

TO: Commissioner of Patents and Trademarks Washington, DC 20231	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of California on the following Patents or Trademarks:

DOCKET NO. <i>C 10-5303 RS</i>	DATE FILED <i>11/29/10</i>	U.S. DISTRICT COURT Northern District of California - San Jose Division
PLAINTIFF Disney Enterprises, Inc., Warner Bros. Entertainment Inc., DC Comics, Hanna-Barbera Productions, Inc., and Sanrio, Inc.		DEFENDANT Monster Fun Jumps (see attachment)
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 <i>316 TMs</i>		See Attached Exhibits
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In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Answer <input checked="" type="checkbox"/> Cross Bill <input checked="" type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
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REPORT ON THE
FILING OR DETERMINATION OF AN
ACTION REGARDING A PATENT OR
TRADEMARK ATTACHMENT

Disney Enterprises, Inc., Warner Bros. Entertainment Inc., DC Comics, Hanna-
Barbera Productions, Inc., and Sanrio, Inc.,

Plaintiffs,

v.

Monster Fun Jumps a/k/a Jump City a/k/a Family Fun Jumps a/k/a Mountain
House Fun Jumps a/k/a Dublin Fun Jumps a/k/a Danville Fun Jumps a/k/a
Pleasanton Fun Jumps a/k/a San Ramon Fun Jumps a/k/a Livermore Fun Jumps
a/k/a Jumpy House Bouncy House Water Slides Party Rental Co., Mark Camarota
a/k/a Mark Chance, and Does 1 – 10, inclusive,

Defendants.

EXHIBIT B
DISNEY'S TRADEMARKS

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
Mickey Mouse	Typed Drawing	78,976,959	n/a
Mickey Mouse	Standard Character Mark	Serial Number 77,130,011	n/a
Mickey Mouse	Typed Drawing	3,006,349	10/11/05
Mickey Mouse	Typed Drawing	315,056	7/17/34
Mickey Mouse	Standard Character Mark	77,130,201	n/a
Mickey Mouse	Typed Drawing	1,115,389	4/28/81
Mickey Mouse	Typed Drawing	1,152,389	4/28/81
Mickey Mouse	Design Only	2,704,887	4/8/03
Mickey Mouse Head Device	Design Only	2,781,693 (Serial Number 78637100)	11/11/03
Minnie Mouse	Typed Drawing	3,102,338	6/06/06
Minnie Mouse	Design Only	2,700,619	3/25/03
Minnie Mouse	Standard Character Mark	Serial Number 77130173	n/a
Minnie Mouse	Standard Character Mark	Serial Number 77099715	n/a
Minnie Mouse	Typed Drawing	Serial Number 78159805	n/a
Pluto	Typed Drawing	1,152,383	4/28/81
Pluto	Design Only	2,707,323	4/15/03
Goofy	Typed Drawing	1,159,124	6/30/81
Goofy	Design Only	2,721,608	6/3/03

Donald Duck	Typed Drawing	1,161,868	7/21/81
Donald Duck	Design Only	2,700,620	3/25/03
Donald Duck	Typed Drawing	3,120,077	9/26/06
Daisy Duck	Design Only	2,704,890	4/8/03
Disney	Typed Drawing	1,162,727	7/28/81
Disney	Typed Drawing	1,838,246 (Serial Number 78163606)	5/31/94
Disney Princess	Standard Character Mark	1,037,788 (Serial Number 78743842)	4/13/76
Walt Disney	Typed Drawing	1,141,312	11/11/80
Walt Disney Signature	Standard Character Mark	1,162,727 (Serial Number 78864123)	7/28/81
Winnie the Pooh	Typed Drawing	3,024,287	12/6/05
Pooh	Design Only	2,704,888	4/8/03
Pooh	Typed Drawing	2,623,099 (Serial Number 78159758)	9/24/02
Piglet	Design Only	2,700,618	3/25/03
Tigger	Design Only	2,860,445	7/6/04
Eeyore	Design Only	Serial Number 76587948	n/a
Eeyore	Typed Drawing	Serial Number 78159727	n/a
Walt Disney's Cinderella	Design Plus Words, Letters, and/or Numbers	3,057,988	2/7/06
Walt Disney's Snow White & the Seven Dwarfs	Design Plus Words, Letters, and/or Numbers	2,891,463	10/5/04
Walt Disney's Sleeping Beauty	Design Plus Words, Letters, and/or Numbers	2,895,966	10/19/04
Sleeping Beauty	Standard Character Mark	Serial Number 77,173,609	n/a

Peter Pan	Standard Character Mark	Serial Number 78911868	n/a
Walt Disney's Peter Pan	Design Plus Words, Letters, and/or Numbers	2895967	10/19/04
Tinker Bell	Standard Character Mark	Serial Number 78911784	n/a
Tinker Bell	Standard Character Mark	Serial Number 78911879	n/a
Tinker Bell	Design Only	Serial Number 78956939	n/a
Tink	Typed Drawing	Serial Number 76099680	n/a
Hannah Montana	Standard Character Mark	3,478,026	7/29/08
Hannah Montana	Standard Character Mark	3,413,555	4/15/08
Hannah Montana	Standard Character Mark	3,473,757	7/22/08
Hannah Montana	Standard Character Mark	3,413,552	4/15/08
Lilo & Stitch	Typed Drawing	2,811,097	3/29/01
Pinocchio	Design Plus Words, Letters, and/or Numbers	2,920,964	1/25/05
Cars	Design Plus Words, Letters, and/or Numbers	3358115	12/18/07
Cars	Design Plus Words, Letters, and/or Numbers	3178664	11/28/06
Lightning McQueen	Standard Character Mark	3370157	1/15/08
Mater	Standard Character Mark	3406600	4/1/08
Rust-Eze	Standard Character Mark	3294617	9/18/07
Doc Hudson	Standard Character Mark	3321900	10/23/07
Toy Story	Typed Drawing	2,520,404	12/18/01
Ariel	Standard Character Mark	Serial Number 77,130,150	n/a

Beauty and the Beast	Typed Drawing	2,961,693	6/14/05
Princess Jasmine	Standard Character Mark	Serial Number 77,098,469	n/a
High School Musical	Standard Character Mark	3,506,572	9/23/08
High School Musical	Standard Character Mark	3,433,096	5/20/08
High School Musical	Standard Character Mark	3,420,394	10/24/06
Meet the Robinsons	Standard Character Mark	3,420,082	4/29/08
Meet the Robinsons	Standard Character Mark	3,354,473	12/7/07
The Cheetah Girls	Standard Character Mark	3,252,269	6/12/07
Walt Disney Pictures Presents The Wild	Standard Character Mark	3,389,689	2/26/08
Disney Bolt	Standard Character Mark	3,648,251	6/30/09
Disney Bolt	Standard Character Mark	3,604,222	4/7/09
Wall-E	Standard Character Mark	3,686,824	9/22/09
Wall-E	Standard Character Mark	3,528,986	11/4/08

EXHIBIT D
WARNER BROS. TRADEMARKS

Trademark Name	Registration No	Reg. Date
BUGS BUNNY	950381	January 9, 1973
BUGS BUNNY	2046053	March 18, 1997
DAFFY DUCK	1998415	September 3, 1996
ELMER FUDD	1997173	August 27, 1996
LOONEY TUNES	1574797	January 2, 1990
PORKY PIG	2062712	May 20, 1997
ROAD RUNNER	2000037	September 10, 1996
TASMANIAN DEVIL	2033589	January 28, 1997
TWEETY	1997174	August 27, 1996

EXHIBIT F
DC COMICS' TRADEMARKS

Trademark	Trademark Registration No.	Trademark Registration Date
Batman	<u>839561 (Serial Number 72256580)</u>	November 28, 1967
Batman	<u>1221720 (Serial Number 73363779)</u>	December 28, 1982
Batman	1,587,507	March 20, 1990
<u>Batman & Rep.</u>	<u>382,770 (Serial Number 71430950)</u>	November 12, 1940
Batman & Rep.	<u>804709 (Serial Number 72218464)</u>	March 1, 1966
Batman & Robin	2,171,937	July 7, 1998
Batman & Robin	<u>2404483 (Serial Number 75301608)</u>	November 14, 2000
Batman Beyond	2,762,067	September 9, 2003
The Batman Rep.	<u>378,913 (Serial Number 71425642)</u>	June 25, 1940
Catwoman	<u>1565883 (Serial Number 73776479)</u>	November 14, 1989
Catwoman	3,181,586	December 5, 2006
Daily Planet	3,018,523	November 22, 2005
<u>Jimmy Olsen</u>	<u>1190637 (Serial Number 73190491)</u>	February 23, 1982
<u>Justice League</u>	<u>1503856 (Serial Number 73684246)</u>	September 13, 1988
<u>Justice League of America</u>	<u>1190681 (Serial Number 73294239)</u>	February 23, 1982
<u>Krypto</u>	<u>1168306 (Serial Number 73213453)</u>	September 8, 1981
<u>Lex Luthor</u>	<u>1634007 (Serial Number 73813018)</u>	February 5, 1991
<u>Lois Lane</u>	<u>1184702 (Serial Number 73190489)</u>	January 5, 1982
<u>Perry White</u>	<u>1184703 (Serial Number 73190490)</u>	January 5, 1982
<u>Robin</u>	<u>1930901 (Serial Number 74521173)</u>	October 31, 1995
<u>S Logo</u>	<u>1173150 (Serial Number 73173809)</u>	October 13, 1981
S Logo	1,197,814	June 15, 1982
S Logo	2,226,415	February 23, 1999

