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 CENTRAL DISTRICT COURT
 SANTA ANA, CALIF.
 BY _____

11 Attorneys for Plaintiffs MEGA BRANDS, INC.
 12 and MEGA BRANDS AMERICA

13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 MEGA BRANDS INC., a foreign
 16 corporation, and MEGA BRANDS
 17 AMERICA, INC., a New Jersey
 corporation,

18 Plaintiffs,

19 v.

20 LEGO JURIS A/S, a foreign
 21 corporation, and LEGO GROUP a
 foreign corporation,

22 Defendants.

Civil Action No.

SACV12 - 0064 JVS (ANx)

COMPLAINT

DEMAND FOR JURY TRIAL

24 Plaintiffs MEGA Brands Inc. and MEGA Brands America, Inc.
 25 (collectively, "MEGA Brands"), by their undersigned attorneys, for their
 26 Complaint against Defendants LEGO Juris A/S and LEGO Group ("LEGO"),
 27 allege as follows:
 28

1
2 **INTRODUCTION**

3 1. MEGA Brands brings this action to stop LEGO's illegal efforts to
4 monopolize the construction toy market through illegal anti-competitive practices
5 including, but not limited to, use of fraudulently obtained IP rights to interfere with
6 MEGA Brands' right to continue to import certain competitive products into the
7 United States.

8 2. On information and belief, LEGO engaged in *ex parte* communication
9 (including one or more meetings) with the United States Customs and Border
10 Protection Agency ("Customs") during which LEGO improperly asserted
11 exclusive rights to the functional cylindrical stud element that is commonly used in
12 construction blocks based on a trademark registered with the Customs (LEGO's
13 Trademark Registration No. 2,273,314 for a "cylindrical surface feature"²(the
14 "LEGO trademark")).

15 3. LEGO obtained the LEGO trademark and used the registration to
16 mislead the Customs service into believing that LEGO had exclusive rights to the
17 functional cylindrical stud element despite knowing that there was no objective
18 basis for the assertion because, among other things, the configuration of the LEGO
19 block has already been adjudged to be "wholly functional" and that courts in
20 various actions throughout the world have rejected LEGO's claim to exclusive
21 rights to the functional cylindrical stud element.

22 4. Customs has advised MEGA Brands and its customer that it will not
23 clear certain products that MEGA Brands lawfully seeks to import on the suspicion
24 that those products infringe the LEGO trademark. The LEGO trademark upon
25 which Customs' determination is based is invalid because of misrepresentations
26 made by LEGO and its predecessor-in-interest to procure and impermissibly
27 expand the scope of the trademark. LEGO's use of a fraudulently procured
28 trademark together with misrepresentations to Customs to assert exclusive rights it
knows it does not have is nothing more than the latest effort by LEGO to

1 monopolize the construction toy market and sabotage the success of its biggest
2 competitor, MEGA Brands. In this instance, LEGO is attacking MEGA Brands'
3 highly successful "HALO" product line based on the HALO franchise owned by
4 Microsoft Corporation.

5 5. MEGA Brands therefore seeks a declaratory judgment that its
6 products do not infringe on any valid trademark owned by LEGO, and an
7 injunction ordering LEGO to consent to MEGA Brands' importation of those
8 products. Because LEGO's anticompetitive actions include fraudulent
9 representations designed to monopolize the construction toy market by foreclosing
10 MEGA Brands from the market, MEGA Brands also seeks relief for LEGO's
11 violation of federal antitrust laws and state unfair competition laws.

12 JURISDICTION AND VENUE

13 6. This Court has subject matter jurisdiction over this matter pursuant to
14 28 U.S.C. §§ 1331, 1338(a) and (b), and 1367.

15 7. This Court has personal jurisdiction over LEGO by virtue of LEGO's
16 transacting, doing, and soliciting business in this District, and because LEGO's
17 actions giving rise to this matter were directed at this District and caused injury to
18 MEGA Brands in this district.

19 8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2).

20 PARTIES

21 9. Plaintiff MEGA Brands Inc. is a corporation existing under the laws
22 of Canada with its principal place of business located at 4505 Hickmore, Montreal,
23 Québec, Canada H4T 1K4. Plaintiff MEGA Brands Inc. manufactures and
24 markets a family of global brands in construction toys, games and puzzles, arts and
25 crafts, and stationery, including the MEGA BLOKS, ROSE ART, MEGA
26 PUZZLES, MEGA GAMES and BOARD DUDES brands.

27 10. Plaintiff MEGA Brands America, Inc. is a corporation existing under
28 the laws of New Jersey with its principal place of business located at 36

1 Technology Drive, Suite 250, Irvine, California 92618. Plaintiff MEGA Brands
2 America, Inc. is a wholly-owned indirect subsidiary of MEGA Brands, Inc.

3 11. On information and belief, Defendant LEGO Juris A/S is a subsidiary
4 of LEGO Group and a corporation existing under the laws of Denmark with its
5 principal place of business in Billund, Denmark.

6 12. On information and belief, Defendant LEGO Group is a corporation
7 based in Billund, Denmark that has subsidiaries (including Defendant LEGO Juris
8 A/S) and branches throughout the world. The LEGO Group operates retail stores
9 in this district including The LEGO® Store 3333 Bristol Street, Costa Mesa, CA
10 92626 and The LEGO® Store 1585 South Disneyland Drive, Anaheim, CA 92082.

11 BACKGROUND

12 13. MEGA Brands is a world leader in the design and sale of construction
13 toys for children. Currently, MEGA Brands is, after LEGO, the second largest
14 construction toy company in the world.

15 14. On information and belief, according to a recent consumer panel
16 conducted by the NPD Group, LEGO's sales account for 85.5% of the U.S. market
17 for construction toys for older children.

18 15. Since at least 1991, both LEGO and MEGA Brands have used a
19 cylindrical stud as a key functional component in their respective construction toy
20 systems.

21 16. Before their use by LEGO or MEGA Brands, cylindrical studs
22 (alternatively referred to as "pins" or "projections") were used as a key functional
23 element on toy construction bricks developed by Harry Fisher Page of
24 KIDDICRAFT (a U.K. Company) in the 1940's. Mr. Page was granted patent
25 protection for the brick in the UK, France and elsewhere. Unbeknownst to Mr.
26 Page, LEGO copied the KIDDIECRAFT product configuration in a jurisdiction
27 (Denmark) where there was no active patent protection. LEGO further improved
28 the brick in the 1950's by adding "tubes" or secondary projections in the hollow

1 cavity of the brick. LEGO was also granted patent rights in the improved brick
2 and enjoyed these rights until the patents expired in the 1980's.

3 17. MEGA Brands did not enter the market with its MICRO bricks until
4 1991, years after the last of LEGO's patents expired. MEGA Brands developed its
5 own range of construction bricks, which it sold in theme sets, buckets and other
6 formats, under the distinctive MEGA BLOKS trademark. MEGA Brands has also
7 obtained licenses for its theme sets from, among others, the Microsoft Corporation,
8 Nickelodeon/Viacom International, Marvel, Caterpillar and John Deere.

9 18. MEGA Brands has achieved enormous success in the sale of theme
10 sets that include MICRO bricks. Among the many companies that sell
11 construction toy systems that use the cylindrical stud functional element, MEGA
12 Brands is considered LEGO's strongest and most innovative rival.

13 19. Subsequent to the expiry of its patents, LEGO has sought to maintain
14 its monopoly by asserting other types of intellectual property rights, including
15 copyrights, design rights and now trademarks.

16 20. In one of the first actions in which LEGO sought trademark protection
17 for its brick design, *Tyco Industries, Inc. v. LEGO Systems, Inc.*, 5 U.S.P.Q.2D
18 (D.N.J 1987), *aff'd*, 853 F.2d 921 (3d Cir.), *cert. denied*, 488 U.S. 955 (1988), the
19 Court (Judge Brown) found that the LEGO block is "wholly functional" and
20 denied trademark protection on that basis. The Court specifically referenced the
21 functionality of the cylindrical studs on the brick surface in cooperation with the
22 tubes on the bottom of the brick.

