

1 Gibson instruments, thereby creating cheaply made replicas of the Gibson Trademarks and is selling
2 them to the public.

3 Additionally, because the defendant WowWee boldly uses of the *exact* Gibson owned word
4 marks LES PAUL®, FLYING V®, EXPLORER®, and S-G® to promote their counterfeit items
5 which exhibit the famous Les Paul Body Shape Design® Trademark, the Les Paul Peg-Head®
6 Trademark, the Bell Cover Design® Trademark, the Flying V Body Shape Design® Trademark, the
7 Explorer Body Shape Design® Trademark, the Kramer Peg-Head® Trademark, and the SG Body
8 Design® Trademark, this is even more evidence that there is a similarity in the marks that leads to
9 consumer confusion.
10

11 Most importantly, on defendant WowWee's own website it includes a video of a consumer
12 who confused regarding the Paper Jamz counterfeit Flying V and the Gibson Flying V Body Shape
13 Design® Trademark. (*See Declaration of Bruce Mitchell at ¶17 and Exhibit LL*). This is clear
14 evidence of consumer confusion. AMF, Inc. v. Sleekcraft Boats, (599 F.2d 341 (9th Cir. 1979)).
15

16 **iii. The Alleged Infringer's Intent In Selecting The Mark**

17 It is clear that WowWee intended to use the extensive fame and goodwill of the Gibson
18 Trademarks when it designed, named and marketed the infringing products (they admit this fact on
19 their website). It is clear at, but a glance, that the Rock 1 version of the Paper Jamz product is a
20 knock-off of the Les Paul Body Shape Design® Trademark (*See Exhibits A, M, and Q to Declaration*
21 *of Bruce Mitchell*). As is the similar case between the knock-off versions of Rock 4, 5, and 6 of the
22 Paper Jamz products when compared to Gibson's Flying V Body Shape Design® Trademark, the
23 Explorer Body Shape Design® Trademark, and the SG Body Design® Trademark (*See Exhibits D,E,*
24 *G, R, S, & T to Declaration of Bruce Mitchell*).
25
26

1 In addition, the Unauthorized Products not only infringe upon the distinctive trademark
2 shapes of Gibson, but due to the fact that these knock off designs also utilize the Gibson word marks,
3 such acts can only be seen as intentionally deceptive. WowWee uses the Flying V Body Design ®
4 Trademark with the FLYING V Trademark, e.g., the Paper Jamz FLYING V (Dec of Bruce Mitchell,
5 Exhibit R). It is clear that Defendants' advertising is attempting to build upon the goodwill and fame
6 of the Gibson Trademarks, all to the detriment of Gibson. Of note, is that the advertisements are not
7 comparing their products, but rather using the Gibson Trademarks as bait on a lure to catch the
8 general public unawares, and secure increased revenue on the behalf of the Defendants, while at the
9 same time damaging the image of true Gibson products. If Gibson cannot police its trademarks, and
10 ensure that they are used either by Gibson, itself or under license, the marks would be copied industry
11 wide and render the Gibson marks worthless (Declaration of Henry Juskiewicz at ¶ 28). That is not
12 the purpose of the Lanham Trademark Act, but rather it is to protect the holders of registered
13 trademarks from infringement and to protect the public at large from confusion in the marketplace
14 due to the existence of counterfeit goods bearing federally registered trademarks.

17 **iv. Likelihood of Expansion of the Product Lines**

18 The holder of a registered trademark is presumed to have the ability to expand its product
19 lines within the realm of its trademark, unless the trademark registration. Thus Gibson can in fact
20 utilize the Gibson Trademarks in connection with musical play instruments. In fact, Gibson has
21 already done so, marketing an electric guitar to kids between the ages of 10 to 15 years of age, that
22 was sold within the same channels of trade that is being utilized by the Defendants (Declaration of
23 Bruce Mitchell at ¶ 18, and the associated Exhibit MM). Gibson has also licensed its patented
24
25
26

1 technology which enables the Rock Band® series to utilize a Fender Stratocaster® within the game
2 (*Id.* at ¶ 17#).

3 A trademark owner is entitled to protection against the registration of a similar mark on
4 products that might reasonably be expected to be produced by him in the normal expansion of his
5 business. The test is whether purchasers would believe the product or service is within the registrant's
6 logical zone of expansion (In re 1st USA Realty Professionals, Inc., 84 USPQ2d 1581 (TTAB 2007);
7 CPG Products Corp. v. Perceptual Play, Inc., 221 USPQ 88 (TTAB 1983); TMEP §1207.01(a)(v)).