Superman	1,175,907	November 3, 1981
Superman	1,180,068 (Serial Number 73231845)	December 1, 1981
Superman	1,185,526	January 12, 1982
Superman	<u>1209668 (Serial Number 73231897)</u>	September 21, 1982
Superman	<u>1221718 (Serial Number 73363768)</u>	December 28, 1982
Superman in Telescopic	1,200,394	July 6, 1982
Superman in Telescopic	<u>371,803 (Serial Number 71410024)</u>	October 10, 1939
Superman in Telescopic	<u>1200394 (Serial Number 73231898)</u>	July 6, 1982
Superman in Telescopic	<u>2226026 (Serial Number 75432535)</u>	February 23, 1999
Superman in Telescopic & Superman w/ Chains Rep.	<u>391,821 (Serial Number 71444138)</u>	November 25, 1941
Superman Rep. (Flying Figure)	1200387 (Serial Number 73231895)	July 6, 1982
Superman Rep. (Running)	<u>1178048 (Serial Number 73231822)</u>	November 17, 1981
Superman Rep. (Running)	<u>1182041 (Serial Number 73231823)</u>	December 15, 1981
Superman Rep. (Standing Clenched Fists)	1,200,233	July 6, 1982
The Dark Knight	Serial Number 77329797	N/A
Wonder Woman	<u>820334 (Serial Number 72237867)</u>	December 13, 1966
Wonder Woman	<u>1221717 (Serial Number 73363767)</u>	December 28, 1982

EXHIBIT H

HANNA-BARBERA'S TRADEMARKS

Registration No.	Title of Work	Registration Date	Int'l Class
2,615,404	Scooby-Doo	9/3/08	25
2,574,601	Scooby-Doo	5/28/02	28
2,902,799	Scooby-Doo	11/16/04	41
1,579,527	Scooby-Doo	1/23/90	41
2,713,474	Scooby-Doo Rep.	5/6/03	28
2,754,220	What's New Scooby-Doo	8/19/03	41

EXHIBIT J**SANRIO'S TRADEMARKS**

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
Chococat	Design Plus Words, Letters, and/or Numbers	2,842,707	5/18/04
Chococat	Design Plus Words, Letters, and/or Numbers	2,707,592	4/15/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,705,164	4/8/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,714,130	5/6/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,952,043	5/17/05
Chococat	Design Plus Words, Letters, and/or Numbers	2,845,315	5/25/04
Hello Kitty	Design Only	1,200,083	7/6/82
Hello Kitty	Design Only	1,277,721	5/15/84
Hello Kitty	Typed Drawing	1,215,436	11/9/82
Hello Kitty	Typed Drawing	1,279,486	5/29/84
Hello Kitty	Typed Drawing	1,391,550	4/29/86
Hello Kitty	Design Only	1,370,105	11/12/85
Keroppi	Standard Character Mark	3,531,383	11/11/08
Keroppi	Standard Character Mark	3,181,350	12/5/06
Keroppi	Standard Character Mark	3,531,382	11/11/08
Keroppi	Standard Character Mark	3,181,349	12/5/06
Keroppi	Standard Character Mark	3,436,548	5/27/08

Keroppi	Standard Character Mark	3,181,348	12/5/06
Keroppi	Standard Character Mark	3,181,347	12/5/06
Keroppi	Standard Character Mark	3,449,938	6/17/08
Keroppi	Standard Character Mark	3,531,381	11/11/08
Keroppi	Standard Character Mark	3,531,380	11/11/08
Keroppi	Standard Character Mark	3,181,346	12/5/06
Keroppi	Standard Character Mark	3,423,288	5/6/08
Keroppi	Standard Character Mark	3,181,345	12/5/06
Little Twin Stars	Typed Drawing	1,341,864	6/18/85
Little Twin Stars	Typed Drawing	1,192,946	4/6/82
Little Twin Stars	Standard Character Mark	3,245,999	5/29/07
Little Twin Stars	Standard Character Mark	3,245,998	5/29/07
Little Twin Stars	Standard Character Mark	3,245,997	5/29/07
Little Twin Stars	Standard Character Mark	3,245,994	5/29/07
Little Twin Stars	Standard Character Mark	3,245,993	5/29/07
Little Twin Stars	Standard Character Mark	3,245,992	5/29/07
Little Twin Stars	Standard Character Mark	3,245,991	5/29/07
Monkichi	Standard Character Mark	Serial Number 77,154,633	n/a
Monkichi	Standard Character Mark	Serial Number 77,154,635	n/a
My Melody	Typed Drawing	1,305,637	11/20/84
My Melody	Typed Drawing	1,210,192	9/28/82

Pekkle	Typed Drawing	2,327,584	3/14/00
Pekkle	Typed Drawing	2,053,346	4/15/97
Pochacco	Typed Drawing	2,236,507	4/6/99
Pochacco	Typed Drawing	1,985,358	7/9/96
Sanrio	Design Plus Words, Letters, and/or Numbers	2,506,705	11/13/01
Sanrio	Typed Drawing	2,506,577	11/13/01
Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,680	6/3/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,742,381	7/29/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,679	6/3/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,693,639	3/4/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,696,063	3/11/03

DISNEY'S TRADEMARKS

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
Mickey Mouse	Typed Drawing	78,976,959	n/a
Mickey Mouse	Standard Character Mark	Serial Number 77,130,011	n/a
Mickey Mouse	Typed Drawing	3,006,349	10/11/05
Mickey Mouse	Typed Drawing	315,056	7/17/34
Mickey Mouse	Standard Character Mark	77,130,201	n/a
Mickey Mouse	Typed Drawing	1,115,389	4/28/81
Mickey Mouse	Typed Drawing	1,152,389	4/28/81
Mickey Mouse	Design Only	2,704,887	4/8/03
Mickey Mouse Head Device	Design Only	2,781,693 (Serial Number 78637100)	11/11/03
Minnie Mouse	Typed Drawing	3,102,338	6/06/06
Minnie Mouse	Design Only	2,700,619	3/25/03
Minnie Mouse	Standard Character Mark	Serial Number 77130173	n/a
Minnie Mouse	Standard Character Mark	Serial Number 77099715	n/a
Minnie Mouse	Typed Drawing	Serial Number 78159805	n/a
Pluto	Typed Drawing	1,152,383	4/28/81
Pluto	Design Only	2,707,323	4/15/03
Goofy	Typed Drawing	1,159,124	6/30/81
Goofy	Design Only	2,721,608	6/3/03
Donald Duck	Typed Drawing	1,161,868	7/21/81