23 21. Courts throughout the world have likewise held that LEGO cannot
24 maintain a monopoly on a once-patented technical invention under the guise of
25 trademark law. LEGO has failed in its efforts to claim exclusive rights to the
26 functional cylindrical stud element in various actions around the world. Although
27 LEGO has aggressively pursued infringement litigation against its competitors
28 (including MEGA Brands), courts repeatedly have rejected LEGO's efforts to

1 claim exclusive rights to the functional elements of its building blocks for at least
2 10 years. Specifically, LEGO has attempted without avail to assert exclusive
3 rights to its cylindrical studs against MEGA Brands and/or its local distributors in
4 France, Canada, Belgium, Germany, Greece, Portugal, Spain, the Philippines, the
5 Netherlands, the Czech Republic and Italy. Moreover, LEGO's Community
6 trademark registration for the shape of the 2x4 brick, which features 8 pins, was
7 cancelled by Europe's highest court (the Court of Justice of the European Union)
8 in a judgment dated September 14, 2010 specifically on the basis of the
9 functionality of the pins. LEGO's trademark claims were also dismissed by the
10 Supreme Court of Canada in a judgment dated November 17, 2005 as well as by
11 the Supreme Court of France in 1997, the Supreme Court of Germany in 2004, the
12 Supreme Court of Spain in 2007, the Supreme Court of Italy in 2008 and the
13 Supreme Court of The Netherlands in 2009. LEGO's recent attempt to enforce
14 equally invalid rights in the United States should be rejected just as it has been
15 rejected in other jurisdictions.

16 **LEGO's Improper Communications with Customs**

17 22. MEGA Brands' construction toy systems are packaged in Canada
18 and/or China from parts manufactured in Canada and/or China and imported into
19 the United States for sale to United States customers. Over 50% of MEGA
20 Brands' construction toys are made in Canada. The continued success of MEGA
21 Brands' construction toy systems depends, therefore, on an efficient and
22 unobstructed importation of toy packages through Customs and into the United
23 States.

24 23. On or about January 6, 2012, MEGA Brands' retail customer Toys-R-
25 Us was notified that products currently scheduled for importation and ultimate
26 distribution to Toys-R-Us (including but not limited to MEGA Brands products)
27 might be detained by Customs because of a complaint by LEGO.

28

1 24. On January 10, 2011, MEGA Brands was informed by Christine
2 Hogue, supervisor of the U.S. Customs and Border Patrol Toy Team, that Customs
3 intends to detain those products. MEGA Brands learned that Customs intends to
4 seize the products on the suspicion that those products infringe the LEGO
5 trademark.

6 25. On information and belief, LEGO had recorded an invalid trademark
7 registration with Customs in advance of MEGA Brands' planned shipments.
8 LEGO then engaged in *ex parte* communication with Customs and provided
9 selected materials to Customs to mislead Customs into believing that the LEGO
10 trademark gave LEGO exclusive rights to the functional cylindrical stud element
11 that is commonly used in construction blocks.

12 26. At the time of its *ex parte* communications with Customs, LEGO
13 knew that the United States District Court of New Jersey had previously ruled that
14 the LEGO block was "wholly functional" and denied trademark protection on that
15 basis *Tyco Industries, Inc. v. Lego Systems, Inc.*, 5 U.S.P.Q.2D (D.N.J 1987), *aff'd*,
16 853 F.2d 921 (3d Cir.), *cert. denied*, 488 U.S. 955 (1988). LEGO also knew that it
17 had failed in its efforts to claim exclusive rights to the functional cylindrical stud
18 element in various actions around the world. Courts throughout the world have
19 held that LEGO cannot re-monopolize a once patented technical invention under
20 the guise of trademark law.

21 27. On information and belief, LEGO did not tell Customs of these prior
22 court decisions. Instead, LEGO directed Customs to seize MEGA Brands'
23 products before their importation into the United States in order to prevent MEGA
24 Brands from selling its products to customers and to keep MEGA Brands from
25 gaining market share from LEGO.

26 **LEGO's Improper Actions Before the Trademark Office**

27 28. The LEGO trademark at issue is U.S. Trademark Registration No.
28 2,273,314, issued on August 31, 1999 for the design of a "cylindrical surface

1 feature” (hereinafter referred to as a “stud”) for “toy vehicles; toy figures and
2 construction toys.” This Registration was issued originally to Kirkbi AG and later
3 assigned to LEGO. LEGO’s Registration is attached hereto as Exhibit 1 and is
4 incorporated into this Complaint by reference.

5 29. An examination of LEGO’s Registration confirms that the subject of
6 the Registration was obtained and maintained under false pretenses because LEGO
7 knew that it could not legitimately assert exclusive rights in the cylindrical stud
8 that is an essential functional element of construction toy building blocks. Among
9 other things, LEGO evaded a direct inquiry concerning designs used by
10 competitors – withholding the highly material history and ubiquity of the
11 functional cylindrical stud element. Moreover, LEGO led the United States Patent
12 and Trademark Office (“Trademark Office”) to believe that LEGO was *not* seeking
13 protection for the cylindrical stud functional element, but that, instead, it was
14 seeking protection only for its use as an element of product packaging.

15 30. LEGO was, of course, well aware that courts throughout the world
16 had held that the cylindrical studs on LEGO’s building blocks are *functional*, and
17 thus not eligible for trademark protection. To avoid the certain objection of the
18 Trademark Office, LEGO withheld material information, evaded Trademark Office
19 inquires and made misleading statements to suggest to the Trademark Office that it
20 was *not* seeking to register the functional cylindrical stud element.

21 31. LEGO’s Registration is invalid for the additional reason that LEGO’s
22 predecessor, Kirkbi, obtained the Registration by intentionally misleading the
23 Trademark Office when it applied for the Registration. For example, Kirkbi failed
24 to disclose the functionality of its cylindrical studs to the Trademark Office and did
25 not inform the Trademark Office that the principal of Kirkbi had obtained a *patent*
26 on the use of cylindrical studs in construction toys. Indeed, Kirkbi affirmatively
27 represented to the Trademark Office during prosecution of the trademark
28 registration that its cylindrical studs were *not* the subject of any issued design or

1 utility patents. Kirkbi also affirmatively represented to the Trademark Office
2 during prosecution that the cylindrical studs were *not* functional, despite the fact
3 that the cylindrical studs' essential purpose is to enable combination and
4 construction of building block toys. The Trademark Office would not have issued
5 a registration to Kirkbi – and LEGO would not have any trademark rights to
6 enforce – if Kirkbi had disclosed the truth about the cylindrical studs'
7 functionality. Excerpts of the file history are attached hereto as Exhibit 2 and are
8 incorporated into this Complaint by reference.

9 32. LEGO's predecessor's conduct in front of the Trademark Office, in
10 addition to establishing LEGO's fraud and invalidating LEGO's trademark, limits
11 the scope of the trademark rights that LEGO would be able to assert even if the
12 trademark were valid. Kirkbi repeatedly represented to the Trademark Office that
13 it was only claiming trademark rights over "cylindrical surface features" used on
14 the *packaging* of its products, not on the products themselves.

15 33. To date, Customs has not sent a formal notice of detention or seizure
16 to MEGA Brands, leaving MEGA Brands' products in a state of limbo and leaving
17 MEGA Brands without any certainty that it will be able to obtain and deliver its
18 products to retailers.