8 Here, Gibson has already expanded its product lines to areas that encompass what the Defendants are
9 peddling to the general public. The result is confusion on the part of the consuming public, as to who
10 these products are affiliated with, confusion exacerbated by the manner and means in which the
11 goods have been manufactured (*e.g.*, the shapes) and the way in which they have been promoted
12 (“styled like a famous Gibson,” “made to resemble a Gibson SG while the Rock Style 1 is made to
13 look like the famous Gibson Les Paul. You can choose from your favorite styles of guitar, with the
14 styles ranging from the classic Fender Stratocaster the “Gibson Flying V Design” “is molded just
15 like the genuine matter, allowing you to play on a Gibson Flying V . . .”) (Declaration of Bruce
16 Mitchell at ¶ 15, and 16, and attached Exhibit NN). The Defendants’ own words speak for
17 themselves. This is pure trademark infringement, an attempt to hijack the fame and goodwill
18 associated with the prestigious Gibson Trademarks.
19
20
21

22 **C. Plaintiff Will Suffer Irreparable Harm In The Absence of Preliminary Injunctive**
23 **Relief**

24 The second of the four criteria for injunctive relief as set forth in Winter is that the plaintiff
25 establish that it is likely to suffer irreparable harm in the absence of preliminary
26

1 relief. Winter, 129 S.Ct. 365, 375-376.

2 In trademark cases, once the registrant establishes a likelihood of confusion between
3 the registrant's mark and the challenger's mark, it is ordinarily presumed the registrant will
4 suffer irreparable harm if injunctive relief is not granted (Vision Sports, Inc. v. Mellville
5 Corp., 888 F.2d 609, 612 n.3 (9th Cir. 1989) *See also* Marlyn Nutraceuticals, Inc. v. Murcos Pharma
6 GmbH & Co., 571 F. 3d 873, 877 (9th Cir. 2009) (in trademark cases, irreparable injury is presumed
7 based on a likelihood of success on the merits); and TMX Funding, Inc. v. Impero Technologies, Inc.,
8 2010 U.S. Dist. LEXIS 68843, *19-20, 2010 WL 2745484, *7 (N.D. Cal.2010) (noting that post-
9 Winter, "the Ninth Circuit has reaffirmed the ability of a district court to presume harm upon a
10 showing of the likelihood of success on the merits of a trademark infringement claim."). "In
11 trademark cases, irreparable harm is typically found in a plaintiff's loss of control over their business
12 reputation, loss of trade and loss of goodwill" (Maxim Integrated Products, Inc. v. Quintana, 654 F.
13 Supp. 2d 1024, 1035 (N.D. Cal. 2009) The cases hold that "[i]ntangible injuries such as damage to . . .
14 goodwill qualify as irreparable harm" (Rent-A-Center, Inc. v. Canyon Television & Appliance
15 Rental, Inc., 944 F. 2d 597, 603 (9th Cir. 2001).

16 This is the reason that there is a presumption of irreparable harm when there has been
17 trademark infringement, such as is the case here.

21 **D. The Balance of Equities Tips In Favor of Plaintiff**

22 A court balancing the equities will look to the possible harm that could befall the
23 various parties (Cytosport, Inc. v. Vital Pharm., Inc., 617 F.Supp.2d 1051, 1081-1082
24 (E.D.Cal.2009)). In this case, plaintiff Gibson is likely to suffer irreparable harm to its business and
25 the goodwill it has built in the Gibson Trademarks over fifty years, particularly in the United States.

1 Unless enjoined, the proliferation of the unlicensed use of the Gibson Trademarks will
2 irreparably harm GIBSON by: (1) undermining Gibson's substantial investment in the Gibson
3 Trademarks; (2) eliminating Gibson's control over distribution of its federally registered trademarks;
4 (3) harming Gibson's reputation with third party licensees; and diminishing the sales of future
5 products displaying the Gibson Trademarks by Gibson and its authorize retailers (Declaration of
6 Henry Juskiewicz at ¶ 28).