1	Donald Duck	Design Only	2,700,620	3/25/03
2	Donald Duck	Typed Drawing	3,120,077	9/26/06
3	Daisy Duck	Design Only	2,704,890	4/8/03
4	Disney	Typed Drawing	1,162,727	7/28/81
5	Disney	Typed Drawing	1,838,246 (Serial Number 78163606)	5/31/94
6	Disney Princess	Standard Character Mark	1,037,788 (Serial Number 78743842)	4/13/76
7	Walt Disney	Typed Drawing	1,141,312	11/11/80
8	Walt Disney Signature	Standard Character Mark	1,162,727 (Serial Number 78864123)	7/28/81
9	Winnie the Pooh	Typed Drawing	3,024,287	12/6/05
10	Pooh	Design Only	2,704,888	4/8/03
11	Pooh	Typed Drawing	2,623,099 (Serial Number 78159758)	9/24/02
12	Piglet	Design Only	2,700,618	3/25/03
13	Tigger	Design Only	2,860,445	7/6/04
14	Eeyore	Design Only	Serial Number 76587948	n/a
15	Eeyore	Typed Drawing	Serial Number 78159727	n/a
16	Walt Disney's Cinderella	Design Plus Words, Letters, and/or Numbers	3,057,988	2/7/06
17	Walt Disney's Snow White & the Seven Dwarfs	Design Plus Words, Letters, and/or Numbers	2,891,463	10/5/04
18	Walt Disney's Sleeping Beauty	Design Plus Words, Letters, and/or Numbers	2,895,966	10/19/04
19	Sleeping Beauty	Standard Character Mark	Serial Number 77,173,609	n/a
20	Peter Pan	Standard Character Mark	Serial Number 78911868	n/a
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1	Walt Disney's Peter Pan	Design Plus Words, Letters, and/or Numbers	2895967	10/19/04
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3	Tinker Bell	Standard Character Mark	Serial Number 78911784	n/a
4	Tinker Bell	Standard Character Mark	Serial Number 78911879	n/a
5	Tinker Bell	Design Only	Serial Number 78956939	n/a
6				
7	Tink	Typed Drawing	Serial Number 76099680	n/a
8	Hannah Montana	Standard Character Mark	3,478,026	7/29/08
9	Hannah Montana	Standard Character Mark	3,413,555	4/15/08
10	Hannah Montana	Standard Character Mark	3,473,757	7/22/08
11	Hannah Montana	Standard Character Mark	3,413,552	4/15/08
12				
13	Lilo & Stitch	Typed Drawing	2,811,097	3/29/01
14	Pinocchio	Design Plus Words, Letters, and/or Numbers	2,920,964	1/25/05
15				
16	Cars	Design Plus Words, Letters, and/or Numbers	3358115	12/18/07
17	Cars	Design Plus Words, Letters, and/or Numbers	3178664	11/28/06
18				
19	Lightning McQueen	Standard Character Mark	3370157	1/15/08
20	Mater	Standard Character Mark	3406600	4/1/08
21	Rust-Eze	Standard Character Mark	3294617	9/18/07
22	Doc Hudson	Standard Character Mark	3321900	10/23/07
23				
24	Toy Story	Typed Drawing	2,520,404	12/18/01
25	Ariel	Standard Character Mark	Serial Number 77,130,150	n/a
26	Beauty and the Beast	Typed Drawing	2,961,693	6/14/05
27	Princess Jasmine	Standard Character Mark	Serial Number 77,098,469	n/a
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High School Musical	Standard Character Mark	3,506,572	9/23/08
High School Musical	Standard Character Mark	3,433,096	5/20/08
High School Musical	Standard Character Mark	3,420,394	10/24/06
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Disney Bolt	Standard Character Mark	3,604,222	4/7/09
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Wall-E	Standard Character Mark	3,528,986	11/4/08

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WARNER BROS. TRADEMARKS

Trademark Name	Registration No	Reg. Date
BUGS BUNNY	950381	January 9, 1973
BUGS BUNNY	2046053	March 18, 1997
DAFFY DUCK	1998415	September 3, 1996
ELMER FUDD	1997173	August 27, 1996
LOONEY TUNES	1574797	January 2, 1990
PORKY PIG	2062712	May 20, 1997
ROAD RUNNER	2000037	September 10, 1996
TASMANIAN DEVIL	2033589	January 28, 1997
TWEETY	1997174	August 27, 1996
HAPPY FEET	3350899	December 11, 2007
HAPPY FEET	3346907	December 4, 2007
HAPPY FEET	3346906	December 4, 2007
HAPPY FEET	3346905	December 4, 2007

DC COMICS' TRADEMARKS

Trademark	Trademark Registration No.	Trademark Registration Date
Batman	<u>839561 (Serial Number 72256580)</u>	November 28, 1967
Batman	<u>1221720 (Serial Number 73363779)</u>	December 28, 1982
Batman	1,587,507	March 20, 1990
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Batman & Rep.	<u>804709 (Serial Number 72218464)</u>	March 1, 1966
Batman & Robin	2,171,937	July 7, 1998
Batman & Robin	<u>2404483 (Serial Number 75301608)</u>	November 14, 2000
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The Batman Rep.	<u>378,913 (Serial Number 71425642)</u>	June 25, 1940
Catwoman	<u>1565883 (Serial Number 73776479)</u>	November 14, 1989
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Justice League	<u>1503856 (Serial Number 73684246)</u>	September 13, 1988
Justice League of America	<u>1190681 (Serial Number 73294239)</u>	February 23, 1982
Krypto	<u>1168306 (Serial Number 73213453)</u>	September 8, 1981
Lex Luthor	<u>1634007 (Serial Number 73813018)</u>	February 5, 1991
Lois Lane	<u>1184702 (Serial Number 73190489)</u>	January 5, 1982
Perry White	<u>1184703 (Serial Number 73190490)</u>	January 5, 1982
Robin	<u>1930901 (Serial Number 74521173)</u>	October 31, 1995
S Logo	<u>1173150 (Serial Number 73173809)</u>	October 13, 1981
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Superman	1,175,907	November 3, 1981

1	Superman	1,180,068 (Serial Number 73231845)	December 1, 1981
2	Superman	1,185,526	January 12, 1982
3	Superman	<u>1209668 (Serial Number 73231897)</u>	September 21, 1982
4	Superman	<u>1221718 (Serial Number 73363768)</u>	December 28, 1982
5	Superman in Telescopic	1,200,394	July 6, 1982
6	Superman in Telescopic	<u>371,803 (Serial Number 71410024)</u>	October 10, 1939
7	Superman in Telescopic	<u>1200394 (Serial Number 73231898)</u>	July 6, 1982
8	Superman in Telescopic	<u>2226026 (Serial Number 75432535)</u>	February 23, 1999
9	Superman in Telescopic	<u>391,821 (Serial Number 71444138)</u>	November 25, 1941
10	Superman in Telescopic & Superman w/ Chains Rep.	<u>1200387 (Serial Number 73231895)</u>	July 6, 1982
11	Superman Rep. (Flying Figure)	<u>1178048 (Serial Number 73231822)</u>	November 17, 1981
12	Superman Rep. (Running)	<u>1182041 (Serial Number 73231823)</u>	December 15, 1981
13	Superman Rep. (Running)	1,200,233	July 6, 1982
14	Superman Rep. (Standing Clenched Fists)	Serial Number 77329797	N/A
15	The Dark Knight	<u>820334 (Serial Number 72237867)</u>	December 13, 1966
16	Wonder Woman	<u>1221717 (Serial Number 73363767)</u>	December 28, 1982
17	Wonder Woman		
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HANNA-BARBERA'S TRADEMARKS

Registration No.	Title of Work	Registration Date	Int'l Class
2,615,404	Scooby-Doo	9/3/08	25
2,574,601	Scooby-Doo	5/28/02	28
2,902,799	Scooby-Doo	11/16/04	41
1,579,527	Scooby-Doo	1/23/90	41
2,754,220	What's New Scooby-Doo	8/19/03	41

SANRIO'S TRADEMARKS

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
Chococat	Design Plus Words, Letters, and/or Numbers	2,842,707	5/18/04
Chococat	Design Plus Words, Letters, and/or Numbers	2,707,592	4/15/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,705,164	4/8/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,714,130	5/6/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,952,043	5/17/05
Chococat	Design Plus Words, Letters, and/or Numbers	2,845,315	5/25/04
Hello Kitty	Design Only	1,200,083	7/6/82
Hello Kitty	Design Only	1,277,721	5/15/84
Hello Kitty	Typed Drawing	1,215,436	11/9/82
Hello Kitty	Typed Drawing	1,279,486	5/29/84
Hello Kitty	Typed Drawing	1,391,550	4/29/86
Hello Kitty	Design Only	1,370,105	11/12/85
Keroppi	Standard Character Mark	3,531,383	11/11/08
Keroppi	Standard Character Mark	3,181,350	12/5/06
Keroppi	Standard Character Mark	3,531,382	11/11/08
Keroppi	Standard Character Mark	3,181,349	12/5/06
Keroppi	Standard Character Mark	3,436,548	5/27/08
Keroppi	Standard Character Mark	3,181,348	12/5/06

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Keroppi	Standard Character Mark	3,181,347	12/5/06
Keroppi	Standard Character Mark	3,449,938	6/17/08
Keroppi	Standard Character Mark	3,531,381	11/11/08
Keroppi	Standard Character Mark	3,531,380	11/11/08
Keroppi	Standard Character Mark	3,181,346	12/5/06
Keroppi	Standard Character Mark	3,423,288	5/6/08
Keroppi	Standard Character Mark	3,181,345	12/5/06
Little Twin Stars	Typed Drawing	1,341,864	6/18/85
Little Twin Stars	Typed Drawing	1,192,946	4/6/82
Little Twin Stars	Standard Character Mark	3,245,999	5/29/07
Little Twin Stars	Standard Character Mark	3,245,998	5/29/07
Little Twin Stars	Standard Character Mark	3,245,997	5/29/07
Little Twin Stars	Standard Character Mark	3,245,994	5/29/07
Little Twin Stars	Standard Character Mark	3,245,993	5/29/07
Little Twin Stars	Standard Character Mark	3,245,992	5/29/07
Little Twin Stars	Standard Character Mark	3,245,991	5/29/07
Monkichi	Standard Character Mark	Serial Number 77,154,633	n/a
Monkichi	Standard Character Mark	Serial Number 77,154,635	n/a
My Melody	Typed Drawing	1,305,637	11/20/84
My Melody	Typed Drawing	1,210,192	9/28/82
Pekkle	Typed Drawing	2,327,584	3/14/00
Pekkle	Typed Drawing	2,053,346	4/15/97

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Pochacco	Typed Drawing	2,236,507	4/6/99
Pochacco	Typed Drawing	1,985,358	7/9/96
Sanrio	Design Plus Words, Letters, and/or Numbers	2,506,705	11/13/01
Sanrio	Typed Drawing	2,506,577	11/13/01
Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,680	6/3/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,742,381	7/29/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,679	6/3/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,693,639	3/4/03
Sanrio	Design Plus Words, Letters, and/or Numbers	2,696,063	3/11/03

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NOV 23 2010

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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

9
KS

6 Attorneys for Plaintiffs Disney
7 Enterprises, Inc., Warner Bros.
8 Entertainment Inc., DC Comics,
9 Hanna-Barbera Productions, Inc.
and Sanrio, Inc.