19 34. If MEGA Brands is not allowed to continue to import its goods, it
20 faces cancellation of a substantial quantity of purchase orders from its retail
21 customers, including but not limited to Toys-R-Us, as well as the loss of goodwill
22 and reputation caused by its inability to fulfill purchase orders. The goods that will
23 be detained by Customs are earmarked for delivery to large retail customers of
24 MEGA Brands.

25 35. Monetary relief against LEGO will not adequately remedy the harm
26 caused by LEGO's interference with MEGA Brands' importation of products.
27 Unless MEGA Brands obtains an injunction ordering LEGO to consent to
28 continued importation of MEGA Brands' goods, MEGA Brands will lose

1 invaluable opportunities to maintain and develop business relationships with its
2 retail customers, licensors, and with individual consumers in the United States.

3 **FIRST CAUSE OF ACTION**

4 **(DECLARATORY JUDGMENT OF INVALIDITY)**

5 36. MEGA Brands incorporates the allegations in the foregoing
6 paragraphs as if the same were set forth herein.

7 37. On information and belief, LEGO is the owner by assignment of U.S.
8 Trademark Registration No. 2,273,314.

9 38. U.S. Trademark Registration No. 2,273,314 is invalid and
10 unenforceable against MEGA Brands because:

- 11 a. the “cylindrical surface feature” covered by the trademark is
12 generic and/or functional and therefore not entitled to protection
13 under United States trademark laws, and
14 b. LEGO’s predecessor obtained the Registration by fraud, by
15 withholding highly material information; by intentionally
16 misleading the PTO as to the functionality of the “cylindrical
17 surface feature” and by intentionally failing to disclose that the
18 “cylindrical surface feature” was depicted in expired patents at
19 the time LEGO sought trademark registration.

20 39. MEGA Brands is entitled to a declaration pursuant to the federal
21 Declaratory Judgment Act, 28 U.S.C. § 2201, that LEGO’s Trademark Registration
22 No. 2,273,314 is invalid and unenforceable against LEGO. There is an actual case
23 or controversy between MEGA Brands and LEGO requiring a declaration because
24 LEGO’s assertion of its trademark rights has caused Customs to warn MEGA
25 Brands that it will detain MEGA Brands’ products, thus preventing MEGA Brands
26 from distributing those products to customers and causing MEGA Brands
27 immediate and irreparable harm.

28

1 40. MEGA Brands is also entitled to a preliminary and permanent
2 injunction restraining LEGO from interfering with MEGA Brands' importation of
3 products into the United States on the grounds of the LEGO trademark and
4 ordering LEGO to consent immediately to continued importation of MEGA
5 Brands' goods.

6 SECOND CAUSE OF ACTION

7 (DECLARATORY JUDGMENT OF NON-INFRINGEMENT)

8 41. MEGA Brands incorporates the allegations in the foregoing
9 paragraphs as if the same were set forth herein.

10 42. On information and belief, LEGO is the owner by assignment of U.S.
11 Trademark Registration No. 2,273,314.

12 43. In prosecuting the trademark in front of the Trademark Office,
13 LEGO's predecessor, Kirkbi, only claimed trademark rights as they pertained to
14 the *packaging* of products, not to the products themselves. LEGO therefore cannot
15 enforce any trademark rights against MEGA Brands' products themselves.

16 44. The packaging of MEGA Brands' products does not infringe any valid
17 trademark owned by LEGO. That packaging does not contain the allegedly
18 infringing three dimensional "cylindrical surface feature."

19 45. MEGA Brands is entitled to a declaration pursuant to the federal
20 Declaratory Judgment Act, 28 U.S.C. § 2201, that its products do not infringe
21 LEGO's Trademark Registration No. 2,273,314, because that Registration applies
22 only to packaging and MEGA Brands' packaging does not infringe any trademark
23 rights claimed by the Registration. There is an actual case or controversy between
24 MEGA Brands and LEGO requiring a declaration because LEGO's assertion of its
25 trademark rights has caused Customs to warn MEGA Brands that it will detain
26 MEGA Brands' products, thus preventing MEGA Brands from distributing those
27 products to customers and causing MEGA Brands immediate and irreparable harm.

28

1 46. MEGA Brands is also entitled to a preliminary and permanent
2 injunction restraining LEGO from interfering with MEGA Brands' importation of
3 products into the United States on the grounds of the LEGO trademark and
4 ordering LEGO to consent immediately to continued importation of MEGA
5 Brands' goods.

6 THIRD CAUSE OF ACTION

7 (MONOPOLIZATION AND ATTEMPTED MONOPOLIZATION IN
8 VIOLATION OF SECTION 2 OF THE SHERMAN ACT)

9 47. MEGA Brands incorporates the allegations in the foregoing
10 paragraphs as if the same were set forth herein.

11 48. These claims arise under Section 2 of the Sherman Act, (15 U.S.C. §
12 2), and Sections 4(a) and 16 of the Clayton Act (15 U.S.C. §§ 15(a) and 26).
13 These claims seek treble damages and injunctive and other relief arising out of
14 LEGO's unlawful monopolization and attempted monopolization of the United
15 States market for construction toys.

16 49. The relevant product market is construction toys, which are also
17 commonly referred to as building sets. Construction toys are collections of
18 individual pieces with interlocking features that can be connected or taken apart in
19 a number of ways.

20 50. The relevant geographic market is the United States. LEGO and
21 MEGA Brands principally compete to sell construction toys to toy retailers across
22 the United States, including major retailers like Wal-Mart, Toys R' Us, and Target.
23 In corporate presentations, LEGO refers to the United States as a distinct market
24 for its products and a target area for future growth.

25 51. Construction toys are not reasonably interchangeable with other types
26 of toys. Major retailers would not substitute other types of toys in response to an
27 increase in the price of construction toys. Retailers' customers also would not
28

1 substitute other types of toys in response to an increase in the price of construction
2 toys.

3 52. There are substantial barriers which make new brands unlikely to
4 successfully enter the construction toy market in a timely manner. For example,
5 successful entry requires a high initial investment in specialized production and
6 tooling equipment and facilities, as well as substantial continuing investment in
7 research and development. Other barriers to entry include entrenched buyer
8 preferences and brand loyalty to LEGO, as well as limited retail shelf space
9 already dominated by LEGO.

10 53. Other established companies have tried to enter the construction toy
11 market and failed. In or around 2003, Hasbro attempted to enter the market with
12 its "Built to Rule" line of building sets. The products failed to achieve market
13 penetration and were removed from the market in or around 2005.

14 54. LEGO has monopoly power in the construction toy market, which
15 includes the power to control prices or exclude competition. According to a recent
16 consumer panel conducted by the NPD Group, LEGO recorded 85.5% of sales in
17 the construction toy market. MEGA Brands was its next largest competitor. Other
18 companies in the market include K'NEX, Hasbro, ITOYS, BRIO, and BEST-
19 LOCK.

20 55. MEGA Brands' prices for relevant products are consistently and
21 substantially lower than LEGO's prices. MEGA Brands is also a leading innovator
22 in the market. For example, MEGA Brands was the first company to market
23 buildable robots (its Blok Bots and Gyro Fighters sets were later followed by
24 LEGO's Bionicle sets) and was the first company to include buildable action
25 figures with construction toy sets (its Dragons line launched in 2002 and was
26 followed in 2005 by LEGO's Viking and Dino Attack lines). MEGA Brands was
27 also the first company to market buildable spinning tops (its Battle Strikers
28 building sets were followed by LEGO's Ninjago sets). Most recently, MEGA

1 Brands was the first to successfully merchandise the translation of video game
2 content into construction toys with its HALO products.

3 56. LEGO's specific intent to monopolize is evidenced by, along with
4 other evidence of illegal conduct, the fact that LEGO has actually excluded MEGA
5 Brands' relevant products from the United States by asserting its fraudulently
6 obtained and maintained LEGO trademark rights with Customs.