8 Gibson has invested millions of dollars developing, promoting and advertising goods that bear
9 the Gibson Trademarks. In the absence of injunctive relief, Defendants will continue to profit from
10 the sales of the illegal goods while Gibson will be harmed by the continued distribution of these
11 counterfeit items to the public. The lack of injunctive relief will therefore result in the loss of
12 goodwill to the public and licensees encourage infringers to increase operations, and discourage anti-
13 piracy enforcement – all of which is great and irreparable harm. In contrast, Defendants will only
14 suffer the loss of the revenue from the sales of illicit
15 Unauthorized Products utilizing the Gibson Trademarks. But that is the risk Defendants assumed
16 when they decided to participate actively in an illegal business activity. The law is clear that the
17 economic harm that befalls a pirate is not cognizable in the balance of hardships (Cadence Design
18 Systems, Inc. v. Avant! Corp., 125 F.3d 824, 829 (9th Cir. 1997) (profit lost from enjoined sales of
19 infringing goods not cognizable harm); Triad Sys Corp. v. Southeastern Express Co., 64 F. 3d 1330,
20 1338 (9th Cir. 1995) (“Where the only hardship that the defendants will suffer is lost profits from an
21 activity which has been shown likely to be infringing, such an argument in defense merits little
22 equitable consideration.”) Moreover, the Defendants retail businesses appear to involve the supply of
23 many types of products, of which the items bearing the Gibson Trademarks are but a few. They will,
24
25
26

1 presumably, continue to supply these other products, despite the granting of any injunctive relief
2 preventing the sale and distribution of the Unauthorized Products. Because of the irreparable harm to
3 Gibson and because the balance of hardships tips strongly in favor of Gibson, Gibson is entitled to a
4 temporary restraining order and preliminary injunction.

5
6 Additionally, Plaintiff is willing to post a bond to protect Defendants' interest pending the
7 outcome of this litigation, although Plaintiff strongly believes that the bond should be minimal based
8 on the merits of its case and the strong likelihood it will prevail.

9 Fed. R. Civ. P. 65 (c) provides that a bond be posted "in an amount that the court considers
10 proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined
11 or restrained." A bond "may not be required, or may be minimal, when the harm to the enjoined party
12 is slight or where the movant has demonstrated a likelihood of success" (Ticketmaster L.L.C. v.
13 RMG Technologies, Inc., 507 F. Supp. 2d 1096, 1116 (C.D. Cal. 2007); *see also* Connecticut Gen.
14 Life Ins. Co. v. New Images of Beverly Hills, 321 F. 3d 878, 882 (9th Cir. 2003) ("bond amount may
15 be zero if there is no evidence the party will suffer damages from the injunction."). Here, there is
16 little prospect that any of Defendants' legitimate interests would be impinged by an order requiring
17 them to cease distribution of the goods bearing the Gibson Trademarks. However, if the Court
18 requires that a bond be posted, GIBSON submits that the bond should not exceed \$10,000 since that
19 amount is more than sufficient to account for the unlikely possibility that Defendants would be
20 "wrongly enjoined or restrained," from selling these plainly illegal devices (Fed. R. Civ. P. 65 (c);
21 *see, e.g.*, Iconix, Inc. v. Tokuda, 457 F. Supp. 2d 969, 1002 (N.D. Cal. 2006) (setting bond at \$10,000
22 for preliminary injunction in copyright infringement action); Microsoft Corp. v. Very Competitive
23 Computer Products Corp., 671 F. Supp. 1250, 1252 (N.D. Cal. 1987) (setting bond at \$10,000 for
24
25
26

1 preliminary injunction in copyright infringement action); Nintendo of America, Inc. v. Computer &
2 Entertainment, Inc., 1996 U.S. Dist. LEXIS 20975, *15, 1996 WL 511619, *6 (W.D. Wa. 1996)
3 (setting bond at \$10,000 for preliminary injunction in copyright and trademark infringement action).

4 Based thereon, Plaintiff respectfully contends that the balance of equities tips in its favor and
5 favors the issuance of injunctive relief and that a bond, if necessary, be minimal.

6
7 **E. An Injunction Is In The Public Interest**

8 In the trademark context, courts often define the public interest as the right of the public not to
9 be deceived or confused (Moroccanoil, Inc. v. Moroccan Gold, LLC, 590 F. Supp.2d 1271, 1282
10 (C.D. Cal. 2008) (quoting Opticians Ass'n of Am. v. Indep. Opticians of Am., 920 F.2d 187, 198 (3d.
11 Cir. 1990)). Courts also recognize that the public interest favors injunctive relief in trademark
12 infringement cases (*See, e.g.*, Promatek Industries, Ltd. v. Equitrac Corp., 300 F. 3d 808, 813 (7th
13 Cir. 2002).