10 UNITED STATES DISTRICT COURT

RS

11 NORTHERN DISTRICT OF CALIFORNIA

12 Disney Enterprises, Inc., Warner Bros.
13 Entertainment Inc., DC Comics, Hanna-Barbera
Productions, Inc., and Sanrio, Inc.,

C10-05303 [REDACTED]

Case No.

14 Plaintiffs,

COMPLAINT FOR COPYRIGHT
INFRINGEMENT; TRADEMARK
INFRINGEMENT; UNFAIR
COMPETITION; TRADEMARK
DILUTION; DECLARATORY RELIEF

15 v.

DEMAND FOR A JURY TRIAL

16 Monster Fun Jumps a/k/a Jump City a/k/a Family
17 Fun Jumps a/k/a Mountain House Fun Jumps
a/k/a Dublin Fun Jumps a/k/a Danville Fun
18 Jumps a/k/a Pleasanton Fun Jumps a/k/a San
Ramon Fun Jumps a/k/a Livermore Fun Jumps
19 a/k/a Jumpy House Bouncy House Water Slides
Party Rental Co., Mark Camarota a/k/a Mark
20 Chance, and Does 1 - 10, inclusive,

21 Defendants.

22
23 Plaintiffs Disney Enterprises, Inc. ("Disney"), Warner Bros. Entertainment Inc. ("Warner
24 Bros."), DC Comics, Hanna-Barbera Productions, Inc. ("Hanna-Barbera"), and Sanrio, Inc.
25 ("Sanrio") (collectively "Plaintiffs") for their Complaint allege as follows:
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 ORIGINAL

1 **C. Plaintiffs**

2 5. Plaintiff Disney Enterprises, Inc. ("Disney") is a corporation duly organized and
3 existing under the laws of the State of Delaware, having its principal place of business in Burbank,
4 California.

5 a. Disney, or one of various affiliated companies, is engaged in a variety of
6 businesses, including, without limitation, the operation of the Walt Disney World resort complex
7 and Disneyland park, producing and distributing motion pictures and television programs,
8 operating stores and hotels, producing and selling books, records and tapes, and providing
9 entertainment.

10 b. A significant aspect of Disney's business is the merchandising and licensing
11 of distinctive elements associated with its motion pictures and television programs, including, but
12 not limited to, the world-famous fanciful characters Mickey Mouse; Minnie Mouse; Donald Duck;
13 Daisy Duck; Pluto; Winnie the Pooh; Tinkerbell (from the motion picture *Peter Pan*); Disney's
14 Princesses, featuring Ariel (from the motion picture *Little Mermaid*), Snow White (from the motion
15 picture *Snow White and the Seven Dwarfs*), Cinderella, Aurora (from the motion picture *Sleeping*
16 *Beauty*), Belle (from the motion picture *Beauty and the Beast*), and Jasmine (from the motion
17 picture *Aladdin*); various characters from the motion pictures *The Incredibles*, *Cars*, *A Bug's Life*,
18 *High School Musical*, *Toy Story*, and *Finding Nemo*; and various characters from the television
19 program *Hannah Montana* (hereinafter individually and collectively referred to as "Disney
20 Copyrighted Movies and Characters").

21 c. The revenue from products sold in the United States which use the Disney
22 Copyrighted Movies and Characters is substantial. The appearance and other features of the
23 Disney Copyrighted Movies and Characters are inherently distinctive and serve to identify Disney
24 and its licensees as the source of products bearing the Disney Characters. The design,
25 configuration and distinctive features of the Disney Copyrighted Movies and Characters, and other
26 Disney copyrighted works, and of works related thereto, are wholly original with Disney and, as
27 fixed in various tangible media, including moonwalks and related merchandise, are copyrightable
28 subject matter under the United States Copyright Act, 17 U.S.C., Sections 101, *et seq.*

1 d. Each of the Disney Copyrighted Movies and Characters noted in
2 subparagraph b above is covered by a copyright registration with the U.S. Copyright Office.
3 Various copyright registrations were made in the name of Walter E. Disney. In October 1934,
4 Walter E. Disney assigned his copyrights to Walt Disney Productions Ltd. ("WDPL"), and filed a
5 copy of such assignment ("The Assignment") with the Copyright Office. In September 1938,
6 WDPL and Walt Disney Enterprises ("WDE") and Liled Realty and Investment Company, Ltd.,
7 were consolidated into Walt Disney Enterprises. A copy of the consolidation agreement was filed
8 with the Copyright Office. In December 1938, pursuant to an amendment to its articles of
9 incorporation, Walt Disney Enterprises changed its name. A copy of the 1938 certificate of
10 amendment of the articles of incorporation ("The 1938 Name Change") to Walt Disney
11 Productions ("WDP") was filed with the Copyright Office. In February 1986, pursuant to an
12 amendment to its articles of incorporation, WDP changed its name to The Walt Disney Company.
13 A copy of the 1986 certificate of amendment ("The 1986 Name Change") was filed with the
14 Copyright Office. In February 1996, pursuant to further amendment to its articles of incorporation,
15 The Walt Disney Company again changed its name to Disney Enterprises, Inc. A copy of the 1996
16 certificate of amendment ("The 1996 Name Change") was filed with the Copyright Office. Some,
17 but not all, of the applicable copyright registrations covering the characters and properties noted
18 above in subparagraph b are indexed on Exhibit "A."

19 e. Products featuring the Disney Copyrighted Movies and Characters which are
20 manufactured, sold and distributed by Disney or under its authority have been manufactured, sold
21 and distributed in conformity with the provisions of the copyright laws. Disney and those acting
22 under its authority have complied with their obligations under the copyright laws, and Disney, in
23 its own right or as successor-in-interest, has at all times been and still is the sole proprietor or
24 otherwise authorized to enforce all right, title and interest in and to the copyrights in each of the
25 Disney Copyrighted Movies and Characters.

26 f. Disney also owns all rights, title, and interest in and to, and holds the
27 exclusive rights to market and sell merchandise bearing the trademarks, trade names, service
28 marks, artwork, characters and other distinctive elements for and related to the Disney Copyrighted

1 Movies and Characters (hereinafter individually and collectively referred to as the “Disney
2 Trademarks”). Disney adopted one or more of the Disney Trademarks for diverse articles and
3 registered their trademarks with the United States Patent and Trademark Office. Some of those
4 trademarks have been used continuously for over seventy years. Each year Disney spends millions
5 of dollars to develop and maintain the considerable goodwill it enjoys in its trademarks and in its
6 reputation for high quality. Some, but not all, of these trademark registrations are indexed on
7 Exhibit “B.”

8 g. The Disney Trademarks are all valid, extant and in full force and effect. The
9 Disney Trademarks are all exclusively owned by Disney. Disney has continuously used each of
10 the Disney Trademarks from the registration date, or earlier, until the present time and at all times
11 relevant to the claims alleged in this Complaint.

12 h. As a result of advertising and sales, together with longstanding consumer
13 acceptance, the Disney Trademarks identify Disney’s products and authorized sales of these
14 products. The Disney Trademarks have each acquired secondary meaning in the minds of
15 consumers throughout the United States and the world.

16 6. Plaintiff Warner Bros. Entertainment Inc. (“Warner Bros.”) is a corporation duly
17 organized and existing under the laws of the State of Delaware, having its principal place of
18 business in Burbank, California.

19 a. Warner Bros., or one of its wholly-owned subsidiaries, is engaged in a
20 variety of businesses including, without limitation, the production, distribution and broadcast of
21 filmed entertainment, including motion pictures and television programming.

22 b. A significant aspect of Warner Bros.’ business is the merchandising and
23 licensing of distinctive trademarks and copyrights associated with its media product, specifically
24 including the motion picture *Happy Feet* and the characters associated therewith (hereinafter
25 individually and collectively referred to as the “Warner Bros. Characters”).