7 57. As a result of LEGO's anticompetitive conduct, a dangerous
8 probability exists that LEGO will succeed in achieving monopoly power in the
9 construction toy market.

10 58. In order to obtain the LEGO trademark at issue, LEGO withheld
11 material information from the Trademark Office, evaded Trademark Office
12 inquiries, and made false and misleading statements to suggest to the Trademark
13 Office that it was not seeking to register the cylindrical stud element. The
14 Trademark Office reasonably relied on the information provided by LEGO and its
15 predecessors in assessing the validity of the trademark. LEGO knew that the
16 trademark was fraudulently obtained and maintained because LEGO knew that it
17 could not have legitimately asserted exclusive rights in an essential functional
18 element, i.e., the cylindrical stud. Absent the fraud, the LEGO trademark would
19 not have been granted, as demonstrated by LEGO's prior unsuccessful attempt to
20 trademark its brick and the reviewing court's particular comments on the
21 functionality of the cylindrical stud element.

22 59. LEGO's assertion of the LEGO trademark rights with Customs was
23 objectively baseless given LEGO's prior unsuccessful attempts to trademark the
24 cylindrical stud. Further, no reasonable litigant could have anticipated success on
25 the merits when LEGO's repeated efforts to assert exclusive rights to the
26 cylindrical studs have failed in various actions around the world.

27 60. LEGO's actions are evidence of its subjective intent to interfere
28 directly with MEGA Brands' business relationships. LEGO's only possible

1 purpose in knowingly asserting the fraudulently obtained and maintained LEGO
2 trademark with Customs was to prevent entry of MEGA Brands' competing
3 products into the U.S. and thereby preventing the sale of those products to large
4 retail customers.

5 61. LEGO's actions already have caused harm to competition and
6 consumers by excluding MEGA Brands' high-quality, lower priced, and innovative
7 products from the market. But if LEGO's use of the invalid trademark is not
8 halted, LEGO also will have the means of virtually foreclosing all competing
9 suppliers of building sets incorporating cylindrical studs as functional elements,
10 resulting in higher prices to consumers, reduced output, and decreased innovation.

11 62. LEGO's actions have caused competitive injury to MEGA Brands by
12 excluding MEGA Brands' lower priced and innovative competing products from
13 the market. MEGA Brands has also suffered other injury to its business and
14 property by reason of LEGO's illegal monopolization and attempted
15 monopolization, including, but not limited to, the cost of the instant litigation.

16 **FOURTH CAUSE OF ACTION**

17 **(UNLAWFUL AND UNFAIR COMPETITION IN VIOLATION OF**
18 **SECTION 17200 OF THE CALIFORNIA BUSINESS AND PROFESSIONS**
19 **CODE)**

20 63. MEGA Brands incorporates the allegations in the foregoing
21 paragraphs as if the same were set forth herein.

22 64. These claims arise under Section 17200 through 17209 of the
23 California Business and Professions Code (Cal. Bus. & Prof. §§ 17200-17209).
24 These claims seek injunctive and declaratory relief arising out of LEGO's unlawful
25 and unfair competitive practices.

26 65. LEGO's acts in violation of several provisions of law, including its
27 monopolization and attempted monopolization of the relevant market under
28 Section 2 of the Sherman Act, constitute unlawful business acts or practices.

1 66. LEGO also has engaged in unfair business acts or practices. LEGO's
2 effort to exclude MEGA Brands' products from the market by asserting the
3 fraudulently obtained and maintained LEGO trademark, at the very least, threatens
4 an incipient violation of federal antitrust laws and violates the policy and spirit of
5 those laws. LEGO's conduct also significantly threatens or harms competition in
6 that the enforcement of the LEGO trademark by Customs could foreclose
7 importation of virtually all competing relevant products. LEGO's acts and
8 practices as described herein are entirely and substantially injurious to competition
9 and consumers, and they convey no benefit that outweighs those injuries.

10 **FIFTH CAUSE OF ACTION**
11 **(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**
12 **ADVANTAGE)**

13 67. MEGA Brands incorporates the allegations in the foregoing
14 paragraphs as if the same were set forth herein.

15 68. MEGA Brands has entered into economic relationships with various
16 of its retail customers, whereby those customers have placed orders for MEGA
17 Brands' products and wish to market those products to customers in the United
18 States. These relationships offer a probable economic benefit to MEGA Brands.

19 69. LEGO is aware of the existence of MEGA Brands' relationships with
20 its retail customers, and is aware that MEGA Brands seeks to deliver the goods
21 threatened with detention to those retail customers.

22 70. LEGO engaged in wrongful conduct designed to interfere with these
23 relationships, by seeking to enforce invalid trademark rights with the intent of
24 stopping MEGA Brands from selling its products to customers.

25 71. LEGO's actions have, in fact, damaged the relationship between
26 MEGA Brands and its customers, by interfering with MEGA Brands' ability to
27 fulfill purchase orders placed by those customers.
28

1 72. MEGA Brands has been harmed by LEGO's intentional interference
2 with MEGA Brands' business relationships with its customers.

3 73. LEGO's actions have also damaged MEGA Brands' relationship with
4 its licensors by damaging MEGA Brands' reputation for respecting intellectual
5 property rights, which will harm MEGA Brands' ability to maintain licenses to
6 intellectual property and acquire additional licenses in the future.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, MEGA Brands respectfully requests that the Court enter
9 judgment for MEGA Brands and against LEGO, and:

- 10 a. Declare that MEGA Brands' products do not infringe any of
11 LEGO's valid trademarks recorded with Customs;
12 b. Declare that LEGO's U.S. Trademark Registration No.
13 2273314 is invalid;
14 c. Enter a preliminary and permanent injunction restraining LEGO
15 from interfering with MEGA Brands' importation of its
16 products into the United States and from representing to
17 Customs that MEGA Brands' products infringe the LEGO
18 trademark;
19 d. Enter a preliminary and permanent injunction requiring LEGO
20 to consent immediately to continued importation of MEGA
21 Brands' goods;
22 e. Declare that LEGO's conduct alleged herein constitutes a
23 violation of Section 2 of the Sherman Act, (15 U.S.C. § 2);
24 f. Declare that LEGO's conduct alleged herein constitutes a
25 violation of Section 17200 through 17209 of the California
26 Business and Professions Code (Cal. Bus. & Prof. §§ 17200-
27 17209);
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- g. Declare that LEGO's conduct alleged herein constitutes intentional interference with MEGA Brands' prospective economic advantage;
- h. Enter a preliminary and permanent injunction restraining LEGO from acting in violation of the Sherman Act and the California Business and Professions code and from intentionally interfering with MEGA Brands' prospective economic advantage;
- i. Award MEGA Brands treble damages sustained by MEGA Brands as a result of LEGO's conduct in violation of the Sherman Act;
- j. Award MEGA Brands compensatory damages sustained by MEGA Brands as a result of LEGO's conduct alleged herein;
- k. Award MEGA Brands its attorney's fees and costs associated with this litigation; and
- l. Grant MEGA Brands such other and further relief as the Court deems just and proper.

Respectfully submitted,

AXINN VELTROP HARKRIDER LLP
Francis H. Morrison III

DAVIDSON LAW GROUP
Ben M. Davidson

Dated: January 13, 2012

By: *Ben Davidson*

Ben M. Davidson

Attorneys for Plaintiffs
MEGA BRANDS, INC. and MEGA
BRANDS AMERICA, INC.

1 **JURY DEMAND**

2 Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs Mega Brands, Inc. and Mega
3 Brands America, Inc. demand a trial by jury of all issues raised by this Complaint
4 that are triable by jury.

