substantial goodwill that is associated with
18 Spin Master's Trademarks.

19 118. Defendants' conduct as alleged herein constitutes unfair competition, false
20 representation in interstate commerce, and false designation of origin.

21 119. Defendants' conduct as alleged herein has damaged Spin Master, and unless
22 enjoined, will continue to irreparably damage the reputation and goodwill associated with
23 Spin Master's Trademarks. Spin Master has no adequate remedy at law.

24 **ELEVENTH CLAIM FOR RELIEF**

25 **(Unfair Competition Under Cal. Bus. & Prof. Code §17200, et seq.)**

26 120. Plaintiffs repeat and re-allege each and every allegation contained in
27 paragraphs 1-119 of this Complaint as if fully set forth herein.

1 121. Defendants' conduct as alleged herein is unlawful, unfair and fraudulent and
2 has caused actual injury to Spin Master in violation of California Business and
3 Professions Code § 17200, *et seq.*

4 122. Spin Master has built valuable goodwill in its WALL CLIMBER, ZERO
5 GRAVITY, AIR HOGS, HAVOC HELI, and SPIN MASTER Trademarks. Spin Master
6 has established valuable goodwill associated with its name "Spin Master" in the toy
7 industry. Defendants' advertising, distribution, marketing, display, sale, and/or offer for
8 sale of the Infringing Car and Infringing Helicopters is likely to confuse and deceive the
9 public that Defendants are associated with, affiliated with, sponsored by, or otherwise
10 connected to Spin Master. Defendants' conduct results in damages to Spin Master's
11 goodwill and reputation, as well as unjust enrichment of Defendants.

12 123. Defendants' conduct has injured Spin Master and, unless enjoined, will
13 continue to cause great, immediate, and irreparable harm to Spin Master.

14 124. Spin Master is entitled to injunctive relief and an order for restitutionary
15 disgorgement of all of Defendants' ill-gotten gains.

16 **EIGHTH CLAIM FOR RELIEF**

17 **(Patent Infringement under 35 U.S.C. § 271, *et seq.* - U.S. Patent No. 7,425,168)**

18 125. Plaintiffs repeat and re-allege each and every allegation contained in
19 paragraphs 1-124 of this Complaint as if fully set forth herein.

20 126. Defendants have directly infringed, induced infringement of, and/or
21 contributed to infringement of one or more claims of the '168 Patent, both literally and
22 under the doctrine of equivalents, by making, using, offering to sell, selling, and/or
23 importing infringing remote-controlled toy helicopters, including the FJ-708 Helicopter
24 and Sky Master helicopter.

25 127. Upon information and belief, the infringement of the '168 Patent by
26 Defendants has been deliberate and willful.

1 128. As a result of Defendant's infringement, Silverlit and Spin Master are
2 entitled to injunctive relief, damages, costs, interest and attorneys' fees pursuant to 35
3 U.S.C. §§ 283, 284 and 285.

4 **NINTH CLAIM FOR RELIEF**

5 **(Patent Infringement under 35 U.S.C. § 271, et seq. - U.S. Patent No. 7,467,984)**

6 129. Plaintiffs repeat and re-allege each and every allegation contained in
7 paragraphs 1-128 of this Complaint as if fully set forth herein.

8 130. Defendant have directly infringed, induced infringement of, and/or
9 contributed to infringement of one or more claims of the '984 Patent, both literally and
10 under the doctrine of equivalents, by making, using, offering to sell, selling, and/or
11 importing infringing remote-controlled toy helicopters, including the FJ-708 Helicopter
12 and Sky Master helicopters.

13 131. Upon information and belief, the infringement of the '984 Patent by
14 Defendants has been deliberate and willful.

15 132. As a result of Defendants' infringement, Silverlit and Spin Master are
16 entitled to injunctive relief, damages, costs, interest and attorneys' fees pursuant to 35
17 U.S.C. §§ 283, 284 and 285.

18 **TENTH CLAIM FOR RELIEF**

19 **(Copyright Infringement -- Flying Saucer Copyright)**

20 133. Plaintiffs repeat and re-allege each and every allegation contained in
21 paragraphs 1-132 of this Complaint as if fully set forth herein.

22 134. Spin Master, through exclusive license from Steven Davis, is, and at all
23 relevant times has been, the sole entity authorized to control and administer in the United
24 States the Flying Saucer Copyright.

25 135. Defendants have never sought, and Spin Master or Steven Davis has never
26 granted Defendants any license to make or market unauthorized and unlicensed copies of
27 the Flying Saucer or any products covered by the Flying Saucer Copyright.
28

1 136. Defendants have infringed and is continuing to infringe Spin Master's and
2 Davis' exclusive rights embodied in the Flying Saucer Copyright by making, importing,
3 marketing, advertising, distributing, reproducing, displaying, offering to sell and/or
4 selling remote controlled flying saucers that infringe the Flying Saucer Copyright.

5 137. Defendants' unauthorized acts constitute presently, and will continue to
6 constitute, willful infringement of the Flying Saucer Copyright.

7 138. Defendants have unlawfully derived and will continue to derive, income and
8 profits from its infringing acts and Spin Master and Davis have sustained and will
9 continue to sustain substantial injury, loss and damage therefrom.

10 139. As a direct and proximate result of Defendants' acts of copyright
11 infringement, Spin Master and Davis are entitled to damages and Defendants' profits
12 pursuant to 17 U.S.C. § 504(b), or alternatively, to the maximum statutory damages in
13 the amount of \$150,000 with respect to each infringed copyright pursuant to 17 U.S.C. §
14 504(c).

15 140. Spin Master is additionally entitled to its attorneys' fees pursuant to 17
16 U.S.C. § 505.

17 **ELEVENTH CLAIM FOR RELIEF**

18 **(Contributory Copyright Infringement -- Flying Saucer Copyright)**

19 141. Plaintiffs repeat and re-allege each and every allegation contained in
20 paragraphs 1-140 of this Complaint as if fully set forth herein.

21 142. Defendants have knowingly and intentionally induced, caused and/or
22 materially contributed to the infringement of Spin Master's and Davis' exclusive rights
23 embodied in the Flying Saucer Copyright by making, importing, marketing, advertising,
24 distributing, reproducing, displaying, offering to sell and/or selling remote controlled
25 flying saucers that infringe the Flying Saucer Copyright in the manner described above.

26 143. Defendants' acts of infringement were willful, in disregard of and with
27 indifference to Spin Master's and Davis' rights.

1 144. By reason of their contributory copyright infringement, Defendants have
2 unlawfully derived and will continue to derive, income and profits from their infringing
3 acts and Spin Master and Davis have sustained and will continue to sustain substantial
4 injury, loss and damage therefrom.

5 145. As a direct and proximate result of Defendants' acts of contributory
6 copyright infringement, Spin Master and Davis are entitled to damages and Defendants'
7 profits pursuant to 17 U.S.C. § 504(b), or alternatively, to the maximum statutory
8 damages in the amount of \$150,000 with respect to each infringed copyright pursuant to
9 17 U.S.C. § 504(c).

10 146. Spin Master is additionally entitled to its attorneys' fees pursuant to 17
11 U.S.C. § 505.

12 **TWELFTH CLAIM FOR RELIEF**

13 **(Trademark Infringement Under California Common Law)**

14 147. Plaintiffs repeat and reallege the allegations contained in the foregoing
15 paragraphs 1 through 146, as if fully set forth herein.

16 148. Defendants' conduct as alleged herein has violated and infringed Spin
17 Master's common law rights in the WALL CLIMBER Trademark, ZERO GRAVITY
18 Trademark, AIR HOGS Trademarks, HAVOC HELI Trademark, and SPIN MASTER
19 Trademark.

20 149. The ZERO GRAVITY Trademark, AIR HOGS Trademarks, HAVOC HELI
21 Trademark, and SPIN MASTER Trademark are inherently distinctive or otherwise have
22 acquired distinctiveness as a result of long-time use, advertising and promotion.

23 150. Defendant's use of Plaintiffs' marks or confusingly similar marks creates the
24 likelihood that the public, customers, and potential customers will be confused into
25 mistakenly believing that Defendant or their products are in some manner associated
26 with, or sponsored by, Plaintiffs.

27 151. Defendant's trademark infringement is intentional and willful.
28

1 152. Defendant's trademark infringement has damaged Spin Master, and unless
2 enjoined, will continue to irreparably damage the reputation and goodwill associated with
3 the ZERO GRAVITY Trademark, AIR HOGS Trademarks, HAVOC HELI Trademark,
4 and SPIN MASTER Trademark. Spin Master has no adequate remedy at law.

5 **THIRTEENTH CLAIM FOR RELIEF**

6 **(Patent Infringement under 35 U.S.C. § 271, et seq. - U.S. Patent No. 6,899,586)**

7 153. Plaintiffs repeat and re-allege each and every allegation contained in
8 paragraphs 1-152 of this Complaint as if fully set forth herein.