14
15 On the other hand, no public benefit results from Defendants' activities. Public policy
16 certainly does not support trademark infringement as a means to facilitate trademark counterfeiting.
17 If the Court finds a likelihood of confusion between marks, it may also find that the public interest
18 weighs in favor of granting injunctive relief (Maxim Integrated Products, Inc. v. Richard Quintana,
19 et al., 654 F.Supp.2d 1024, 1036 (N.D. Cal.2009). In this case, not only is there a likelihood of
20 confusion; rather, there has been at least one example of "actual" confusion by one of Plaintiff's own
21 customers. Thus, injunctive relief is warranted.

22
23 **V. CONCLUSION**

24 Pursuant to the factors set forth by the U.S. Supreme Court in Winter, 129 S.Ct. at 375-376,
25 Plaintiff has established 1) that it is likely to succeed on the merits; 2) that it is likely to suffer

1 irreparable harm in the absence of preliminary relief; 3) that the balance of equities tip in its favor;
2 and 4) that an injunction is in the public interest.

3 A Temporary Restraining Order and a Preliminary Injunction will ensure protection of
4 Plaintiff from further infringement of its Registered Trademarks as well as the public's right to
5 distinguish between competing sources of goods and services. Accordingly, Plaintiff respectfully
6 requests that the court enjoin Defendants' infringement in the form of the order proposed and filed
7 concurrently herewith.
8

9 Respectfully submitted,



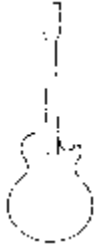


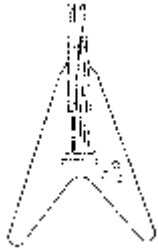



10 DATED: November 19, 2010

BATES & BATES, LLC

11
12 

13 ANDREA E. BATES
14 MICHAEL A. BOSWELL
15 Attorneys for PLAINTIFF
16 GIBSON GUITAR CORP
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26

Exhibit 12

Paper Jamz Guitar	Paper Jamz Guitar	Gibson Trademark
		
		
		

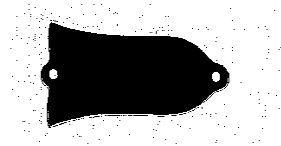


Exhibit 13

OVER-NIGHT MAIL

Michael Jacobson
General Counsel for eBay Inc.
2145 Hamilton Avenue
San Jose, CA 95125

November 15, 2010

Re: Use of Gibson Trademarks by Paper Jamz

Dear Mr. Jacobson:

We represent Gibson Guitar Corp. ("Gibson"). Gibson owns the well-known United States trademark registrations for the Les Paul Body Design (Reg. No. 1782606), Flying V Body Design (Reg. No. 2051790), SG Body Design (Reg. No. 2215791), Explorer Body Design (Reg. No. 2053805), and Bell Shaped Truss Rod Cover (Reg. No. 1022637) (hereinafter "Trademarks" with copies attached hereto as Exhibit A). Recently, Gibson discovered that WowWee Holdings Inc., a division of 7293411 Canada Inc., has been using all of the above-mentioned Trademarks in connection with their guitar line Paper Jamz without the consent or license from Gibson. A chart of the Paper Jamz line along with the Trademarks is attached hereto as Exhibit B.

It has come to Gibson's attention that your company is allowing third parties to sell and distribute the Paper Jamz instruments through your website. Accordingly, we wish to make you aware of the Trademarks as well as the Paper Jamz issue. Should you have any questions or would like to discuss this matter further, please do not hesitate to contact me at the number below.

This letter is sent without waiver of or prejudice to Gibson's rights with respect to this matter, all of which are expressly reserved.

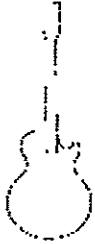
Regards,



Andrea E Bates

cc. Bruce Mitchell

EXHIBIT A



Goods and Services IC 015. US 036. G & S: GUITARS. FIRST USE: 19521200. FIRST USE IN COMMERCE: 19521200

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 22.01.06 - Banjos; Guitars; Ukuleles

Serial Number 73675665

Filing Date July 31, 1987

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition May 9, 1989

Registration Number 1782606

Registration Date July 20, 1993

Owner (REGISTRANT) GIBSON GUITAR CORP. CORPORATION DELAWARE 309 PLUS PARK NASHVILLE TENNESSEE 37217

(LAST LISTED OWNER) SHAWMUT CAPITAL CORPORATION CORPORATION CONNECTICUT 6060 J.A. JONES DRIVE CHARLOTTE NORTH CAROLINA 28287

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Andrea E. Bates

Description of Mark THE MARK CONSISTS OF A UNIQUELY SHAPED CONFIGURATION FOR THE BODY PORTION OF THE GUITAR AS ILLUSTRATED IN THE DRAWING BY THE SOLID LINES. THE LINING OF THE DRAWING IS NOT INTENDED TO INDICATE COLOR.