5
6 Respectfully submitted,

7 AXINN VELTROP HARKRIDER LLP
8 Francis H. Morrison III

9 DAVIDSON LAW GROUP
10 Ben M. Davidson

11
12
13 Dated: January 13, 2012

By:

_____

14 Ben M. Davidson

15 Attorneys for Plaintiffs
16 MEGA BRANDS, INC. and MEGA
17 BRANDS AMERICA, INC.

Int. Cl.: 28

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

Reg. No. 2,273,314

United States Patent and Trademark Office

Registered Aug. 31, 1999

**TRADEMARK
PRINCIPAL REGISTER**



KIRKBI AG (SWITZERLAND CORPORATION)
NEUHOFSTRASSE 21
CH-6340
BAAR, SWITZERLAND

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

FIRST USE 0-0-1961; IN COMMERCE
0-0-1961.

THE MARK CONSISTS OF A CYLINDRICAL
SURFACE FEATURE AND IS NOT THE CON-
FIGURATION OF ENTIRE PRODUCT OR
PACKAGING.

SEC. 2(F).

SER. NO. 75-281,464, FILED 4-25-1997.

SALLY SHIN, EXAMINING ATTORNEY

UNITED STATES PATENT AND TRADEMARK OFFICE
APPLICATION FOR REGISTRATION OF A TRADEMARK

MARK: Miscellaneous Design
CLASS: 28
APPLICANT: Kirkbi AG
ADDRESS: Neuhofstrasse 21
CH-6340
Baar, Switzerland
ENTITY: Aktiengesellschaft (corporation)
organized and existing under the laws of
Switzerland
OUR REF: LEGO 97/

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

The above identified applicant has adopted and is using the mark shown in the accompanying drawing for the following goods:

toy vehicles; toy figures and
construction toys

and requests that said mark be registered in the United States Patent and Trademark Office in the Principal Register established by the Act of July 5, 1946 under Section ^{2(d)} ~~1(a)~~.

The mark was first used for the goods by a predecessor of applicant at least as early as 1961; was first used for the goods by a predecessor of applicant in commerce, which may lawfully be regulated by Congress, between Denmark and the United States at least as early as 1961; and is now in use in interstate commerce by a related company of applicant located in the U.S.

The mark is used on packaging for the goods and by other means, and three specimens showing the mark as actually used are presented herewith.

Per A

105
A

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Fross Zelnick Lehrman & Zissu, P.C., 633 Third Avenue, New York, New York 10017 (Telephone 212-953-9090) are hereby designated applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

ADDRESS FOR CORRESPONDENCE

Applicant requests that all correspondence in connection with this application be directed to its attorneys, the law firm of Fross Zelnick Lehrman & Zissu, P.C., 633 Third Avenue, New York, New York 10017 (Telephone 212-953-9090), Attention: David Ehrlich.

DECLARATION

The undersigned declares that he/she is an officer (or equivalent) of the applicant having the title indicated below and is authorized to execute this Declaration on behalf of the applicant; that he/she believes the applicant to be the owner of the mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use said mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, whether in the identical form or in such near resemblance thereto as may be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of his/her own knowledge are true and that all statements on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of this application or any registration resulting therefrom.

Dated: CH-6340 Baar, 8 April, 1997

Kirkbi AG

By:  

Name: Sven S. Bach Ulrich Mayes
Title: General Manager Controller

15-05b C:\WP\DOCS\DMB\LEGO.lm

NO. 2474 P. 3

MAY 26 1996 4:40PM FZLZ

Applicant: Kirkbi AG
Applicant's Address: Neuhofstrasse 21
CH-6340
Baar, Switzerland
Date of First Use: at least as early as 1961
Date of First Use in
Commerce: at least as early as 1961
Goods: Toy vehicles; toy figures and
construction toys (Class 28)

Attorney: David Ehrlich
Address: Fross Zelnick Lehrman & Zissu, P.C.
633 Third Avenue
New York, New York 10017
(212) 953-9090

**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

SERIAL NO. 75/281464 Kirkbi AG		APPLICANT		PAPER NO.
MARK MISCELLANEOUS DESIGN				ADDRESS: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513
ADDRESS DAVID EHRLICH FROSS ZELNICK LEHRMAN & ZISSU PC 633 3RD AVE NEW YORK NY 10017		ACTION NO.	If no fees are enclosed, the address should include the word "Box Responses - No Fee."	
		MAILING DATE DEC 22 1997	Please provide in all correspondence:	
		REF. NO. LEGO. 97. 0376	1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this Office action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code.	
FORM PTO - 1525 (5-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE		

A PROPER RESPONSE TO THIS OFFICE ACTION MUST BE RECEIVED WITHIN 6 MONTHS FROM THE DATE OF THIS ACTION IN ORDER TO AVOID ABANDONMENT. For your convenience and to ensure proper handling of your response, a label has been enclosed. Please attach it to the upper right corner of your response. If the label is not enclosed, print or type the Trademark Law Office No., Serial No., and Mark in the upper right corner of your response.

RE: Serial Number: 75/281464

The assigned examining attorney has reviewed the referenced application and determined the following:

FUNCTIONALITY-PACKAGING-REFUSAL

The examining attorney refuses registration on the Principal Register because the proposed mark appears to be a functional design for the packaging for the identified goods. Trademark Act Sections 1, 2 and 45, 15 U.S.C. Sections 1051, 1052 and 1127. That is, the proposed mark consists of a design feature of the packaging for the goods which serves a utilitarian purpose. *In re Witco Corp.*, 14 USPQ2d 1557 (TTAB 1990); *In re Peters*, 6 USPQ2d 1390 (TTAB 1988); *In re Swift & Co.*, 217 USPQ 85 (TTAB 1982), *recon. denied*, 217 USPQ 87 (TTAB 1982); TMEP sections 1202.03(a) *et seq* and 1202.03(f)(ii).

In the present instance, the proposed mark appears to be functional for the packaging of the goods. The configuration which is comprising of a rounded circle appears to be designed to fit particularly, the packaging of construction toys. Since construction toys often come in different geometric shapes including circular, a rounded circled packaging would serve a functional purpose. Accordingly, the registration is refused.

FUNCTIONALITY-INFORMATION REQUEST

The applicant should provide the following information to permit the examining attorney to reach an informed final determination concerning the proposed mark. The applicant should indicate whether the proposed mark is the subject of either a design or utility patent. If so, the applicant should provide all information concerning the patent. The applicant should indicate whether alternative designs are available for the feature embodied in the proposed mark. The applicant should indicate whether the alternative designs are equally efficient and whether alternatives are more costly to produce. The applicant must also provide information concerning designs used by competitors.

The applicant should also provide any available advertising, promotional or explanatory material concerning the goods, particularly any material specifically related to the feature embodied in the proposed mark. The applicant may also furnish any other evidence the applicant considers relevant to the registrability of the proposed mark. *In re Teledyne Industries, Inc.*, 696 F.2d 968, 217 USPQ 9 (Fed. Cir. 1982); 37 C.F.R. Section 2.61(b); TMEP section 1202.03(a)(iii).

Prior Pending Application

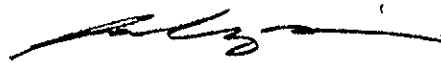
Although the examining attorney has searched the Office records and has found no similar *registered* mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d), the examining attorney encloses information regarding pending Application Serial No. 74-584355. 37 C.F.R. Section 2.83.

There may be a likelihood of confusion between the applicant's design mark and the design mark in the above noted application under Section 2(d) of the Act. The filing date of the referenced application precedes the applicant's filing date. If the earlier-filed application matures into a registration, the examining attorney may refuse registration under Section 2(d).

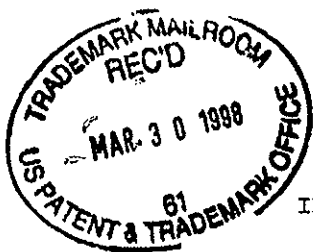
If the applicant believes that there is no potential conflict between this application and the earlier-filed application, the applicant may present arguments relevant to the issue in a request to remove the application from suspension. The election to file or not to file such a request at this time in no way limits the applicant's right to address this issue at a later point.