26 c. The revenue from products sold in the United States which use the Warner
27 Bros. Characters is substantial. The appearance and other features of the Warner Bros. Characters
28 are inherently distinctive and serve to identify Warner Bros. and its licensees as the source of

1 products bearing the Warner Bros. Characters. The design, configuration and distinctive features
2 of the Warner Bros. Characters and other Warner Bros. copyrighted works, and of works related
3 thereto (hereinafter individually and collectively referred to as “Warner Bros.’ Copyrighted
4 Designs”) are wholly original with Warner Bros. and, as fixed in various tangible media, including
5 moonwalks and related merchandise, are copyrightable subject matter under the United States
6 Copyright Act, 17 U.S.C., §§ 101, et seq. Warner Bros. is the owner of Warner Bros.’ Copyrighted
7 Designs and, as featured on in connection with various merchandise, constitute copyrightable
8 subject matter under the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq.

9 d. Warner Bros. has complied in all respects with the laws governing copyright
10 and has secured the exclusive rights and privileges in and to the copyrights to Warner Bros.’
11 Copyrighted Designs, and Warner Bros. owns or has exclusive rights in one or more certificates of
12 registration for works in which each of Warner Bros.’ Copyrighted Designs appear. A
13 representative list of copyright registrations for Warner Bros.’ Copyrighted Designs is attached
14 hereto as Exhibit “C.”

15 e. Warner Bros. and those acting under its authority have complied with their
16 obligations under the copyright laws, and Warner Bros. has at all times been and still is the sole
17 proprietor or otherwise authorized to enforce all right, title and interest in and to the copyrights in
18 each of Warner Bros.’ Copyrighted Designs.

19 f. Warner Bros. is the owner of world famous registered marks which serve to
20 distinguish Warner Bros. products. Each year Warner Bros. spends millions of dollars to develop
21 and maintain the considerable goodwill it enjoys in its trademarks and in its reputation for high
22 quality. A representative list of trademark registrations for the Warner Bros. Characters is attached
23 hereto as Exhibit “D” (collectively the “Warner Bros. Trademarks”).

24 g. The Warner Bros. Trademarks are all valid, extant and in full force and
25 effect. Warner Bros. Trademarks are all exclusively owned by Warner Bros. Warner Bros. has
26 continuously used each of the Warner Bros. Trademarks from the registration date, or earlier, until
27 the present and at all times relevant to the claims alleged in this Complaint.
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1 h. As a result of advertising and sales, together with longstanding consumer
2 acceptance, the Warner Bros. Trademarks identify Warner Bros.' products and authorized sales of
3 these products. The Warner Bros. Trademarks have each acquired secondary meaning in the minds
4 of consumers throughout the United States and the world.

5 7. DC Comics is a New York General Partnership consisting of E.C. Publications, Inc.
6 and Warner Communications Inc., having its principal place of business in New York, New York.

7 a. DC is engaged in the business of publishing comic magazines and is among
8 the most well-known and successful publishers of comic magazines in the world.

9 b. A significant aspect of DC Comics' business is the merchandising and
10 licensing of distinctive trademarks and copyrights associated with its highly successful and well-
11 known characters "Batman," "Superman," "Swamp Thing," "Wonder Woman" and "The Flash"
12 (hereinafter individually and collectively referred to as the "DC Characters"). Of these, two of the
13 most successful have been Batman and Superman.

14 c. Batman first appeared in the May 1939 issue of "Detective Comics."
15 Numerous related characters, including "Robin," "The Riddler," "Two Face," "Catwoman," "The
16 Penguin" and "The Joker" as well as other popular characters associated with Batman were soon
17 introduced to the public. (Batman and the related characters are hereinafter collectively referred to
18 as the "Batman Characters"). Superman appeared at least as early as 1938. Numerous related
19 characters, including "Clark Kent," "Lois Lane," and "Lex Luthor" as well as other popular
20 characters associated with Superman were soon introduced to the public. (Superman and the
21 related characters are hereinafter collectively referred to as the "Superman Characters").

22 d. Since their introductions, the Batman and Superman Characters have been
23 featured in many formats including movie serials, newspaper comic strips, radio shows, animated
24 television series, live action television series, animated motion pictures, live action motion picture
25 and theatrical presentations, among others. Television series featuring the Batman and Superman
26 Characters have since been in continuous television syndication in the United States and abroad
27 from 1966 through the present. These appearances have expanded the popularity of the Batman
28 and Superman Characters beyond the comic book medium and market.

1 e. The Batman Characters have also been featured in numerous theatrical
2 motion pictures since their introduction. The most recent motion picture featuring the Batman
3 Characters, "The Dark Knight," was released on July 18, 2008, and has generated over \$530
4 million dollars in domestic box office receipts and over \$465 million dollars in international box
5 office receipts. Other motion pictures include "Batman," "Batman Returns," "Batman Forever,"
6 and have resulted in domestic gross box office in the millions of dollars, not to mention additional
7 revenues from syndication rights and home video distribution. "Batman" proved to be among the
8 most successful licensing and merchandising ventures of all time, with gross retail sales of
9 associated licensed merchandise exceeding \$1,000,000,000.

10 f. The Superman Characters have also appeared in numerous theatrical motion
11 pictures since their introduction. The most recent motion picture featuring the Superman
12 Characters, *Superman Returns*, was released on June 28, 2006, and has generated over \$167
13 million dollars in domestic box office receipts and over \$77 million dollars in international box
14 office receipts. The Superman Characters have also been featured in numerous other theatrical
15 motion pictures, including a series of four motion pictures starring Christopher Reeve. Such
16 motion pictures include *Superman*, *Superman II*, *Superman III*, and *Superman IV The Quest for*
17 *Peace*; and have collectively generated over \$319 million dollars in domestic box office receipts
18 and over \$251 million dollars in international box office receipts.

19 g. The revenue from products using the DC Characters sold in the United
20 States is substantial. The appearance and other features of the DC Characters are inherently
21 distinctive and serve to identify DC Comics and its licensees as the source of products bearing the
22 DC Characters. The design, configuration and distinctive features of the DC Characters and other
23 DC Comics' copyrighted works, and of works related thereto (hereinafter individually and
24 collectively referred to as the "DC Comics' Copyrighted Designs") are wholly original with DC
25 Comics and, as fixed in various tangible media, including, without limitation, moonwalks and
26 related merchandise, are copyrightable subject matter under the United States Copyright Act, 17
27 U.S.C., §§ 101, et seq. DC Comics is the owner of the DC Copyrighted Designs and, as featured
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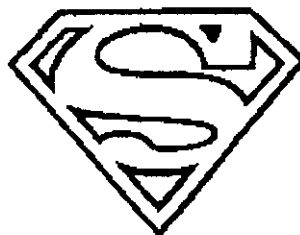
1 on in connection with various merchandise, these designs constitute copyrightable subject matter
2 under the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq.

3 h. DC Comics has complied in all respects with the laws governing copyright
4 and has secured the exclusive rights and privileges in and to the copyrights to the DC Comics'
5 Copyrighted Designs, and DC Comics owns one or more certificates of registration for works in
6 which each of the DC Comics' Copyrighted Designs appear. A representative list of copyright
7 registrations for the DC Comics' Copyrighted Designs is attached as Exhibit "E."

8 i. Products featuring the DC Comics' Copyrighted Designs manufactured, sold
9 and distributed by DC Comics or under its authority have been manufactured, sold and distributed
10 in conformity with the provisions of the copyright laws. DC Comics and those acting under its
11 authority have complied with their obligations under the copyright laws and DC Comics has at all
12 times been and still is the sole proprietor or otherwise authorized to enforce all right, title and
13 interest in and to the copyrights in each of the DC Comics' Copyrighted Designs.

14 j. DC Comics owns all right, title and interest in and to and holds exclusive
15 right to develop, manufacture, market and sell product bearing the trademarks, trade names, service
16 marks, artwork, characters and other distinctive elements for and incorporating the DC Characters.

17 k. DC Comics is the owner of world famous registered marks which serve to
18 distinguish DC products. Each year DC Comics spends millions of dollars to develop and maintain
19 the considerable good will it enjoys in its trademarks and in its reputation for high quality. A
20 representative list of trademark registrations for the DC Characters is attached as Exhibit "F"
21 (collectively the "DC Comics' Trademarks"), including, but not limited to, the trademark
22 registration of the Superman "S" device depicted below:



1 1. The DC Comics' Trademarks are all valid, extant and in full force and
2 effect. The DC Comics' Trademarks are all exclusively owned by DC Comics. DC Comics has
3 continuously used each of the DC Comics Trademarks from the registration date, or earlier, until
4 the present and at all times relevant to the claim alleged in this Complaint.

5 m. DC has granted and transferred to its related companies, Warner Bros.
6 Consumer Products Inc., Warner Bros. Home Entertainment and WB Studio Enterprises Inc.,
7 subsidiaries of Warner Bros., the right to supervise in the United States the merchandising and
8 licensing of the copyrighted elements, trademarks, trade names and service marks incorporated in
9 or associated with the DC Characters. Currently, Plaintiffs have numerous active license
10 agreements in the United States. These agreements provide for the authorized use of the DC
11 Characters on products and in connection with services, including watches, key chains and other
12 personal accessories, and including moonwalks, among others.