9 154. Defendant have directly infringed, induced infringement of, and/or
10 contributed to infringement of one or more claims of the '586 Patent, both literally and
11 under the doctrine of equivalents, by making, using, offering to sell, selling, and/or
12 importing infringing remote-controlled toy flying saucers, including the "UFO Flying
13 Saucer," "Mini Hover UFO," and "Sky Master Flying Saucer," aka "Flying Saucer
14 Electric RTF RC " flying saucers.

15 155. Upon information and belief, the infringement of the '586 Patent by
16 Defendants has been deliberate and willful.

17 156. As a result of Defendants' infringement, Spin Master and Steven Davis are
18 entitled to injunctive relief, damages, costs, interest and attorneys' fees pursuant to 35
19 U.S.C. §§ 283, 284 and 285.

20 **FOURTEENTH CLAIM FOR RELIEF**

21 **(Patent Infringement under 35 U.S.C. § 271, et seq. - U.S. Patent No. 6,843,699)**

22 157. Plaintiffs repeat and re-allege each and every allegation contained in
23 paragraphs 1-156 of this Complaint as if fully set forth herein.

24 158. Defendant have directly infringed, induced infringement of, and/or
25 contributed to infringement of one or more claims of the '699 Patent, both literally and
26 under the doctrine of equivalents, by making, using, offering to sell, selling, and/or
27 importing infringing remote-controlled toy flying saucers, including the "UFO Flying
28

1 Saucer,” “Mini Hover UFO,” and “Sky Master Flying Saucer,” aka “Flying Saucer
2 Electric RTF RC ” flying saucers.

3 159. Upon information and belief, the infringement of the ‘699 Patent by
4 Defendants has been deliberate and willful.

5 160. As a result of Defendants’ infringement, Spin Master and Steven Davis are
6 entitled to injunctive relief, damages, costs, interest and attorneys’ fees pursuant to 35
7 U.S.C. §§ 283, 284 and 285.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiffs pray for judgment as follows:

10 **A.** Judgment in favor of Plaintiffs and against Defendants;

11 **B.** A preliminary and thereafter a permanent injunction restraining and
12 enjoining Defendants and all those in privity, concert or participation with Defendants
13 from:

- 14 (i) making, using, selling, offering for sale, importing into the United
15 States, marketing, reproducing, displaying or distributing any
16 products that are substantially similar to the Zero Gravity Cars;
- 17 (ii) imitating, copying, duplicating or otherwise making any use of the
18 WALL CLIMBER Trademark or any mark confusingly similar to the
19 WALL CLIMBER Trademark;
- 20 (iii) imitating, copying, duplicating or otherwise making any use of the
21 ZERO GRAVITY Trademark or any mark confusingly similar to the
22 ZERO GRAVITY Trademark;
- 23 (iv) making, using, selling, offering for sale, importing into the United
24 States, exposing for sale, marketing, or distributing any products that
25 infringe the ‘896 Patent;

- 1 (v) imitating, copying, duplicating or otherwise making any use of the
2 AIR HOGS Trademarks or any mark confusingly similar to the AIR
3 HOGS Trademarks;
- 4 (vi) imitating, copying, duplicating or otherwise making any use of the
5 HAVOC HELI Trademark or any mark confusingly similar to the
6 HAVOC HELI Trademark;
- 7 (vii) imitating, copying, duplicating or otherwise making any use of the
8 HAVOC HELI Trademark or any mark confusingly similar to the
9 HAVOC HELI Trademark;
- 10 (viii) making, using, selling, offering for sale, importing into the United
11 States, marketing, or distributing any products that infringe the '168
12 Patent;
- 13 (ix) making, using, selling, offering for sale, importing into the United
14 States, marketing, or distributing any products that infringe the '984
15 Patent;
- 16 (x) making, using, selling, offering for sale, importing into the United
17 States, marketing, reproducing, displaying or distributing any
18 products that are substantially similar to the Flying Saucer;
- 19 (xi) making, using, selling, offering for sale, importing into the United
20 States, marketing, or distributing any products that infringe the '586
21 Patent;
- 22 (xii) making, using, selling, offering for sale, importing into the United
23 States, marketing, or distributing any products that infringe the '699
24 Patent;
- 25 (xiii) using the AIR HOGS Trademarks, HAVOC HELI Trademark, and/or
26 the SPIN MASTER Trademark in such fashion as is likely to falsely
27 relate or connect Defendants with Spin Master;
28

1 (xiv) engaging in any other activity constituting unfair competition relating
2 to the AIR HOGS Trademarks, HAVOC HELI Trademark and/or the
3 SPIN MASTER Trademark;

4 (xv) using any false designation of origin or false description which can or
5 is likely to lead the trade or public, or individual members thereof, to
6 mistakenly believe that any service or product advertised, promoted,
7 offered or sold by Defendants are sponsored, endorsed, connected
8 with, serviced, approved, or authorized by Spin Master; and

9 (xvi) assisting, aiding or abetting any person or entity in engaging or
10 performing any of the activities enumerated in subparagraphs (i)
11 through (xv) above;

12 **C.** Impound each Infringing Car and Infringing Flying Saucer in Defendants'
13 possession, custody, or control pursuant to 17 U.S.C. § 503;

14 **D.** Destroy each Infringing Car and Infringing Flying Saucer in Defendants'
15 possession, custody, or control pursuant to 17 U.S.C. § 503;

16 **E.** Award Spin Master, at its election, either (i) actual damages and the profits
17 derived by Defendants as a result of Defendants' infringement of the Car Copyright or
18 (ii) statutory damages in the maximum amount permitted under applicable law with
19 respect to the Car Copyright pursuant to 17 U.S.C. § 504;

20 **F.** Find that Defendants have infringed the WALL CLIMBER Trademark in
21 violation of federal law and have damaged Spin Master's goodwill by the acts
22 complained of herein; and award to Spin Master monetary damages in an amount to be to
23 be determined at trial, including all of Defendants' profits or gains of any kind resulting
24 from their willful infringement, said amount to be trebled, and exemplary damages in
25 view of the intentional nature of the acts complained of herein, pursuant to 15 U.S.C. §
26 1117;

1 **G.** Find that Defendants have infringed the ZERO GRAVITY Trademark in
2 violation of federal law and have damaged Spin Master’s goodwill by the acts
3 complained of herein; and award to Spin Master monetary damages in an amount to be to
4 be determined at trial, including all of Defendants’ profits or gains of any kind resulting
5 from their willful infringement, said amount to be trebled, and exemplary damages in
6 view of the intentional nature of the acts complained of herein, pursuant to 15 U.S.C. §
7 1117;

8 **H.** Award Spin Master damages in the form of lost profits, or in the alternative,
9 not less than a reasonable royalty attributable to Defendants’ infringement of the ‘896
10 Patent, and that such award be increased up to three times pursuant to 35 U.S.C. § 284;
11 and/or Defendants’ total profits attributable to Defendants’ infringement of the ‘896
12 Patent, pursuant to 35 U.S.C. §289;

13 **I.** Find that Defendants have infringed the AIR HOGS Trademarks in violation
14 of federal law and have damaged Spin Master’s goodwill by the acts complained of
15 herein; and award to Spin Master monetary damages in an amount to be to be determined
16 at trial, including all of Defendants’ profits or gains of any kind resulting from their
17 willful infringement, said amount to be trebled, and exemplary damages in view of the
18 intentional nature of the acts complained of herein, pursuant to 15 U.S.C. § 1117;

19 **J.** Find that Defendants have infringed the HAVOC HELI Trademark in
20 violation of federal law and have damaged Spin Master’s goodwill by the acts
21 complained of herein; and award to Spin Master monetary damages in an amount to be to
22 be determined at trial, including all of Defendants’ profits or gains of any kind resulting
23 from their willful infringement, said amount to be trebled, and exemplary damages in
24 view of the intentional nature of the acts complained of herein, pursuant to 15 U.S.C. §
25 1117;

1 **K.** Find that Defendants have infringed the SPIN MASTER Trademark in
2 violation of federal law and have damaged Spin Master's goodwill by the acts
3 complained of herein; and award to Spin Master monetary damages in an amount to be to
4 be determined at trial, including all of Defendants' profits or gains of any kind resulting
5 from their willful infringement, said amount to be trebled, and exemplary damages in
6 view of the intentional nature of the acts complained of herein, pursuant to 15 U.S.C. §
7 1117;

8 **L.** Award Silverlit and Spin Master damages in the form of lost profits, or in
9 the alternative, not less than a reasonable royalty attributable to Defendants' infringement
10 of the '168 and '984 Patents, and that such award be increased up to three times pursuant
11 to 35 U.S.C. § 284; and award Spin Master and Steven Davis damages in the form of lost
12 profits, or in the alternative, not less than a reasonable royalty attributable to Defendants'
13 infringement of the '586 and '699 Patents, and that such award be increased up to three
14 times pursuant to 35 U.S.C. § 284;