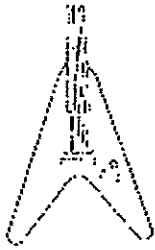
Type of Mark TRADEMARK

Register PRINCIPAL-2(F)

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20031009.

Renewal 1ST RENEWAL 20031009

LIVE



Goods and Services IC 015, US 036, G & S: stringed instruments, namely guitars. FIRST USE: 19581231.
FIRST USE IN COMMERCE: 19581231

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 22.01.06 - Banjos; Guitars; Ukuleles

Serial Number 74570030

Filing Date September 6, 1994

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition April 16, 1996

Registration Number 2051790

Registration Date April 15, 1997

Owner (REGISTRANT) Gibson Guitar Corp. CORPORATION DELAWARE 309 PLUS PARK BOULEVARD Nashville TENNESSEE 37217

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Andrea E. Bates

Description of Mark The mark comprises a fanciful configuration of a guitar body.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070414.

Renewal 1ST RENEWAL 20070414

Live/Dead Indicator LIVE



Goods and Services IC 015. US 036. G & S: stringed instruments, namely guitars. FIRST USE: 19581231.
FIRST USE IN COMMERCE: 19581231

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 22.01.06 - Banjos; Guitars; Ukuleles

Serial Number 74570078

Filing Date September 6, 1994

Current Filing Basis 1A

Original Filing Basis 1A

**Published for
Opposition** May 21, 1996

**Registration
Number** 2053805

Registration Date April 22, 1997

Owner (REGISTRANT) Gibson Guitar Corp. CORPORATION DELAWARE 1818 Elm Hill Pike
Nashville TENNESSEE 37210

**Assignment
Recorded** ASSIGNMENT RECORDED

Attorney of Record Andrea E. Bates

Description of Mark The mark comprises a fanciful configuration of a guitar body.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070414.

Renewal 1ST RENEWAL 20070414

Live/Dead Indicator LIVE



Goods and Services IC 015. US 002 021 036. G & S: stringed instruments, namely, guitars. FIRST USE: 19611231. FIRST USE IN COMMERCE: 19611231

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 22.01.06 - Banjos; Guitars; Ukuleles

Serial Number 75272182

Filing Date April 10, 1997

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition October 13, 1998

Registration Number 2215791

Registration Date January 5, 1999

Owner (REGISTRANT) Gibson Guitar Corp. CORPORATION DELAWARE 309 Plus Park Blvd
Nashville TENNESSEE 37217

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Andrea E. Bates

Description of Mark The mark comprises a fanciful design of a guitar body.

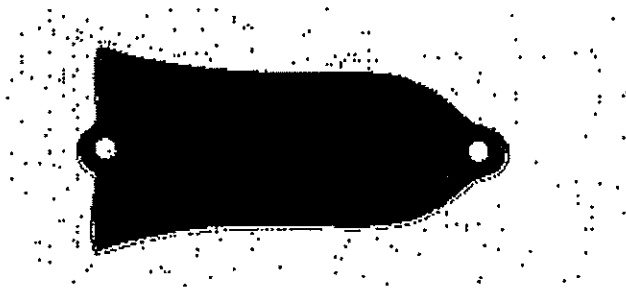
Type of Mark TRADEMARK

Register PRINCIPAL-2(F)

Affidavit Text SECT 8 (6-YR). SECTION 8(10-YR) 20090121.

Renewal 1ST RENEWAL 20090121

Live/Dead Indicator LIVE



Goods and Services IC 015. US 036. G & S: STRING INSTRUMENTS. FIRST USE: 19220000. FIRST USE IN COMMERCE: 19220000

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 22.03.24 - Bells, hand; Hand bells; Single bells

Serial Number 73016410

Filing Date March 20, 1974

Current Filing Basis 1A

Original Filing Basis 1A

Registration Number 1022637

Registration Date October 14, 1975

Owner (REGISTRANT) NORLIN MUSIC, INC. CORPORATION DELAWARE 7373 N. CICERO AVE. CHICAGO ILLINOIS 60646

(LAST LISTED OWNER) GIBSON GUITAR CORP. CORPORATION ASSIGNEE OF DELAWARE 309 PLUS PARK BOULEVARD NASHVILLE TENNESSEE 37217

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Andrea E. Bates

Description of Mark THE MARK CONSISTS OF A TRUSS COVER PLATE IN A BELL SHAPE.