13 n. As a result of advertising and sales, together with longstanding consumer
14 acceptance, the DC Comics' Trademarks identify DC Comics' products and authorized sales of
15 these products. The DC Comics' Trademarks have each acquired secondary meaning in the minds
16 of consumers throughout the United States and the world.

17 8. Plaintiff Hanna-Barbera Productions, Inc. ("Hanna-Barbera") is a corporation, duly
18 organized and existing under the laws of Delaware and having its principal place of business at
19 Burbank, California.

20 a. Hanna-Barbera is engaged in the business of creating, developing and
21 producing animated programs for television, home video and theatrical release. One television
22 program created and produced by Hanna-Barbera is the show *Scooby-Doo, Where Are You?* which
23 holds the record for the longest running, continuously produced children's cartoon, having first
24 been created in 1969. In 2002, through its related company, Warner Bros. distributed a feature-
25 length motion picture entitled *Scooby-Doo*. *Scooby-Doo* grossed more than One Hundred and Fifty
26 Million Dollars (\$150,000,000) at the domestic box office alone. In 2004, Warner Bros.
27 distributed the feature-length motion picture entitled *Scooby-Doo 2: Monsters Unleashed*.
28 *Scooby-Doo 2: Monsters Unleashed* grossed over Eighty Four Million Dollars (\$84,000,000) at

1 the domestic box office alone. Additional sales have been generated from the international box
2 office for the motion pictures; and from the release of the motion pictures in home viewing
3 formats, including VHS and DVD and by licensing various television rights.

4 b. A significant source of revenue for Hanna-Barbera's business is the
5 merchandising and licensing of distinctive elements associated with its television programs,
6 *Scooby-Doo, Where Are You?* (including Scooby-Doo, Shaggy, Fred, Velma, Daphne and the
7 Mystery Machine), *The Flintstones* (including Fred, Wilma, Pebbles, Bamm-Bamm, Dino, Betty
8 and Barney), *The Jetsons* (including George, Jane, Elroy, Judy, Astro and Rosie), *Yogi Bear*
9 (including Yogi Bear, BooBoo, Cindy Bear and Ranger Smith), *Quick Draw McGraw* (including
10 Quick Draw McGraw and Baba Looey), *Dastardly & Muttley* (including Dick Dastardly, Muttley
11 and Mean Machine), *Top Cat* (including Top Cat, Fancy Fancy, Spook, Brain, Benny the Ball,
12 Officer Dibble and Choo Choo), *Wacky Races* (including Penelope Pitstop, Peter Perfect, Private
13 Meekly, Sgt. Blast, Professor Pat. Pending, and Red Max) and *Space Ghost* (including Space
14 Ghost, Moltar, Zorak and Brak) (hereinafter individually and collectively referred to as the
15 "Hanna-Barbera Characters").

16 c. The revenue from products using the Hanna-Barbera Characters sold in the
17 United States is substantial. The appearance and other features of the Hanna-Barbera Characters
18 are inherently distinctive and serve to identify Hanna-Barbera as the source of products bearing the
19 Hanna-Barbera Characters. The design, configuration and distinctive features of the Hanna-
20 Barbera Characters and other Hanna-Barbera copyrighted works, and of works related thereto are
21 wholly original with Hanna-Barbera and, as fixed in various tangible media, including, without
22 limitation, moonwalks and related merchandise, are copyrightable subject matter under the United
23 States Copyright Act, 17 U.S.C., § 101 *et seq.* Hanna-Barbera is the owner of the Hanna-Barbera
24 Characters and, as featured on in connection with various merchandise, these designs constitute
25 copyrightable subject matter under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.*

26 d. Hanna-Barbera has complied in all respects with the laws governing
27 copyright and has secured the exclusive rights and privileges in and to the copyrights to the Hanna-
28 Barbera Characters, and Hanna-Barbera owns one or more certificates of registration for works in

1 which the Hanna-Barbera Characters appear. Some, but not all, of the copyright registrations
2 covering the characters and properties noted above in subparagraph b are indexed on Exhibit "G."

3 e. Products featuring the Hanna-Barbera Characters which are manufactured,
4 sold and distributed by Hanna-Barbera or under its authority have been manufactured, sold and
5 distributed in conformity with the provisions of the copyright laws. Hanna Barbera and those
6 acting under its authority have complied with their obligations under the copyright laws and
7 Hanna-Barbera has at all times been and still is the sole proprietor or otherwise authorized to
8 enforce all right, title and interest in and to the copyrights in each of the Hanna-Barbera Characters.

9 f. Hanna-Barbera, through its related company, Warner Bros. Consumer
10 Products Inc., has authorized and licensed the manufacture, distribution and sale of various
11 different types of product bearing the Hanna-Barbera Characters. These products include, but are
12 not limited to, toys, games, decorations, costumes, moonwalks and other related merchandise.

13 g. Hanna-Barbera is the owner of world famous registered marks which serve
14 to distinguish its products (hereinafter individually and collectively referred to as the "Hanna-
15 Barbera Trademarks"). Each year Hanna-Barbera spends millions of dollars to develop and
16 maintain the considerable good will it enjoys in its trademarks and in its reputation for high quality.
17 Some, but not all, of the trademark registrations for the Hanna-Barbera Trademarks are indexed as
18 part of Exhibit "H."

19 h. The Hanna-Barbera Trademarks are all valid, extant and in full force and
20 effect. The Hanna-Barbera Trademarks are exclusively owned by Hanna-Barbera. Hanna-Barbera
21 has continuously used the Hanna-Barbera Trademarks from the registration date, or earlier, until
22 the present and at all times relevant to the claims alleged in this Complaint.

23 i. As a result of advertising and sales, together with longstanding consumer
24 acceptance, the Hanna-Barbera Trademarks identify Hanna-Barbera's products and authorized
25 sales of these products. The Hanna-Barbera Trademarks have acquired secondary meaning in the
26 minds of consumers throughout the United States and the world. Hanna-Barbera has authorized
27 and licensed the manufacture and sale of various different types of product bearing the Hanna-
28

1 Barbera Characters and Trademarks. These products include, but are not limited to toys, games
2 and sporting goods.

3 9. Plaintiff Sanrio, Inc. ("Sanrio") is a corporation duly organized and existing under
4 the laws of the State of California, having its principal place of business in San Francisco,
5 California. Sanrio is a wholly owned subsidiary of Sanrio Company, Ltd. Sanrio Company, Ltd. is
6 a corporation organized under the laws of Japan, having its principal place of business in Tokyo,
7 Japan (hereinafter referred to as "Sanrio Company").

8 a. For more than forty years, Sanrio Company has been engaged in the
9 business of manufacturing, distributing and selling a wide range of products including, without
10 limitation, character artwork created, developed and designed by Sanrio Company for use by
11 children and young adults. Certain of the characters and designs have achieved such global fame
12 and popularity that Sanrio Company has produced and distributed television programming for
13 children based on the character artwork. One such television program is the animated television
14 series entitled *Hello Kitty*.

15 b. A significant source of revenue for Sanrio Company is the merchandising
16 and licensing of distinctive elements bearing character artwork, including Bad Badtz Maru,
17 Chococat, Hello Kitty, KeroKeroKeroppi, Landy, Little Twin Stars, Monkichi, My Melody, Patty
18 and Jimmy, Pekkle, Picke Bicke, Pochacco, Tuxedo Sam, Winkipinki, and Zashikbuta (hereinafter
19 individually and collectively referred to as the "Sanrio Company Characters").

20 c. The revenue from products using the Sanrio Company Characters sold in the
21 United States is substantial. The appearance and other features of the Sanrio Company Characters
22 are inherently distinctive and serve to identify Sanrio Company as the source of products bearing
23 the Sanrio Company Characters. The design, configuration and distinctive features of the Sanrio
24 Company Characters and other Sanrio Company copyrighted works, and of works related thereto
25 (hereinafter individually and collectively referred to as the "Sanrio Company Copyrighted
26 Designs") are wholly original with Sanrio Company and, as fixed in various tangible media
27 including, without limitation, moonwalks and related merchandise, are copyrightable subject
28 matter under the United States Copyright Act, 17 U.S.C., § 101, *et seq.* Sanrio Company is the

1 owner of the Sanrio Company Copyrighted Designs and, as featured on and in connection with
2 various merchandise, these designs constitute copyrightable subject matter under the Copyright Act
3 of 1976, 17 U.S.C. § 101, *et seq.*

4 d. Sanrio Company has complied in all respects with the laws governing
5 copyright and has secured the exclusive rights and privileges in and to the copyrights to Sanrio
6 Company's Copyrighted Designs, and Sanrio Company owns one or more certificates of
7 registration for works in which each of Sanrio Company's Copyrighted Designs appear. A
8 representative sample of copyright registrations for the Sanrio Company Copyrighted Designs are
9 indexed on Exhibit "I." The Sanrio Company Copyrighted Designs manufactured, sold, and
10 distributed by Sanrio Company or under its authority have been manufactured, sold, and distributed
11 in conformity with the provisions of the copyright laws. Sanrio Company and those acting under its
12 authority have complied with their obligations under the copyright laws. Sanrio, as the exclusive
13 United States licensee for Sanrio Company, is authorized to enforce all right, title, and interest in
14 and to the copyrights in each of the Sanrio Company Copyrighted Designs.