RESPONSE

While the statutory response is six months from the mailing date of this Office Action, a prompt response will expedite prosecution of this application.



Sally Shih
Examining Attorney
Law Office 106
(703) 308-9106 ext.227



Lo/106

2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of	:	
	:	
Kirkbi AG	:	Sally Shih
Serial No.: 75/281464	:	Trademark Attorney
	:	Law Office 106
Filed: April 25, 1997	:	
	:	
Mark: Miscellaneous Design	:	
	:	
Our Ref: LEGO TA-97/03765	:	

RESPONSE TO OFFICE ACTION DATED DECEMBER 22, 1997

Assistant Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, Virginia 22202-3513
 Attn: BOX RESPONSE - NO FEE

1998 APR -3 P 3:12
 RECEIVED
 T.M.E.O.
 LAW OFFICE 106

This is in response to the Office Action dated December 22, 1997.

Regarding the tentative blocking citation, on page 2 of the Office action, of the prior pending application SN 74/584355, that application is now owned by the applicant. The title change document is recorded at Reel 1640 Frame 0589. Accordingly, that blocking citation should be withdrawn.

Regarding the functionality packaging refusal and information request, it is respectfully suggested that the objection may be based on a slight mis-understanding as to the nature of the specimen. The specimen is a lid for a bucket-shaped container in which the goods are sold. The cylindrical surface features on the lid in the specimen have no functional purpose whatsoever. The toys in the bucket do not extend over

the rim of the bucket and do not fill up the cylindrical space inside the cylinders on the bucket lid (the specimen). The cylinders do not hold cylindrical products in place or serve any utilitarian purpose at all. Their sole purpose on the lid is to identify the source of the products and to function as a design trademark. Attached is a photograph of an entire bucket package, so that you can better understand how the specimen fits on top of the package. The cross-section of the package, like the cross-section of the lid, is essentially rectangular with rounded corners.

We wish to make absolutely clear that we are not claiming rights in a cylinder as an overall configuration of a package. Of course, cylindrical packages are very commonplace and easy to manufacture and might be considered functional. The mark is not a design of a cylindrical package.

Indeed, the addition of cylinders to a lid of a bucket-type package makes the lid anti-functional, rather than functional. If the lid on the package were a plain flat lid, it would be easier and less expensive to manufacture. Thus, the specimen lid is an example of a classical anti-functional use of a design trademark, rather than a functional use.

Regarding the functionality information request, the mark is not the subject of a design patent or a utility patent. An endless number of alternative designs is available for the goods and for packaging of the goods.

The form information paragraph on page 2 also refers to information concerning designs used by competitors. However, in view of the fact that the packaging design shown in the specimen is entirely non-utilitarian, there is no point in having evidence or an extended discussion about the different kinds of packaging that are used by competitors.

If necessary, in order to clarify the nature of the mark, we would be pleased to place a description of the mark into the record, for publication in the Official Gazette, to make it clear that the mark consists of a cylindrical surface feature, and is not the configuration of the entire product or package.

Accordingly, since all objections have now been answered, it is respectfully requested that the application be passed to publication.

Dated: New York, New York
March 30, 1998

Express Mail mailing label No. EM08818966U9
Date of Deposit March 30, 1998
I hereby certify that this paper or fee is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

DAVID EHRLICH
(Printed name of person mailing paper or fee)

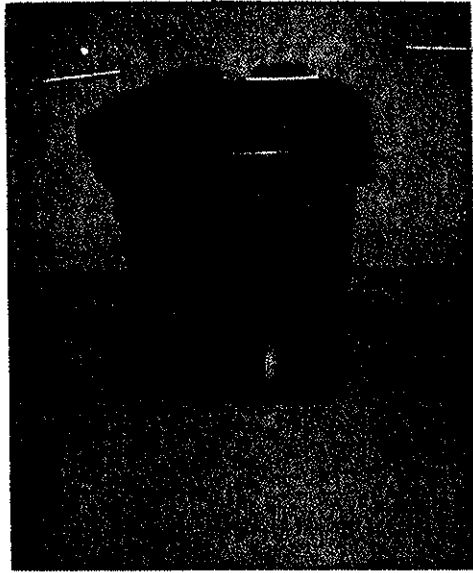
(Signature)

Respectfully submitted,

FROSS ZELNICK LEHRMAN & ZISSU,
P.C.

By: 

David Ehrlich
Attorneys for Applicant
633 Third Avenue
New York, New York 10017
(212) 953-9090



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

SERIAL NO. 75/281464 Kirkbi AG		APPLICANT		PAPER NO. 3A
MARK MISCELLANEOUS DESIGN				ADDRESS: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513
ADDRESS DAVID EHRLICH GROSS ZELNICK LEHRMAN & ZISSU PC 533 3RD AVE NEW YORK NY 10017		ACTION NO. 02	If no fees are enclosed, the address should include the words "Box Responses - No Fee."	
		MAILING DATE 05/21/98	Please provide in all correspondence:	
		REF. NO.	1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code.	
FORM PTO-1525 (5-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE		

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
Sally Shih	David Erlich	212-953-9090
<input checked="" type="checkbox"/> TELEPHONE CALL	INTERVIEW DATE	<input checked="" type="checkbox"/> ATTORNEY
<input type="checkbox"/> PERSONAL INTERVIEW	May 21, 1998	<input type="checkbox"/> APPLICANT

CALL RECORD/NOTES

OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.
RE: Serial Number 75/281464

In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. No response is necessary unless there is an objection to the amendment.

This letter responds to the applicant's communication filed on March 30, 1998. The applicant (1) argued against the refusal to register the mark under Functionality, (2) argued against the potential Section 2(d) refusal.

Please note that (1) and (2) have been accepted. The Functionality Refusal has been withdrawn and the potential Section 2(d) refusal has been withdrawn.

The following statements have been entered into the record:

DESCRIPTION OF THE MARK

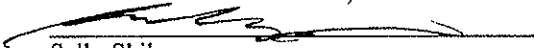
~~The mark consists of a cylindrical surface feature and is not the configuration of the entire packaging.~~

SUBB1
DM

PRINT

ASSIGNMENT

Please also note that the Section 2(d) refusal has been withdrawn due to the assignment. Application serial # 74-84355 has been assigned to the applicant. Please see attached assignment documentation.



Sally Shih
Examining Attorney
Law Office 106
(703)308-9106 ext. 227

106

12-02-1998
U.S. Patent & TMO/TM Mail Rcpt Dt. #34

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of: Kirkbi AG
Serial No: 75/281464
Filed: April 25, 1997
Mark: Miscellaneous Design
Our Ref: LEGO TA-97/03765

Sally Shih
Examining Attorney
Law Office 106

98 DEC 15 PM 1:43
T.M.E.O.
LAW OFFICE 106
5B

RESPONSE TO OFFICE ACTION DATED JUNE 5, 1998

This is in response to the Office action dated June 5, 1998.

AMENDMENT

TF Please amend the application to Section 2(f), and make of record the attached declaration in support of the claim of acquired distinctiveness.

Please amend the description of the mark (stated in the May 21, 1998 Examiner's amendment) by substituting, at the end, the phrase "entire product or packaging" instead of "entire packaging", so that the whole description of the mark will be:

B¹ DM The mark consists of a cylindrical surface feature and is not the configuration of the entire product or packaging. J print

REMARKS

[29] print The only objection is the refusal based on non-distinctiveness. In response, the applicant has now submitted overwhelming evidence of acquired distinctiveness, including recent U.S. sales in excess of \$1 billion, recent U.S. advertising in excess of

\$50 million, and two surveys showing high levels of consumer recognition of the studs as a source-indicator, among other evidence.