15 **M.** Find this case exceptional pursuant to 35 U.S.C. § 285 and awarding
16 Plaintiffs attorneys' fees and costs incurred in this case;

17 **N.** Find Defendants have unfairly competed with Spin Master by the acts
18 complained of herein in violation of Cal. Bus. & Prof. Code §17200, *et seq.* and 15
19 U.S.C. § 1125(a); and order Defendants to disgorge their profits pursuant to Cal. Bus. &
20 Prof. Code §17200, *et seq.*;

21 **O.** Award Spin Master and Davis, at their election, either (i) actual damages
22 and the profits derived by Defendants as a result of Defendants' infringement of the
23 Flying Saucer Copyright or (ii) statutory damages in the maximum amount permitted
24 under applicable law with respect to the Flying Saucer Copyright pursuant to 17 U.S.C. §
25 504;


1 P. Ordering Defendants to identify any and all websites on which the
2 Infringing Car, Infringing Helicopters, and Infringing Flying Saucers are marketed,
3 distributed, offered for sale and/or sold;

4 Q. Award Plaintiffs pre-judgment and post-judgment interest on any monetary
5 awards; and

6 R. Award Plaintiffs such other and further relief as the Court may deem just,
7 proper and equitable under the circumstances.

8
9 DATED: July 14, 2011

GREENBERG TRAURIG, LLP

10
11 By: 
12 VALERIE W. HO
13 JEFFREY F. YEE
14 KAMRAN SALOUR

15 Attorneys for Plaintiffs and Counterdefendants
16 Silverlit Toys Manufactory Ltd., Spin Master Ltd.
17 and Steven Davis
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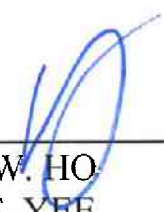
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Silverlit Toys Manufactory Ltd. (“Silverlit”), Spin Master Ltd. (“Spin Master”), and Steven Davis (collectively “Plaintiffs”) demand a trial by jury of any issue triable of right by a jury.

DATED: July 14, 2011

GREENBERG TRAURIG, LLP

By:  _____
VALERIE W. HO
JEFFREY F. YEE
KAMRAN SALOUR

Attorneys for Plaintiffs and Counterdefendants
Silverlit Toys Manufactory Ltd., Spin Master Ltd.
and Steven Davis

EXHIBIT 1

1 GREENBERG TRAUIG, LLP
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2 (chieffov@gtlaw.com)
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6 GREENBERG TRAUIG, LLP
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7 (goinesw@gtlaw.com)
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8 (hamiltonc@gtlaw.com)
1900 University Avenue
9 Fifth Floor
East Palo Alto, California 94303

10 Attorneys for Plaintiffs
11 Silverlit Toys Manufactory Ltd. and Spin Master Ltd.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION
15

16 SILVERLIT TOYS MANUFACTORY
LTD., a Hong Kong company, and SPIN
17 MASTER LTD., a Canadian corporation,

18 Plaintiffs,

19 vs.

20 ABSOLUTE TOY MARKETING, INC., a
21 Utah corporation, *d.b.a.*
HOBBYTRON.COM; TIM GIBSON, an
22 individual; and JIM ROYER, an individual.

23 Defendants.
24

CASE NO. C 06 7966 CW

**FINAL JUDGMENT AND PERMANENT
INJUNCTION:**

25 This Stipulated Final Judgment and Permanent Injunction (“Judgment”) is entered into by and
26 among plaintiffs Silverlit Toys Manufactory Ltd. (“Silverlit”) and Spin Master Ltd. (“Spin Master”)
27 (jointly, “Plaintiffs”), on the one hand, and defendants Absolute Toy Marketing, Inc. *dba*
28 HobbyTron.com (“Absolute Toy Marketing”), Tim Gibson (“Gibson”), and Jim Royer (“Royer”)

1 (collectively, the “Defendants”), on the other hand, with respect to this action, and in accordance with
2 and pursuant to the terms of a Settlement Agreement and Mutual Release of Claims (the “Settlement
3 Agreement”) among the parties to this action.

4 The parties, having stipulated to the entry of the following Judgment, and good cause
5 appearing for the entry thereof:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

7 1. This Court has jurisdiction over the parties and subject matter of this action.

8 2. Judgment is hereby entered in favor of Plaintiffs and against the Defendants, jointly
9 and severally, on Plaintiffs’ claims for: (1) willful copyright infringement; (2) willful contributory
10 copyright infringement; and (3) willful vicarious copyright infringement with respect to the following
11 registered copyrights:

12 (a) United States copyright, registration VAu694-351 (the “Helicopter Copyright”);

13 (b) United States copyright, registration VA 1-369-666 (the “Instruction Manual
14 Copyright”); and

15 (c) United States copyright, registration VA 1-369-667 (the “Packaging Copyright”);
16 as provided in paragraphs 3 and 4.

17 3. Pursuant to Plaintiffs’ claims of willful copyright infringement as set forth in
18 paragraph 2 above, in addition to the Permanent Injunction, Judgment shall be entered against
19 Absolute Toy Marketing in the sum of Two Hundred Thousand Dollars (\$200,000).

20 4. The Defendants, their successors, assigns, officers, agents, servants, and employees,
21 and any and all persons acting in concert or participation with them are immediately and permanently
22 enjoined worldwide from:

23 (a) manufacturing, procuring the manufacture of, importing, exporting, distributing,
24 selling, offering to sell, receiving, forwarding, shipping, displaying (either on their website or
25 otherwise), marketing, advertising, or in any way commercially exploiting any and all toy helicopters
26 or products constituting an unauthorized simulation, reproduction, copy, colorable imitation, or
27 counterfeit of Plaintiffs’ genuine helicopter as set forth in the Helicopter Copyright, Plaintiffs’
28 genuine instruction manual as set forth in the Instruction Manual Copyright, or Plaintiffs’ genuine

1 packaging as set forth in the Packaging Copyright, or that otherwise infringe upon the Helicopter
2 Copyright, the Instruction Manual Copyright, and/or the Packaging Copyright (including but not
3 limited to the “Pico Z” or “Picco Z” products, instruction manuals, and packaging at issue in this
4 lawsuit);

5 (b) displaying (either on their website or otherwise), copying, promoting, reproducing,
6 or in any way commercially exploiting the genuine Silverlit® Picoo Z™ Helicopter, the genuine Picoo
7 Z instruction manual, or genuine Picoo Z packaging, or any copies (including images thereof) in
8 connection with manufacturing, procuring the manufacture of, importing, exporting, distributing,
9 selling, offering to sell, receiving, forwarding, shipping, displaying, marketing, advertising, or in any
10 way commercially exploiting any and all toy helicopters or products constituting an unauthorized
11 simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine helicopter as
12 set forth in the Helicopter Copyright, Plaintiffs’ genuine instruction manual as set forth in the
13 Instruction Manual Copyright, or Plaintiffs’ genuine packaging as set forth in the Packaging
14 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
15 Copyright, and/or the Packaging Copyright (including but not limited to the “Pico Z” or “Picco Z”
16 products, instruction manuals, and packaging at issue in this lawsuit);

17 (c) engaging in any further conduct suggesting, tending to suggest, or in any way
18 conveying the impression to the public that any and all toy helicopters or products constituting an
19 unauthorized simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine
20 helicopter as set forth in the Helicopter Copyright, Plaintiffs’ genuine instruction manual as set forth
21 in the Instruction Manual Copyright, or Plaintiffs’ genuine packaging as set forth in the Packaging
22 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
23 Copyright, and/or the Packaging Copyright (including but not limited to the “Pico Z” or “Picco Z”
24 products, instruction manuals, and packaging at issue in this lawsuit) are genuine, authentic, licensed,
25 or authorized products of Plaintiffs;

26 (d) engaging in any further conduct suggesting, tending to suggest, or in any way
27 conveying the impression to the public that any and all toy helicopters or products constituting an
28 unauthorized simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine

1 helicopter as set forth in the Helicopter Copyright, Plaintiffs' genuine instruction manual as set forth
2 in the Instruction Manual Copyright, or Plaintiffs' genuine packaging as set forth in the Packaging
3 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
4 Copyright, and/or the Packaging Copyright (including but not limited to the "Pico Z" or "Picco Z"
5 products, instruction manuals, and packaging at issue in this lawsuit) are directly or indirectly
6 sponsored by, approved by, or affiliated with Plaintiffs;

7 (e) engaging in any other acts constituting an infringement of the Helicopter
8 Copyright, the Instruction Manual Copyright, and/or the Packaging Copyright; and

9 (f) assisting, aiding, and/or abetting any person(s) or entity(ies) in engaging in the
10 activities referred to in subparagraphs (a) through (e) above.