Type of Mark TRADEMARK

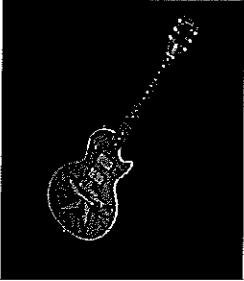
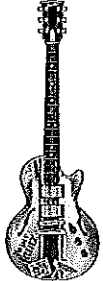
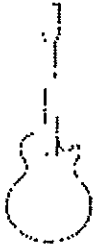
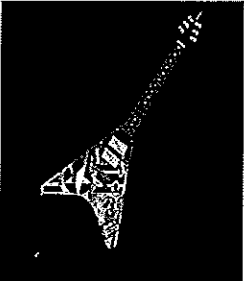
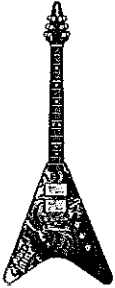
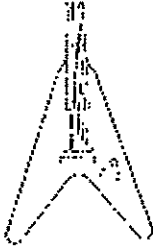
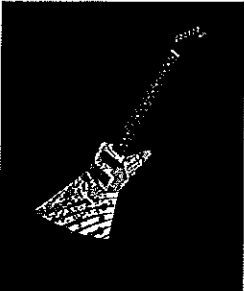


Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050819.

Renewal 2ND RENEWAL 20050819

Live/Dead Indicator LIVE

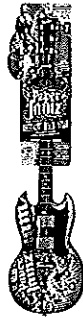
EXHIBIT B

Paper Jamz Guitar Series 1	Paper Jamz Guitar Series 2	Gibson Trademark
Style 1 	Style 1 	
Style 4 	Style 4 	
Style 5 	Style 5 	

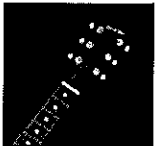
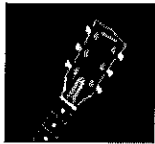
Style 6



Style 6



Styles 1 and 6



Styles 1 and 6

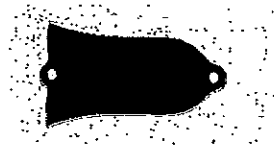
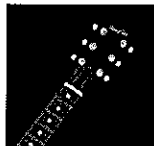


Exhibit 14

Notice of Claimed Infringement

Date: _____

eBay Inc.
Attn: eBay VeRO Program
2145 Hamilton Ave.
San Jose, CA 95125
Fax number: (408) 516-8811

Dear eBay:

I, the undersigned, state **under penalty of perjury** that:

- I am the owner, or an agent authorized to act on behalf of the owner, of certain intellectual property rights ("IP Owner");
- I have a good faith belief that the listings identified (by item number) in the addendum attached hereto offer items or contain materials that are not authorized by the IP Owner, its agent, or the law; and
- The information in this notice is accurate.

Please act expeditiously to remove the listings identified in the addendum.

I may be contacted at (* required):

Name of IP Owner*: _____

Name and title*: _____

Company: _____

Address*: _____

City, State, and Zip*: _____

Email address (for correspondence with eBay): _____

Email address* (to be given to eBay sellers): _____

Telephone*: _____

Fax: _____

In addition to the undersigned, the following persons have the proper authority to sign future Notices of Claimed Infringement on behalf of the IP Owner:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Truthfully,

Signature

**Addendum to Notice of Claimed Infringement:
List of allegedly infringing listings, items, or materials**

Note on reason codes: When identifying item numbers please use the reasons below. When removing items from our website, eBay will inform sellers of the specific reason for the removal of their items. We believe providing sellers with this information benefits all parties.

Select the most appropriate reason. Please associate each item you report with only one reason code.

Reason codes
(Note that the numbers may not appear to be sequential everywhere. This is not a mistake, but simply reflects that the reason codes are not legally applicable in all countries.)
Trademark – <i>item</i> infringement 1.1. Item(s) is a counterfeit product which infringes the trademark owner's rights.
Trademark – <i>listing content</i> infringement 2.1. Listing(s) contains unlawful comparison to trademark owner's brand name. 2.2. Listing(s) contains unlawful use of trademark (for example, an unauthorized use of stylized logo in written text). Please specify: _____
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Reason code: _____
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