Since the only remaining objection has now been answered, it is respectfully requested that the application be passed to publication.

Dated: New York, New York
December 2, 1998

"Express Mail" mailing label No. EL137891303US

Date of Deposit December 2, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

DAVID E. HRLICH

(Printed name of person mailing paper or fee)

David Ehrlich

(Signature)

Respectfully submitted,

FROSS ZELNICK LEHRMAN &
ZISSU, P.C.

By: David Ehrlich

David Ehrlich
Attorneys for Applicant
633 Third Avenue
New York, New York 10017
(212) 953-9090

Int. Cl.: 28

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

Reg. No. 2,273,314

United States Patent and Trademark Office

Registered Aug. 31, 1999

**TRADEMARK
PRINCIPAL REGISTER**



KIRKBI AG (SWITZERLAND CORPORATION)
NEUHOFSTRASSE 21
CH-6340
BAAR, SWITZERLAND

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

FIRST USE 0-0-1961; IN COMMERCE
0-0-1961.

THE MARK CONSISTS OF A CYLINDRICAL
SURFACE FEATURE AND IS NOT THE CON-
FIGURATION OF ENTIRE PRODUCT OR
PACKAGING.

SEC. 2(F).

SER. NO. 75-281,464, FILED 4-25-1997.

SALLY SHIN, EXAMINING ATTORNEY



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

May 7, 1999

NOTICE OF PUBLICATION UNDER 12(a)

1. Serial No.:
75/281,464
2. Mark:
Miscellaneous Design
3. International Class(es):
28
4. Publication Date:
Jun 8, 1999
5. Applicant:
Kirkbi AG

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained at \$38.00 each for domestic orders, or at \$47.50 each for foreign orders from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: (202)512-1800

By direction of the Commissioner.

FROSS ZELNICK LEHRMAN & ZISSU, P.C.

RONALD J. LEHRMAN
DAVID WEILD III
STEPHEN BIGGER
MICHAEL I. DAVIS
ROGER L. ZISSU
MARIE V. DRISCOLL
RICHARD Z. LEHV
DAVID W. EHRLICH
SUSAN UPTON DOUGLASS
JANET L. HOFFMAN
PETER J. SILVERMAN
LAWRENCE ELI APOLZON
BARBARA A. SOLOMON
LISA PEARSON
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NADINE H. JACOBSON
ANDREW N. FROEBECK
GEORGES NAMITCHEVANSKY
CRAIG S. MENDE
PATRICK T. PERKINS
J. ALLISON STRICKLAND
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866 UNITED NATIONS PLAZA
AT FIRST AVENUE & 48TH STREET
NEW YORK, N.Y. 10017

TELEPHONE: (212) 813-5900
FACSIMILE: (212) 813-5901
E-MAIL: fziz@frosszelnick.com

FEB 01 2005

JAMES D. SILBERSTEIN
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VEJAY G. LALLA
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CHARLOTTA MEDER
HELISSA A. ANTONECCHIA
NANCY E. SABARRA
LAURA POPP-ROSENBERG
CARA A. BOYLE
IRENE SEGAL AYERS*
JOHN M. GALLACHER

*ADMITTED IN OH. ONLY

Commissioner for Trademarks
P.O. Box 1451,
Alexandria, VA 22313-1451

Re: Kirkbi AG
Section 8 & 15 Declaration due on U.S. Trademark
Reg. No. 2,273,314 for **Miscellaneous Design** in Class 28
(Our Ref: LEGO USA TA-97/03765 DE)

Docket No.
LEGO-9703765

Dear Sirs:

I attach the following in respect of the above registration:

1. Section 8 & 15 Declaration
2. One (1) specimen of the mark

Please charge the \$300.00 Section 8 & 15 Declaration Official Filing fee to our deposit Account No. 23-0825-0576900.

We look forward to receiving confirmation that the Declaration has been accepted.

Respectfully submitted,


David Ehrlich

DE/dms
Enclosures

I:\DSullivan\LEGO\050201-9703765-LEGO-cvrlt PTO sec8&15 Misc Design RN 2273314.doc



02-04-2006

U.S. Patent & TMO/™ Mail RptDt. #72

1. FEB. 2005 11:00

INTERLEGO AG +41 41 7854423

NR. 6564 S. 2/7

**SECTION 8 & 15 DECLARATION
AND APPOINTMENT OF
DOMESTIC REPRESENTATIVE**


MARK : Miscellaneous Design
REG. NO. : 2,273,314
REG. DATE : August 31, 1999
CLASS : 28

OUR REF : LEGO-97/03765

Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3514

The undersigned declares that: Kirkbi AG, a corporation organized and existing under the laws of Switzerland, located at Neuhofstrasse 21, CH-6340, Baar, Switzerland, is the owner of the above-identified registration as shown by the records of the United States Patent and Trademark Office; and that the mark shown therein has been in continuous use in commerce for five consecutive years after the date of registration, and is still in use in commerce on or in connection with all of the goods recited in the registration, as evidenced by the attached specimen showing such use; that there has been no final decision adverse to owner's claim of ownership of said mark for such goods or to owner's right to register the same or maintain the same on the Register; and that there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

<small>Certificate of First Class Mailing</small>	
<small>I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3514 on:</small>	
<u>February 1, 2005</u> <small>(Date of deposit)</small>	<u></u> <small>(Signature)</small>
<u>Diana Sullivan</u> <small>(Printed name of person mailing paper or fee)</small>	<u>February 1, 2005</u> <small>(Date of Signature)</small>

1. FEB. 2005 11:01 INTERLEGO AG +41 41 7854423

NR. 6564 S. 3/7

The firm Fross Zelnick Lehrman & Zissu, P.C., 866 United Nations Plaza, New York, New York 10017, is hereby designated owner's representative upon whom notices or process in proceedings affecting the mark may be served.

ADDRESS FOR CORRESPONDENCE

The owner requests that all correspondence in connection with this declaration be directed to the law firm of Fross Zelnick Lehrman & Zissu, P.C., 866 United Nations Plaza, New York, New York 10017, (212) 813-5900; Attn: David Ehrlich.

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document, declares that he/she is authorized to execute this document on behalf of the owner; that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

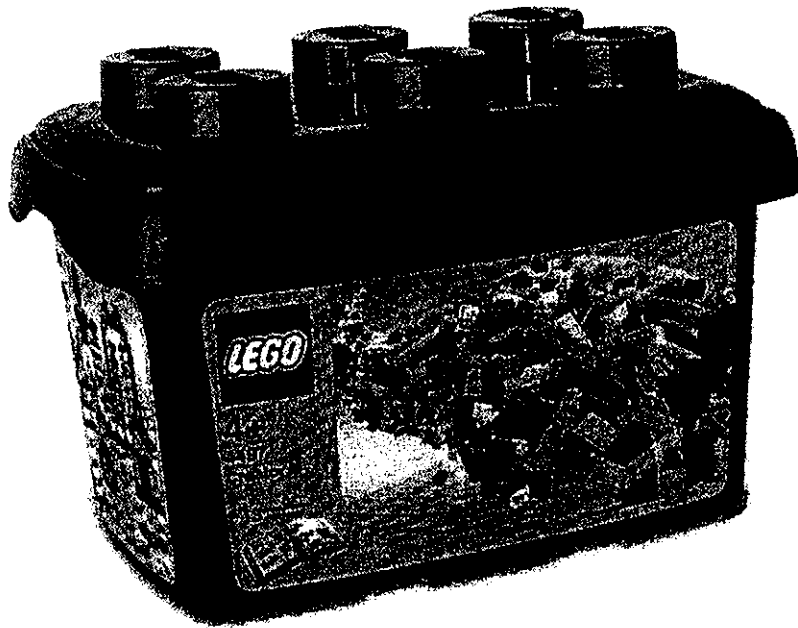
KIRKBI AG

By: 

Name: Ulrich Moyes Katrine Dallgaard
Controller Administration Manager

Title (if applicable): _____

Date of Signature: 1 February 2005



Specimen

Reg. No. 2,273,314

**Combined Declaration of Use in Commerce & Application for Renewal of
Registration of a Mark under Sections 8 & 9**

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 2273314
REGISTRATION DATE: 08/31/1999

MARK: Design only

The owner, LEGO JURIS A/S, having an address of
KOLDINGVEJ 2
DK-7190 BILLUND,
DK

is filing a Combined Declaration of Use in Commerce & Application for Renewal of Registration of a
Mark under Sections 8 & 9.