11 5. The above paragraph 4 does not prohibit Defendants from selling, offering to sell,
12 receiving, forwarding shipping, displaying, marketing, or advertising Plaintiffs' genuine products so
13 long as such actions do not in any way violate Plaintiffs' rights, the Copyright Act, the Lanham Act,
14 or any other applicable state and/or federal laws.

15 6. Pursuant to 17 U.S.C. § 503(b), Plaintiffs shall immediately be allowed to destroy all
16 products, instruction manuals, packaging, images, and promotional materials infringing on Plaintiffs'
17 copyrights or any simulation, reproduction, counterfeit, copy, confusingly similar variation, or
18 colorable imitation thereof, and all plates, molds, matrices, and other means of making the same
19 (collectively, "Infringing Materials") that have been previously impounded in this action. In
20 connection therewith, the Defendants represent and warrant that all such Infringing Materials have
21 previously been delivered to Plaintiffs for impoundment, and that no such Infringing Materials were
22 delivered to the possession, custody, and control of Defendants after the time such Infringing
23 Materials were previously impounded.

24 7. In the event that the Defendants in the future come into the possession, custody, and
25 control of additional Infringing Materials, the Defendants shall provide written notice to Plaintiffs'
26 counsel that such additional Infringing Materials are in the Defendants' possession, custody, and
27 control within two (2) days from the date that the Defendants discover or receive such additional
28 Infringing Materials. The Defendants also shall, at their sole expense, deliver all such additional

EXHIBIT 2

Your Receipt Order Number: 660541

From: **HobbyTron.com Orders** (ship@hobbytron.com)
Sent: Fri 9/25/09 5:51 PM
To: secomi@hotmail.com

Thank you for your business! Here is your receipt.

Order Number: 660541

Billing Address:

Mr Michael Secondo

912 9th St., 9
Santa Monica, CA 90403
United States
323 644-0996
secomi@hotmail.com

Shipping Address:

Mr Michael Secondo

912 9th St., 9
Santa Monica, CA 90403
United States
323 644-0996

Comments / More Information

Ordering Instructions

Qty Name SKU Each Sub Total

1 Space Spider Mini Wall Climber RTR Electric RC Stunt CarZX-8015 \$19.95 \$19.95
1 Ed Hardy Special Edition Silverlit Gyrotor X-Rotor RC Electric RTF Mini HelicopterZX-ED-
104 \$39.95 \$39.95

Sub Total \$59.90
Shipping and Handling: Next Day Air (Only 1-2 Business Days, most items**) \$37.00
Tax Total \$5.54
Grand Total \$102.44

Payment type:MasterCard

Do not reply to this email. If you have any questions about your order, go to the following link to submit your inquiry:
<http://www.hobbytron.com/contact.html>

Visit this link to track your order <http://www.hobbytron.com/member>. In the case of an item being temporarily out of stock, you will receive an email with an estimated time of shipment.

Since we are asked quite often...the best way to link to us is to use the

Windows Live Hotmail Print Message

following link:

<http://www.HobbyTron.com>

Store URL: <http://www.hobbytron.com>

This store is powered by ShopSite web catalog software.

EXHIBIT 3



Thursday, September 24, 2009
 Search



Qty	SKU	Product Name	Price	Discounts	Line Total
1	85615	PICOO Z Worlds Smallest RC Helicopter - Silverlit	\$99.99	\$0.00	\$99.99
1	735-61CD	3ch Mini Sport Infrared Control Helicopter	\$39.95	\$0.00	\$39.95
1	MINI UFO	MINI UFO Flying Saucer Remote Control	\$19.99	\$0.00	\$19.99

Subtotal: **\$159.93**
 Shipping: **\$0.00**
 Discounts: **\$0.00**
 Sales Tax: **\$11.20**
 Grand Total: **\$171.13**

Your order ID number is **1861197**. Please print this page out for your records.

[Return to Main Site](#)

Copyright 2004: World Trading 23
 All rights reserved. Terms of Use | Privacy Statement
 Powered by: **newtcart3**

EXHIBIT 4

Purchase Order

RC Heli King - Social Network, Product Reviews, Forum, and Blog for RC Helicopters
 525 Park Ave
 San Fernando, 91340



Order Information

Order Number: 77000024
 Order Date: Tuesday, 17 November 2009 10:04
 Order Status: Pending

Customer Information

Bill To

Email: secomi@hotmail.com
 Company Name:
 Title:
 First Name: Michael
 Last Name: Secondo
 Middle Name:
 Address 1: 912 9th St., #9
 Address 2:
 City: Santa Monica
 Zip/Postal Code: 90403
 Country: United States (Continental)
 State/Province/Region: CA
 Phone: 323 644-0996
 Mobile phone:
 Fax:

Ship To

Address Nickname: -default-
 Company Name:
 First Name: Michael
 Last Name: Secondo
 Middle Name:
 Address 1: 912 9th St., #9
 Address 2:
 City: Santa Monica
 Zip/Postal Code: 90403
 Country: United States (Continental)
 State/Province/Region: CA
 Phone: 323 644-0996
 Mobile phone:
 Fax:

Shipping Information

Carrier	Shipping Mode	Price
UPS	Next Day Air (Only 1-2 Business Days, Most Items*)	\$89.95

Order Items

Qty	Name	SKU	Price	Total
1	Electric Mini Performer Dragonfly 2 Ch RTF RC Helicopter	ZX-735-59A	\$14.00	\$14.00
1	Electric Mini Hughes 300 Fairy 2 Ch RTF RC Helicopter	DYT-SM609	\$14.95	\$14.95
1	Micro FJ-708 Series Delightful RTF Electric RC Indoor Helicopter	ZX-FJ-708A	\$19.97	\$19.97
1	Micro Dragonfly Electric RTF Mini RC Helicopter	UJ-536	\$19.95	\$19.95
1	Clearance Item - Mini Bug RTR RC Helicopter	UJ-636	\$22.95	\$22.95
1	PACKAGE 3 Mini Raven RTR Radio Control Helicopter Package Deal (ZX-7700-PACKAGE	\$39.90	\$39.90
1	One Havoc Hell Air Hog Infrared Mini RC Helicopter Spinmaster RT	653008	\$45.00	\$45.00
1	PACKAGE 3 Micro Apache RC Electric 2 CH Helicopter Package Deal	CIS-1028-PACKAGE	\$39.90	\$39.90

SubTotal: \$216.62
 Shipping and Handling Fee: \$89.95
 Tax Total: \$0.00
Total: \$306.57

Payment Information

Payment Method : Credit Card Payment
 Account Name : Michael A Secondo
 Account Number : *****0971
 Expire Date : Nov-2012

Thank you for your HobbyTron.com Order!

Please find a coupon code below for \$5 off your next order of \$35 or more, good for 60 days from the date of this order. Simply input this coupon in your shopping cart!
COUPON CODE: X259B

In order to ensure satisfaction with your purchase, we request the following:

1. **IF DAMAGED IN SHIPPING:** If your package arrives damaged during shipping, please refuse the package or return to a UPS/Fedex shipping location within 24 hours marked "refused due to shipping damage." Then call us so we can file a claim with UPS. Failure to do so will result in loss of refund or replacement by UPS/Fedex.
2. **KEEP PACKAGING:** Save boxes, packaging material, and paperwork – don't throw anything away. They are required for any warranty issues.
3. **READ INSTRUCTIONS:** Read the instructions carefully and completely. Many of the items we sell can be damaged the first time if used improperly. Improper use will void your warranty.
4. **START SLOWLY:** Take your time to get familiar with the items, and start slowly, to prevent accidental damage.

RETURNS must be within 30 days of receipt.

We accept returns on new, unopened, unused items. To receive an RMA number to authorize a return you must go to Hobbytron.com, click onto Contact us, and request an RMA. If you are requesting an RMA# for multiple items on an order, please include them all on the same RMA form. After submitting the request you will be contacted within 24 hours via email. Please note, attempting to return items you have opened for a refund is mail fraud and you may be subject to prosecution. Open items are not returnable.

DEFECTIVE ITEMS

We apologize in advance on behalf of the manufacturer for any defective items you may receive. Please understand that defects do occur occasionally, and manufacturers insist on handling defects directly to insure quality improvements. We know how frustrating this can be, and we want to help you quickly receive a working product.

A defective item is an item that arrives undamaged in shipping, but unable to function properly. The item must not have any visible damage and must clearly be from manufacturing issues. Please note, attempting to return merchandise you have damaged is mail fraud and you may be subject to prosecution.