15 e. Sanrio Company owns all right, title, and interest in and to and holds
16 exclusive rights to develop, manufacture, market, and sell products bearing the trademarks, trade
17 names, service marks, artwork, characters, and other distinctive elements for and incorporating the
18 Sanrio Company Characters.

19 f. Sanrio Company is the owner of world famous registered marks, which
20 serve to distinguish Sanrio Company products. Some of those trademarks have been used
21 continuously for over twenty-five years. Each year Sanrio Company spends millions of dollars to
22 develop and maintain the considerable good will it enjoys in its trademarks and in its reputation for
23 high quality. A sample of trademark registrations for the Sanrio Company Characters is indexed on
24 Exhibit "J" (hereinafter individually and collectively referred to as the "Sanrio Company
25 Trademarks").

26 g. The Sanrio Company Trademarks are all valid, extant, and in full force and
27 effect. Sanrio Company's Trademarks are exclusively owned by Sanrio Company. Sanrio
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1 Company has continuously used each of the Sanrio Company Trademarks from the registration
2 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

3 h. As a result of advertising and sales, together with longstanding consumer
4 acceptance, the Sanrio Company Trademarks identify Sanrio Company's products and authorized
5 sales of these products. The Sanrio Company Trademarks have each acquired secondary meaning
6 in the minds of consumers throughout the United States and the world. Since issuance of the
7 registrations, Sanrio Company has given notice that the marks are registered pursuant to 15 U.S.C.
8 § 1111 by displaying the registration symbol "®". Sanrio, as the exclusive United States licensee
9 for Sanrio Company, is authorized to enforce all right, title, and interest in and to the copyrights in
10 each of the Sanrio Company Trademarks.

11 i. Through Sanrio, Sanrio Company has authorized and licensed the
12 manufacture and sale of various different types of product, which bear the Sanrio Copyrighted
13 Designs and Trademarks, including, but not limited to, soft sculpture toys, mirrors, and similar
14 products.

15 **D. Defendants**

16 10. Defendant Monster Fun Jumps a/k/a Jump City a/k/a Family Fun Jumps a/k/a
17 Mountain House Fun Jumps a/k/a Dublin Fun Jumps a/k/a Danville Fun Jumps a/k/a Pleasanton
18 Fun Jumps a/k/a San Ramon Fun Jumps a/k/a Livermore Fun Jumps a/k/a Jumpy House Bouncy
19 House Water Slides Party Rental Co. ("Monster") is an unknown business entity with its principal
20 place of business in the city of Livermore, California. Monster does business through the website
21 located at the domain name monsterfunjumps.com. Monster is subject to the jurisdiction of this
22 Court and is manufacturing, promoting, distributing, advertising and selling moonwalks and related
23 merchandise which infringe Plaintiffs' intellectual properties within this judicial district.

24 11. Defendant Mark Camarota a/k/a Mark Chance ("Camarota") is an individual and a
25 resident of the County of Alameda and State of California. Plaintiffs are informed and believe, and
26 upon that basis allege, that Camarota does business as Monster in the City of Livermore,
27 California, as well as through the website located at the domain name monsterfunjumps.com.
28 Plaintiffs are further informed and believe, and based thereon allege, that Camarota had the right

1 and ability to supervise or control the infringing activity alleged herein and that Camarota had a
2 direct financial interest in such activity. In addition or alternatively, Camarota had knowledge or
3 reason to know of the infringing activity and took actions which contributed to such activity.

4 12. Upon information and belief, Does 1 – 10 are either entities or individuals who are
5 residents of or present in this judicial district, and are subject to the jurisdiction of this Court.
6 Upon information and belief, Does 1 – 10 are principals or supervisory employees of the named
7 defendants, suppliers of the named defendants or other entities or individuals who are
8 manufacturing, distributing, selling and/or offering for sale moonwalks and related merchandise in
9 this judicial district which infringes some or all of Plaintiffs' intellectual properties. The identities
10 of the various Does are unknown to Plaintiffs at this time. The Complaint will be amended to
11 include the names of such individuals when identified. The named defendants and Does 1 – 10 are
12 collectively referred to herein as "Defendants."

13 **COUNT I - COPYRIGHT INFRINGEMENT**

14 13. Plaintiffs bring the following claim of copyright infringement against the
15 Defendants and incorporate by reference allegations 1 through 12 above.

16 14. Defendants have manufactured, distributed, sold, offered for sale, or rented
17 unauthorized or counterfeit moonwalks and related merchandise bearing the copyrighted properties
18 of the Plaintiffs. Itemized lists of some, but not all, of said copyrighted properties infringed upon
19 appear in Exhibits "A," "C," "E," "G," and "I."

20 15. Defendants have never been authorized by the Plaintiffs to distribute the Plaintiffs'
21 copyrighted properties, nor have the Plaintiffs ever authorized, licensed, or in any manner allowed
22 the Defendants the right to manufacture, distribute, sell, offer for sale, or rent any merchandise
23 including, but not limited to, moonwalks or related merchandise which bear any of said
24 copyrighted properties.

25 16. Defendants have manufactured, distributed, sold, offered for sale, or rented
26 unauthorized or counterfeit moonwalks and other merchandise which incorporate the Plaintiffs'
27 copyrighted properties, in direct violation of the Plaintiffs' copyrights.
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1 17. Defendants have manufactured, distributed, sold, offered for sale, or rented
2 counterfeit or unauthorized moonwalks or other merchandise bearing the Plaintiffs' copyrighted
3 properties. Defendants committed their acts with actual as well as constructive knowledge of the
4 Plaintiffs' exclusive rights, and their actions have contributed to the infringing, copying,
5 duplication, sale, offer for sale, or rental of counterfeit copies of the Plaintiffs' copyrighted
6 properties. Each act by the Defendants that infringes one of the Plaintiffs' copyrights is the basis
7 for a separate claim against the Defendants under the Copyright Act.

8 18. Upon information and belief, Defendants' acts as alleged are willful infringements
9 of and have irreparably harmed the Plaintiffs' copyrights and exclusive rights and threaten further
10 infringements and further irreparable harm to Plaintiffs' copyrights and exclusive rights. Further
11 harm and injury to Plaintiffs is imminent, and the Plaintiffs are without an adequate remedy at law
12 with respect to such harm and injury. Unless Defendants' acts are enjoined and the illicit
13 counterfeiters of the Plaintiffs' copyrighted properties are stopped, it is highly probable that the
14 Defendants, or others under Defendants' direction, will manufacture, distribute, sell, offer for sale,
15 or rent additional counterfeit moonwalks or other merchandise which bear the Plaintiffs'
16 copyrighted properties causing further irreparable injury to Plaintiffs.

17 19. Defendants have obtained gains, profit, and advantages as a result of their wrongful
18 acts noted above.

19 20. The Plaintiffs are entitled, at their option, to statutory damages as provided by
20 17.U.S.C. § 504 in lieu of actual damages and the Defendants' profits.

21 **COUNT II - TRADEMARK INFRINGEMENT AND TRADEMARK COUNTERFEITING**

22 21. Plaintiffs bring the following claim of trademark infringement against the
23 Defendants and incorporate by reference paragraphs 1 through 20 above.

24 22. Plaintiffs own or are licensees of the exclusive rights to those trademarks indexed
25 on Exhibits "B," "D," "F," "H," and "J." All of the trademark registrations are in full force and
26 effect and are owned by the Plaintiffs or Plaintiffs' licensors. Many of the trademarks are
27 incontestable pursuant to 15 U.S.C. § 1065.
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1 23. Plaintiffs, or those under their authority, manufacture and distribute all of their
2 advertising and products in conformity with the provisions of the United States trademark law.

3 24. Notwithstanding the Plaintiffs' or their licensors' well-known and prior common
4 law and statutory rights in the trademarks, Defendants have, with actual and constructive notice of
5 the Plaintiffs' federal registration rights and long after the Plaintiffs' established their rights,
6 adopted and used the trademarks in conjunction with the sale of moonwalks and related
7 merchandise in the State of California and interstate commerce.