For International Class 028, the mark is in use in commerce on or in connection with **all** goods or services
listed in the existing registration for this specific class; or, the owner is making the listed excusable nonuse
claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with
any item in this class, consisting of a(n) photo of mark on goods.
Specimen File1

The registrant hereby appoints DAVID EHRlich of FROSS ZELNICK LEHRMAN & ZISSU, P.C.
866 UNITED NATIONS PLAZA
NEW YORK, New York 10017
United States

to file this Combined Declaration of Use in Commerce & Application for Renewal of Registration of a
Mark under Sections 8 & 9 on behalf of the registrant. The attorney docket/reference number is LEGO
9703765.

The registrant hereby appoints Fross Zelnick Lehrman & Zissu, P.C., having an address of
866 United Nations Plaza
New York, New York 10017
United States

as registrant's representative upon whom notice or process in the proceedings affecting the mark may be
served.

A fee payment in the amount of \$500 will be submitted with the form, representing payment for 1
class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 631381729-170747545 . Renewal signed form for Misc. One Stud Design F0457960 .PDF

Converted PDF file(s) (2 pages)

Signature File1

Signature File2

Signatory's Name: Peter Kjaer

Signatory's Position: Deputy General Counsel

Signatory's Name: Anne-Mette Lehm Laursen

Signatory's Position: Corporate Counsel

Mailing Address (current):

FROSS ZELNICK LEHRMAN & ZISSU PC
866 UNITED NATIONS PLAZA
NEW YORK, New York 10017

Mailing Address (proposed):

FROSS ZELNICK LEHRMAN & ZISSU, P.C.
866 UNITED NATIONS PLAZA
NEW YORK, New York 10017

Serial Number: 75281464

Internet Transmission Date: Mon May 18 17:09:18 EDT 2009

TEAS Stamp: USPTO/S08N09-63.138.172.9-20090518170918

458005-2273314-440341acc606dc449cccb5f9f

3bd0fedd29-DA-3419-20090518170747545599



SEARCH

11/20/2009

Shop

United States

English

0 items in n



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You are here: Home > Pick A Brick



Simply add your individual bricks to your Pick A Brick Bag. Once you have chosen your individual minifigures click 'Go to Shopping Cart' to continue your LEGO online shopping trip and complete

Brick Search

Category
Select Category

Color Family
Select Color

View All Bricks

Advanced Search

Brick Name

Element ID

Design ID

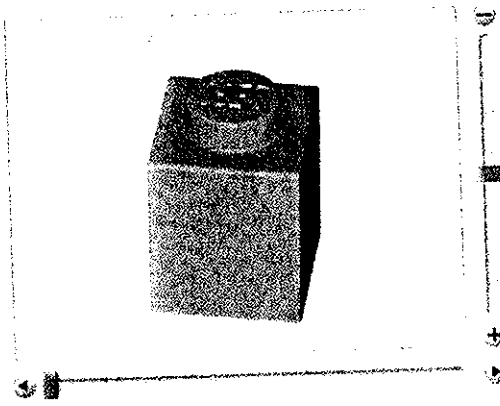
Exact Color
Select Color

Search Help

WARNING: Choking Hazard
Small parts. Not for children under 3 years.

Details

Brick 1X1



Color Family: Green
Exact Color: Dark green
Category: Bricks

Element ID: 300528
Design ID: 3005
Price: 0.07 USD

BACK

Add to Bag

All bricks in same color

Same brick in all colors

Brick Bag

See your Bag content

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
COMBINED DECLARATION OF USE IN COMMERCE/
APPLICATION FOR RENEWAL OF REGISTRATION UNDER §§ 8 AND 9

MARK: Miscellaneous design
REG. NO.: 2273314
REG. DATE: August 31, 1999
CLASS: 28
OWNER: LEGO Juris A/S
ENTITY: a Denmark corporation
ADDRESS: Koldingvej 2
Billund, DK-7190
Denmark
OUR REF: LEGJ 9703765

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

The above identified owner is using the mark in commerce on or in connection with all goods listed in the existing registration as evidenced by the attached specimen showing the mark as currently used in commerce.

The owner requests that the registration be renewed for the goods identified above.

1999-11-11 Certificate of First Class Mailing	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451 on:	
_____	_____
(Date of Deposit)	(Signature)
_____	_____
(Printed name of person mailing paper or file)	(Date of Signature)

ADDRESS FOR CORRESPONDENCE

The owner requests that all correspondence in connection with this declaration be directed to the law firm of Fross Zelnick Lehrman & Zissu, P.C., 866 United Nations Plaza, New York, New York 10017, (212) 813-5900; Attn: David Ehrlich.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm Fross Zelnick Lehrman & Zissu, P.C. is hereby designated owner's representative upon whom notices or process in proceedings affecting the mark may be served.

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

LEGO Juris A/S

By:  _____

Name: Peter Klær Anne-Mette Lehm Laurson
Deputy General Counsel Corporate Counsel

Title: _____

Date of Signature: 11 May 2009

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

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

SACV12- 64 JVS (ANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

Name & Address:

Ben M. Davidson (State Bar No. 181464)
Heather H. Fan (State Bar No. 215201)
DAVIDSON LAW GROUP
11377 West Olympic Boulevard
Los Angeles, California 90064

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

MEGA BRANDS INC., a foreign corporation, and MEGA BRANDS AMERICA INC., a New Jersey corporation
PLAINTIFF(S)

CASE NUMBER

SACV12 - 0064 JVS (ANx)

LEGO JURIS A/S a foreign corporation, and Lego Group a foreign corporation
DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Ben M. Davidson, whose address is Davidson Law Group, 11377 West Olympic Boulevard, Los Angeles, California 90064. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

JAN 13 2012

Dated: _____

DODJIE LAGMAN

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

ORIGINAL

Name & Address:

Ben M. Davidson (State Bar No. 181464)
Heather H. Fan (State Bar No. 215201)
DAVIDSON LAW GROUP
11377 West Olympic Boulevard
Los Angeles, California 90064

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEGA BRANDS INC., a foreign corporation, and MEGA BRANDS AMERICA INC., a New Jersey corporation
PLAINTIFF(S)

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Clerk, U.S. District Court

JAN 13 2012

Dated: _____

By: DODJIE LAGMAN
Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> MEGA BRANDS INC. and MEGA BRANDS AMERICA, INC.	DEFENDANTS LEGO JURIS A/S and LEGO GROUP
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Ben Davidson, Davidson Law Group, 11377 West Olympic Blvd, Los Angeles, CA 90064, (310) 473-2300	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify): _____
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No
 MONEY DEMANDED IN COMPLAINT: \$ according to proof _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

The statute arises under 15 USC § 2 and 15 USC §§ 15(a) and 26, based on Defendants attempted monopolization of the US market through an invalid trademark

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION: <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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SACV12 - 0064 JVS (ANx)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
MEGA Brands America, Inc. resides in Orange County	MEGA Brands Inc. resides in Canada

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	LEGO Group and LEGO Juris A/S reside in Denmark

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Each claim arose through actions and representations in Orange County.	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Don Davidson Date 1/13/2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))