If you receive a defective item simply call the manufacturer for help. If you are unable to locate the manufacturer contact information you may submit your question here:

<http://www.hobbytron.com/customerservice/>, hobbytron.com/rma, and we will provide the manufacturer contact information. Please note that you must return all packaging, manuals, and items included in the original product box to the manufacturer, along with your packing slip and a detailed explanation of the defect within 30 days of receipt. Gift purchase returns and warranty claims for purchases made during November and December must be received by January 20th.

PLEASE NOTE: Items returned to us without a RMA# will be refused. Items returned to us with an RMA# must be received within 30 days of the RMA issuance, and will be refunded appropriately within 10-15 business days. Please allow up to two billing cycles for your refund to appear on your credit card statement. A returned item with damage caused by you will receive at most a 20% refund, will immediately be discarded, and you may be subject to a \$30 per hour administration charge and prosecution for mail fraud. Attempting to do a credit card chargeback for returns not in compliance with our policies will incur an administration fee of \$50 per chargeback. We are not responsible for shipping charges or return shipping charges on defective or returned items unless you receive the wrong item or are missing an item from your order. Returned free shipping items and refused items will be charged an appropriate shipping cost. If we warrantee the item directly then we will pay the shipping charges to send you the repaired or replacement item.

EXHIBIT 5

HOBBYTRON.COM

AVS	Order Number
Y	713470
CVV2	PS Number
P	0000000100200000000000
[InStock] [ND] [LEGO]	Print Number
	8122-1003

Customer: _____ **Ship To:** _____

Paid Visa	Ship Via	X	Shipping \$43.00	Order Date 2010-03-23
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NL	SKU	Qty	ISSH	BOOL	SS	Description	Unit	Ext
	ZX-8015	1				80 Space Spider Mini Wall Climber RTR Electric RC Stunt Car	19.95	19.95
41-C-4	ZX-8888	1				79 Flying Saucer Electric RTF RC	19.95	19.95

Box#: 3+ DF NM	NEXT DAY AIR	Discounts	0.00
		Sub Total	39.90
		Total Tax	3.69
		Shipping	43.00
		Grand Total	\$86.59

Picked By: **QC By:**

Ordering Instructions: _____

Order Time: 11:47:07 am Print Date: 2010-03-24 Time: 8:53 am ID: 1202102195:011931

HobbyTron
525 Park Ave
San Fernando, CA 91340


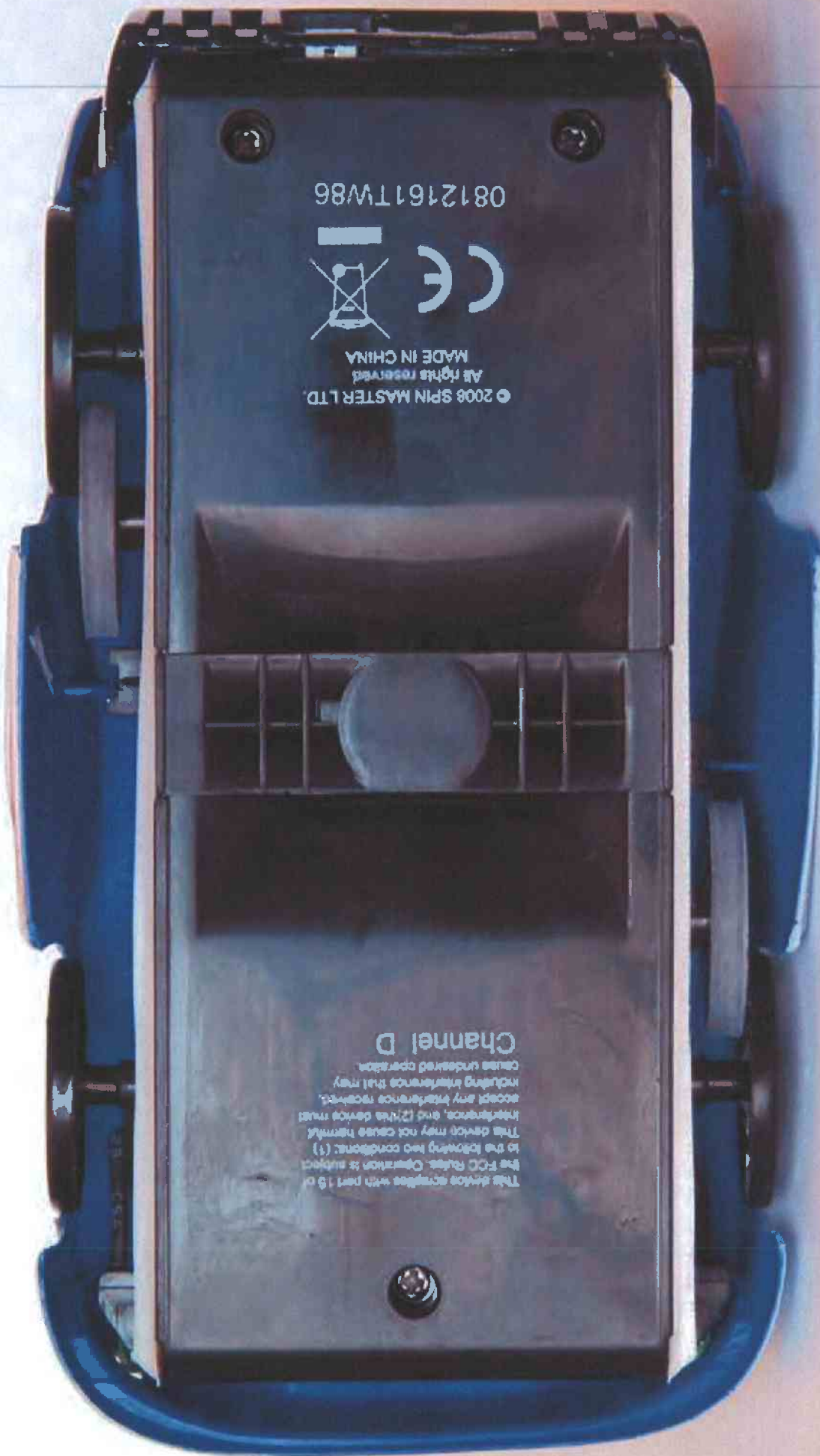


EXHIBIT 6



0812161TW86



© 2008 SPIN MASTER LTD.
All rights reserved.
MADE IN CHINA

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference that may cause undesired operation.

Channel D











EXHIBIT 7

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

**

Registration Number:

VA 1-645-947

Effective date of registration:

November 19, 2008

Title

Title of Work: Toy car - Sports (5369-385)

Completion/Publication

Year of Completion: 2007

Date of 1st Publication: September 26, 2007

Nation of 1st Publication: United States

Author

▪ **Author:** Spin Master Ltd.

Author Created: Entire Work

Work made for hire: Yes

Citizen of: Canada

Domiciled in: Canada

Copyright claimant

Copyright Claimant: Spin Master Ltd.

450 Front Street West, Toronto, Ontario, M5V 1B6, Canada

Certification

Name: Edward Weisz

Date: November 19, 2008

IPN#:



* *

Registration #: VA0001645947

Service Request #: 1-135357837

Cohen Pontani Lieberman & Pavane LLP
Attn: Edward Weisz
551 Fifth Avenue
Suite 1210
New York, NY 10176



















EXHIBIT 8

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 3,267,725

United States Patent and Trademark Office

Registered July 24, 2007

**TRADEMARK
PRINCIPAL REGISTER**

WALL CLIMBER

SPIN MASTER LTD. (CANADA CORPORATION)
450 FRONT STREET WEST
TORONTO, ONTARIO, CANADA M5V 1B6

PRIORITY CLAIMED UNDER SEC. 44(D) ON
CANADA APPLICATION NO. 1,250,977, FILED 3-17-
2005, REG. NO. TMA674608, DATED 10-11-2006, EX-
PIRES 10-11-2021.

FOR: TOY VEHICLES, IN CLASS 28 (U.S. CLS. 22,
23, 38 AND 50).

SER. NO. 78-638,892, FILED 5-27-2005.

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

MARK T. MULLEN, EXAMINING ATTORNEY

EXHIBIT 9

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

United States Patent and Trademark Office

Reg. No. 3,210,297

Registered Feb. 20, 2007

**TRADEMARK
PRINCIPAL REGISTER**

ZERO GRAVITY

SPIN MASTER LTD. (CANADA CORPORATION)
450 FRONT STREET WEST
TORONTO, ONTARIO, CANADA M5V 1B6

FOR: TOY VEHICLES, IN CLASS 28 (U.S. CLS. 22,
23, 38 AND 50).

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

PRIORITY CLAIMED UNDER SEC. 44(D) ON
CANADA APPLICATION NO. 1,254,427, FILED 4-18-
2005, REG. NO. TMA665,012, DATED 5-26-2006, EX-
PIRES 5-26-2021.

SER. NO. 78-657,048, FILED 6-23-2005.