8 25. Defendants have distributed, sold, offered for sale, or rented moonwalks and related
9 merchandise bearing Plaintiffs' trademarks without Plaintiffs' authorization. Defendants'
10 distribution, sale, offer for sale, or rental of moonwalks and related merchandise bearing Plaintiffs'
11 trademarks in California and interstate commerce has and will cause the likelihood of confusion,
12 deception, and mistake in that the buying public will conclude that the products sold by the
13 Defendants are authorized, sponsored, approved, or associated with the Plaintiffs.

14 26. Said acts of infringement will cause irreparable injury to the Plaintiffs if the
15 Defendants are not restrained by the Court from further violation of the Plaintiffs' rights as the
16 Plaintiffs have no adequate remedy at law.

17 27. The Plaintiffs have suffered damages as a result of the Defendants' acts.

18 28. Defendants' use in commerce of Plaintiffs' trademarks in conjunction with the sale
19 of moonwalks and related merchandise is an infringement of Plaintiffs' registered trademarks in
20 violation of 15 U.S.C. § 1114(1).

21 29. Defendants committed the acts alleged herein intentionally, fraudulently,
22 maliciously, willfully, wantonly, and oppressively with the intent to injure the Plaintiffs and their
23 businesses.

24 30. The unlicensed moonwalks bearing the Plaintiffs' trademarks that the Defendants'
25 sold, distributed, offered for sale, or rented constitutes a counterfeit product pursuant to 15 U.S.C.
26 § 1116(d).

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1 and elsewhere in the United States. Consequently, these products have become widely known and
2 accepted.

3 40. Defendants have distributed and sold unauthorized and counterfeit moonwalks and
4 related merchandise bearing exact copies of Plaintiffs' trademarks in California, thereby passing
5 them off as products authorized or distributed by the Plaintiffs.

6 41. Defendants have knowingly and willfully appropriated Plaintiffs' trademarks in an
7 effort to create the impression that the Defendants' counterfeit products are sanctioned by the
8 Plaintiffs and to misappropriate all of the goodwill associated with Plaintiffs' trademarks.

9 42. The Defendants' acts constitute unfair competition and will, unless enjoined by this
10 Court, result in the destruction or dilution of the goodwill in Plaintiffs' trademarks and of
11 Plaintiffs' valuable trademark rights to the unjust enrichment of the Defendants.

12 43. The unauthorized products that are sold by the Defendants are calculated and likely
13 to deceive and mislead the purchasers who buy them in the belief that they originate with or are
14 authorized by the Plaintiffs.

15 44. The continued passing off by the Defendants of such unauthorized products as if
16 such products originated from the Plaintiffs has caused and, unless restrained, will continue to
17 cause serious and irreparable injury to the Plaintiffs.

18 45. The Plaintiffs have no adequate remedy at law and suffers irreparable harm as a
19 result of the Defendants' acts.

20 46. The Plaintiffs have suffered damages as a result of the Defendants' acts.

21 47. Defendants committed the alleged acts intentionally, fraudulently, maliciously,
22 willfully, wantonly, and oppressively with the intent to injure the Plaintiffs' and their businesses.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs demand entry of a judgment against the defendant as follows:

25 1. Permanent injunctive relief restraining the Defendants, their officers, agents,
26 servants, employees, attorneys, and all those in active concert or participation with them from:

27 a. Further infringing Plaintiffs' copyrighted properties, trademarks, and
28 licensed trademarks by manufacturing, producing, distributing, circulating, selling, marketing,

1 offering for sale, renting, advertising, promoting, displaying, or otherwise disposing of any
2 products not authorized by the Plaintiffs including, but not limited to, moonwalks and related
3 merchandise bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any
4 of Plaintiffs' trademarks ("Unauthorized Products");

5 b. Using any simulation, reproduction, counterfeit, copy, or colorable imitation
6 of any of Plaintiffs' copyrighted properties, trademarks, and licensed trademarks in the promotion,
7 advertisement, display, sale, offer for sale, rental, manufacture, production, circulation, or
8 distribution of Unauthorized Products in such fashion as to relate or connect, or tend to relate or
9 connect, such products in any way to the Plaintiffs or to any goods sold, manufactured, sponsored,
10 or approved by or connected with the Plaintiffs;

11 c. Making any statement or representation whatsoever, or using any false
12 designation of origin or false description, or performing any act that can or is likely to lead the
13 trade or public, or individual members thereof, to believe that any products manufactured,
14 distributed, or sold by the Defendants is in any manner associated or connected with the Plaintiffs,
15 or are sold, manufactured, licensed, sponsored, approved, or authorized by the Plaintiffs;

16 d. Engaging in any other activity constituting unfair competition with any of
17 the Plaintiffs, or constituting an infringement of any of Plaintiffs' trademarks or of Plaintiffs' rights
18 in, or to use or to exploit said trademarks, or constituting any dilution of any of the Plaintiffs'
19 names, reputations, or goodwill;

20 e. Effecting assignments or transfers, forming new entities or associations or
21 using any other device for the purpose of circumventing or otherwise avoiding the prohibitions set
22 forth in Subparagraphs a. through d.;

23 f. Secreting, destroying, altering, removing, or otherwise dealing with the
24 Unauthorized Products or any books or records that may contain any information relating to the
25 importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale,
26 renting, advertising, promoting, or displaying of all unauthorized products that infringe any of the
27 Plaintiffs' trademarks or copyrights; and
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1 g. From aiding, abetting, contributing to, or otherwise assisting anyone from
2 infringing upon any of the Plaintiffs' trademarks or copyrights.

3 2. Directing that the Defendants deliver for destruction all Unauthorized Products
4 including moonwalks, labels, signs, prints, packages, dyes, wrappers, receptacles, and
5 advertisements in their possession or under their control bearing any of Plaintiffs' trademarks or
6 any simulation, reproduction, counterfeit, copy, or colorable imitation thereof, and all plates,
7 molds, heat transfers, screens, matrices, and other means of making the same.

8 3. Directing that the Defendants report to this Court within thirty (30) days after a
9 Permanent Injunction is entered to show its compliance with paragraphs 1 and 2 above.

10 4. Directing such other relief as the Court may deem appropriate to prevent the trade
11 and public from gaining the erroneous impression that the Plaintiffs authorized or are related in any
12 way to any products manufactured, sold, rented, or otherwise circulated or promoted by the
13 Defendants.

14 5. Awarding to the Plaintiffs from the Defendants, as a result of the Defendants' sale
15 of Unauthorized Products bearing the Plaintiffs' trademarks, three times the Plaintiffs' damages
16 and three times the Defendants' profits, after an accounting, or statutory damages, should the
17 Plaintiffs opt for such relief, consisting of \$200,000.00 for each of the Plaintiffs' trademarks
18 infringed upon by the Defendants, and to the extent this Court concludes such infringement was
19 willful, \$2,000,000.00 for the Plaintiffs' trademarks infringed upon by the Defendants pursuant to
20 15 U.S.C. § 1114 and § 1117.

21 6. Awarding to each Plaintiff from the Defendants selling Unauthorized Products three
22 times its damages therefrom and three times Defendants' profits therefrom, after an accounting,
23 pursuant to 15 U.S.C. § 1125(a) and § 1117.

24 7. That Plaintiffs be awarded from each Defendant found to be in violation of their
25 copyrighted properties, the Defendants' profits, or at Plaintiffs' election, an award of statutory
26 damages pursuant to 15 U.S.C. § 504, of no less than Seven Hundred and Fifty Dollars (\$750) nor
27 more than Thirty Thousand Dollars (\$30,000) per copyrighted property infringed upon by each
28 Defendant, at the Court's discretion, or should this Court find that such infringement was willful,

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that this Court, pursuant to its discretion, award statutory damages of up to One Hundred and Fifty Thousand Dollars (\$150,000) for each copyrighted property infringed upon by each such Defendant.

8. Awarding to the Plaintiffs its reasonable attorneys' fees and investigative fees pursuant to 15 U.S.C. § 1117.

9. Awarding to the Plaintiffs their costs in bringing this action.

10. Awarding punitive damages to the Plaintiffs for the Defendants' willful acts of unfair competition under California's common law.

11. Awarding other such relief to the Plaintiffs as this Court deems just.

Dated: November 14, 2010

J. Andrew Coombs, A Professional Corp.

By: _____

J. Andrew Coombs
Annie S. Wang

Attorneys for Plaintiffs Disney Enterprises, Inc.,
Warner Bros. Entertainment Inc., DC Comics, Hanna-
Barbera Productions, Inc., and Sanrio, Inc.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs Disney Enterprises, Inc., Warner Bros. Entertainment Inc., DC Comics, Hanna-Barbera Productions, Inc. and Sanrio, Inc. hereby demand a trial by jury of all issues so triable.

DATED: November 17, 2010

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs
Annie S. Wang

Attorneys for Plaintiffs Disney Enterprises, Inc.,
Warner Bros. Entertainment Inc., DC Comics, Hanna-
Barbera Productions, Inc. and Sanrio, Inc.

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