MICHAEL GAAFAR, EXAMINING ATTORNEY

EXHIBIT 10



US00D590896S

(12) **United States Design Patent** (10) **Patent No.:** **US D590,896 S**
Clark, Jr. et al. (45) **Date of Patent:** **** Apr. 21, 2009**

(54) **TOY CAR BASE**

(76) Inventors: **Leonard R. Clark, Jr.**, 128 Weldy Ave., Oreland, PA (US) 19075; **H. Peter Greene, Jr.**, 12 Wards Way, Boyertown, PA (US) 19512

(**) **Term:** **14 Years**

(21) **Appl. No.:** **29/312,447**

(22) **Filed:** **Oct. 21, 2008**

Related U.S. Application Data

(63) Continuation-in-part of application No. 29/301,669, filed on Mar. 12, 2008.

(51) **LOC (9) Cl.** **21-01**

(52) **U.S. Cl.** **D21/562; D21/561**

(58) **Field of Classification Search** **D21/548-551, D21/561-563; 446/454-457, 465-470, 431, 446/433, 444-447; 29/273; D12/86, 88, D12/93, 159; 463/6, 39; 180/65.1, 65.2, 180/65.3**

See application file for complete search history.

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Assistant Examiner—Cynthia M Chiu

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(57) **CLAIM**

The ornamental design for a toy car base, as shown and described.

DESCRIPTION

FIG. 1 is a right side view;

FIG. 2 is a left side view;

FIG. 3 is a top view;

FIG. 4 is a bottom view;

FIG. 5 is a front view;

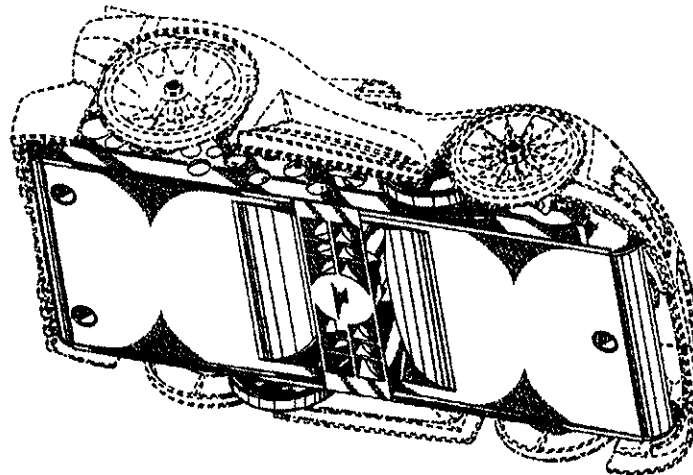
FIG. 6 is a rear view;

FIG. 7 is a perspective top right side view; and,

FIG. 8 is a e perspective bottom right side view.

The dash-dot broken lines immediately adjacent the shaded areas represent the bounds of the claim. All other broken lines illustrate the position of a toy car body on the toy car base. None of the broken lines form a part of the claimed design.

1 Claim, 7 Drawing Sheets



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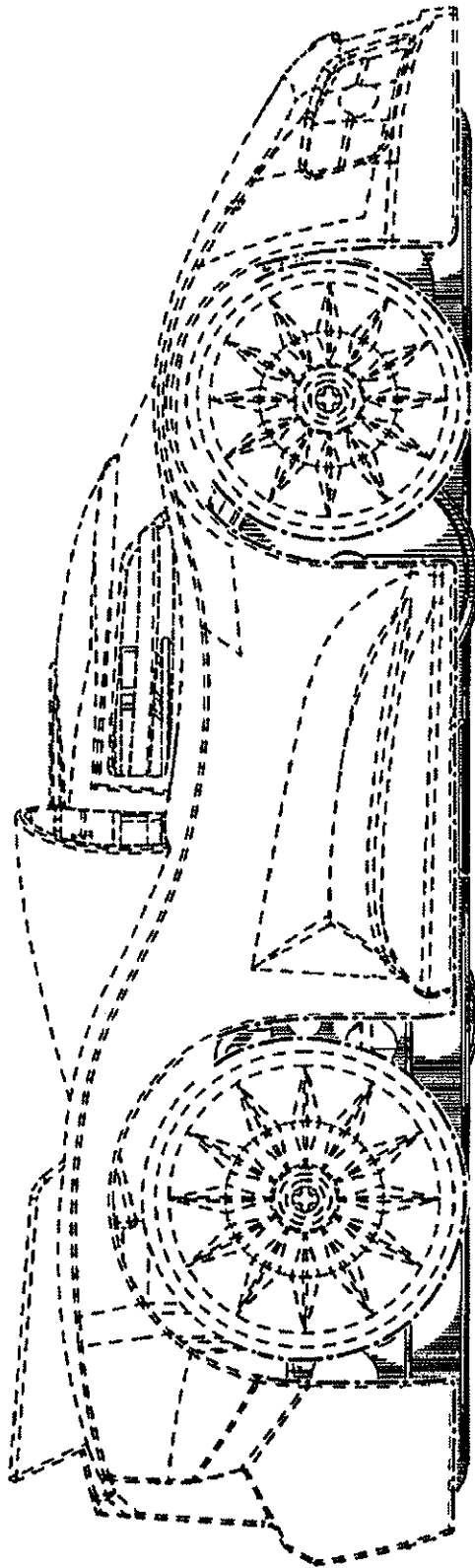


FIG. 1

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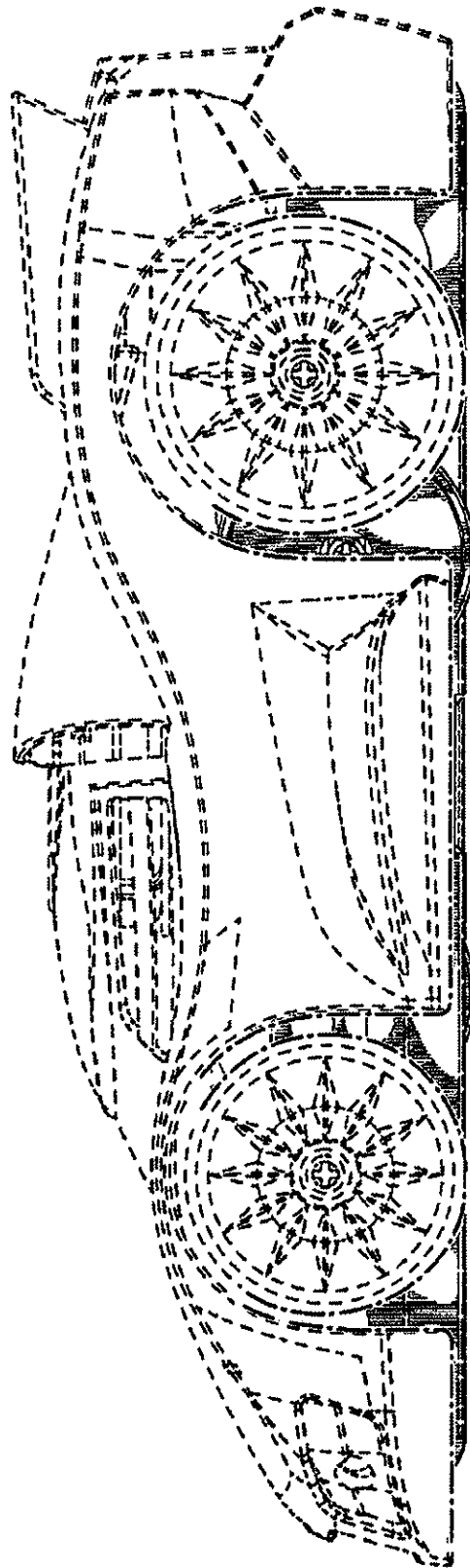


FIG. 2

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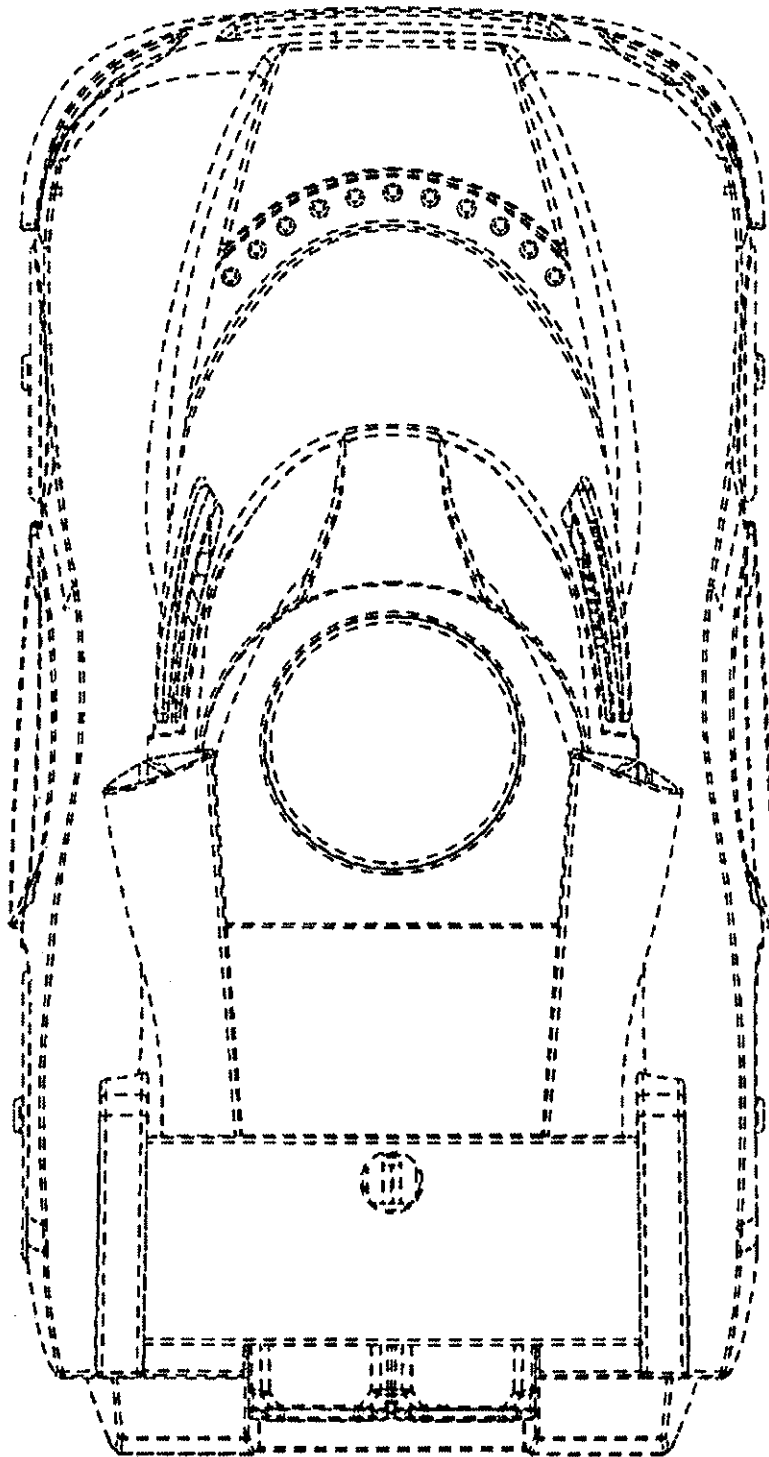


FIG. 3

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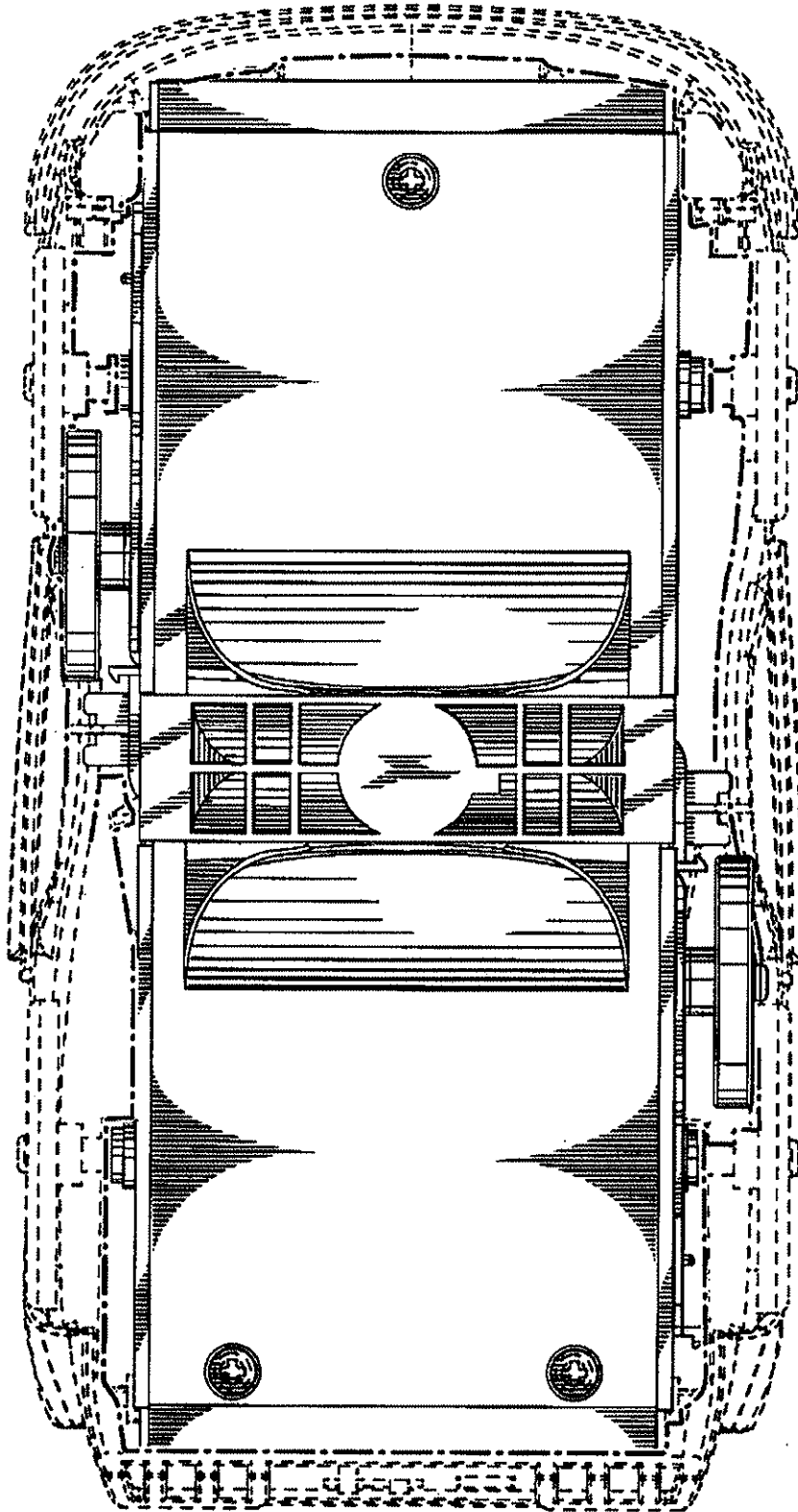


FIG. 4

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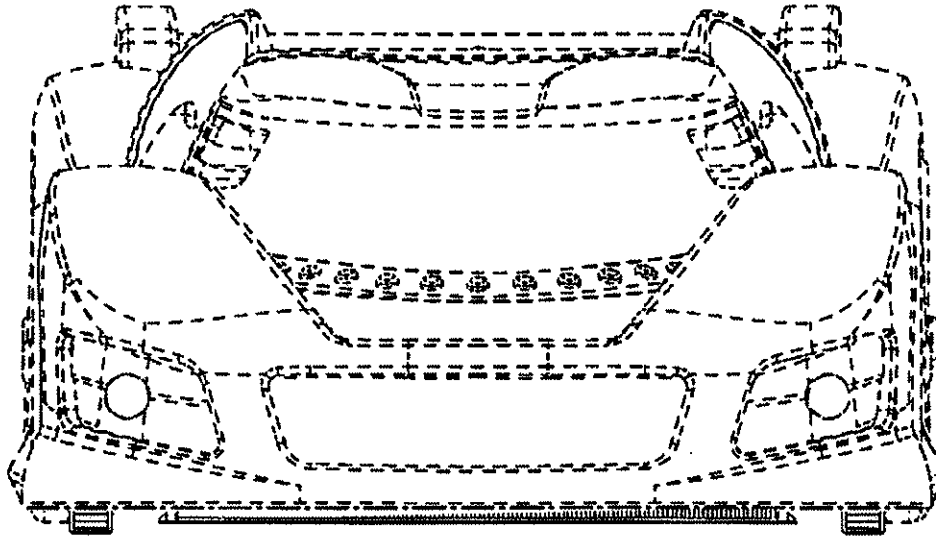


FIG. 5

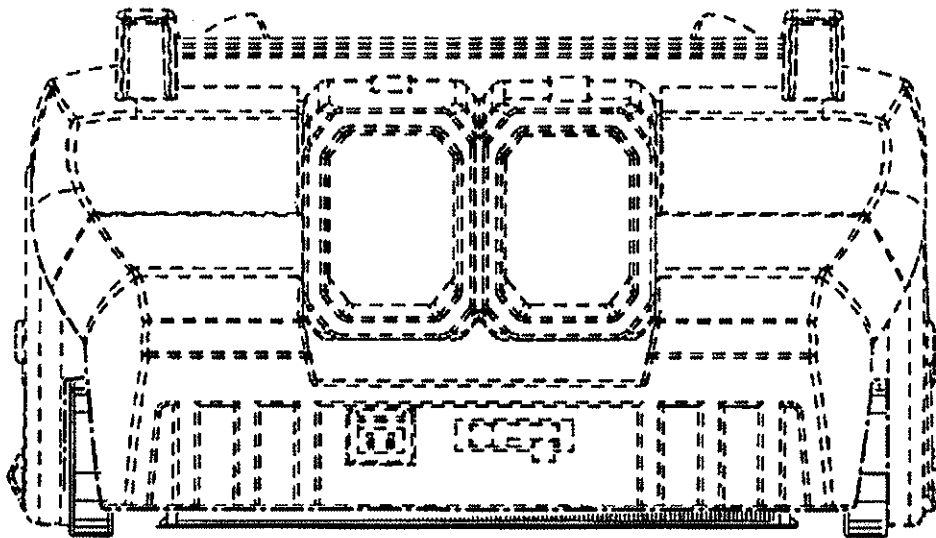


FIG. 6

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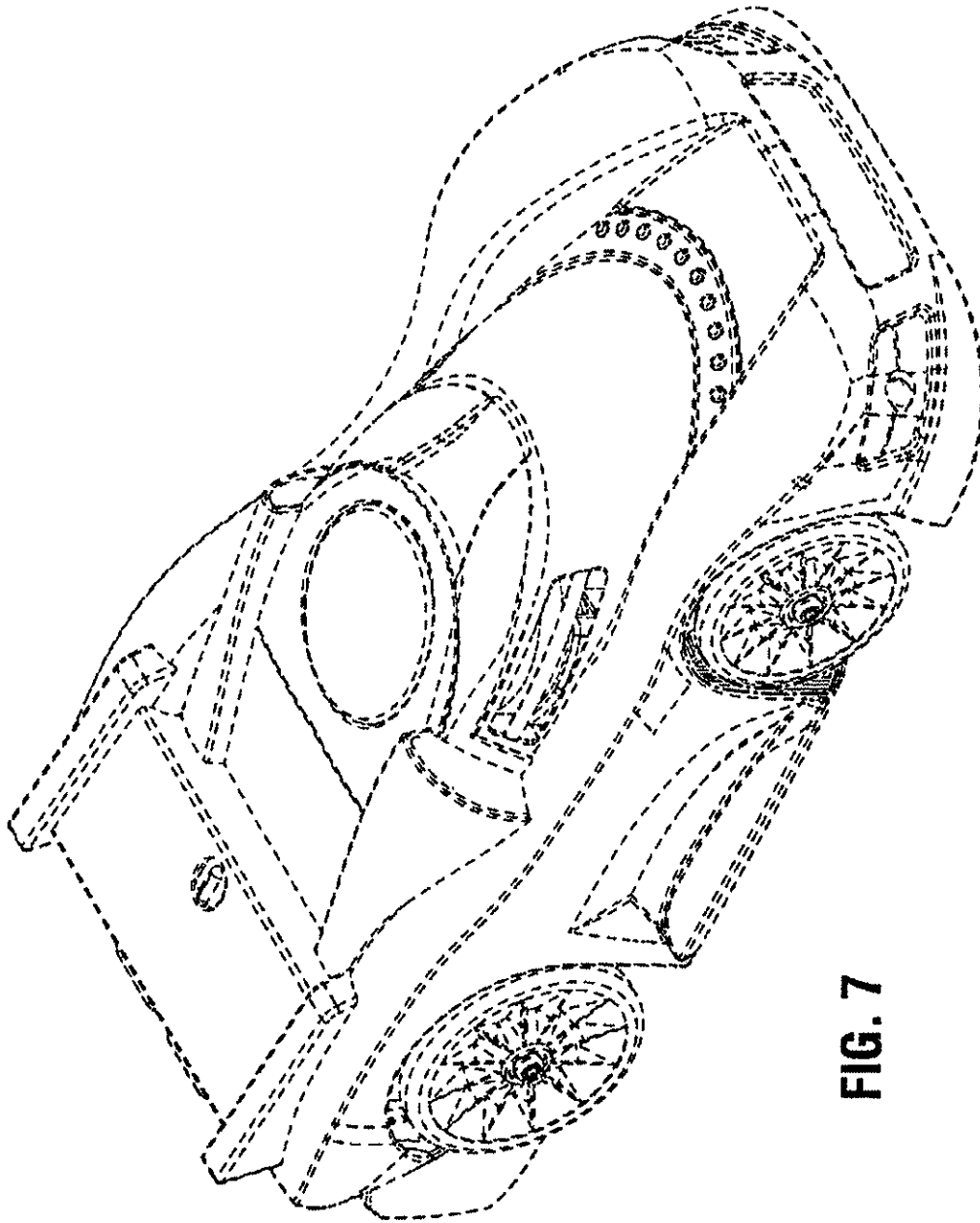


FIG. 7

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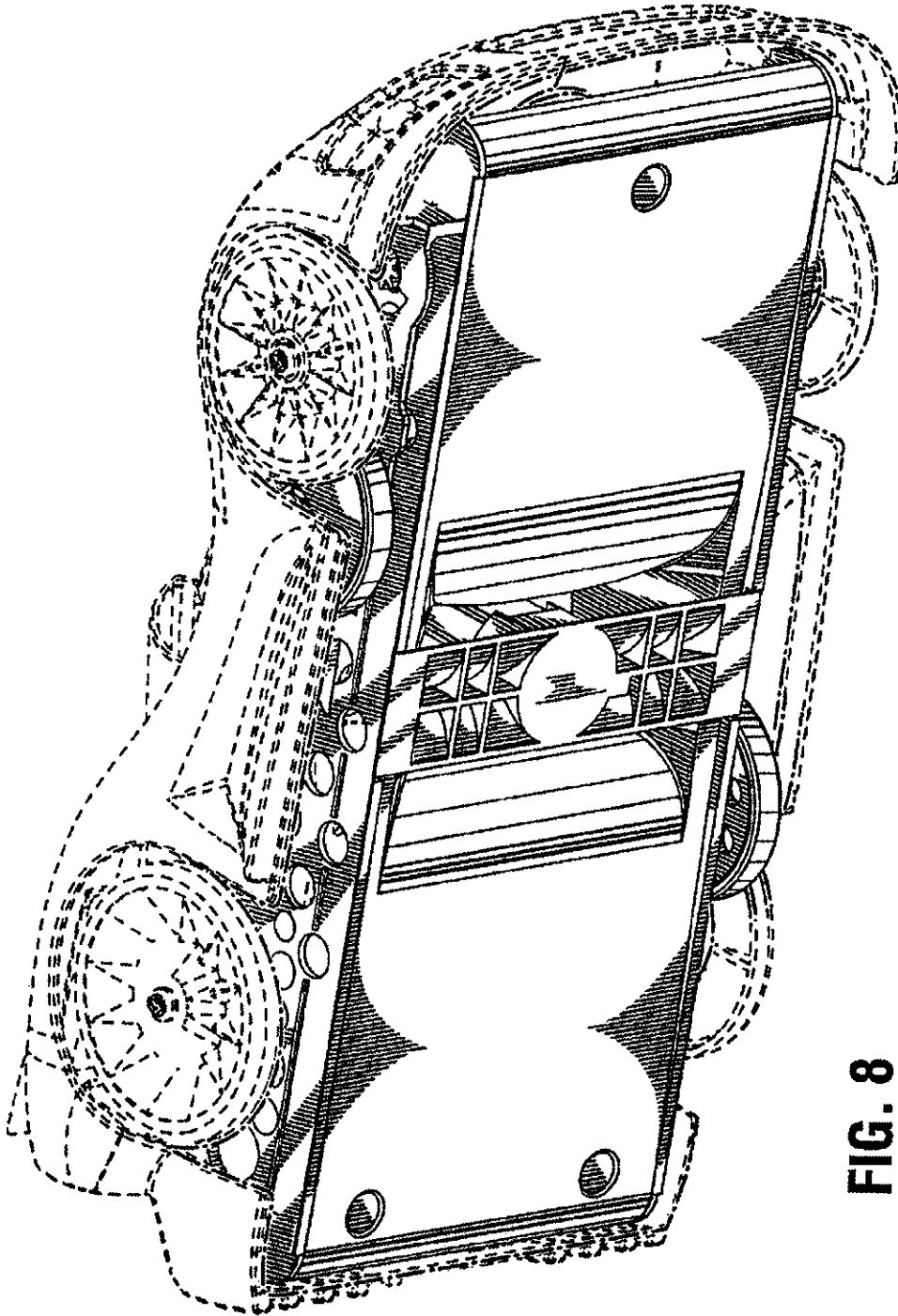


FIG. 8