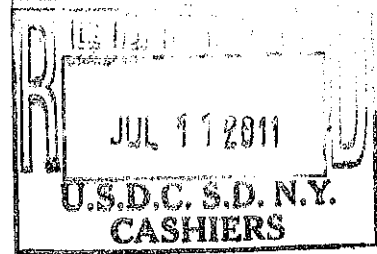


JUDGE PAULEY

11 CIV 4773

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
Rovio Mobile Oy :
:
Plaintiff :
:
v. :
:
Ideal Toys Direct Inc. dba Ideal Toys :
and Henry Fischer :
:
Defendants :
:
-----X

COMPLAINT
Civ Action No.

JURY TRIAL REQUESTED

Plaintiff, Rovio Mobile Oy, a limited liability company incorporated in Finland, by and through its undersigned counsel, alleges as follows:

NATURE OF THE ACTION

1. This action arises under the Copyright Laws of the United States, 17 U.S.C. § 101 et seq.; for false designation of origin and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); and for related common law claims. Plaintiff seeks injunctive relief, an accounting, compensatory damages, trebling of the accounting and/or compensatory damages, punitive damages, attorney's fees and costs.

JURISDICTION AND VENUE

1. This Court has Federal subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§1331 and 1338(a) and (b), in that the case arises out of claims for copyright infringement under 17 U.S.C. §501(a); and this Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a) and 1338 (a) - (b).

2. Venue is proper, *inter alia*, pursuant to 28 U.S.C. §1391 because, on information and belief, a substantial part of the events or omissions giving rise to the claim occurred in this judicial district, and has caused damages to Plaintiff in this district.

3. Personal jurisdiction exists over Defendants because on information and belief, Defendants conduct business in New York and in this judicial district, and avail themselves of the privileges and protections of the laws of the State of New York, such that this Court's assertion of jurisdiction over Defendants do not offend traditional notions of fair play and due process.

THE PARTIES

1. Plaintiff Rovio Mobile Oy, is a limited liability company organized under Finnish law, having a principal place of business at Annankatu 31-33 C 37, Helsinki Finland 00100 ("Rovio" or "Plaintiff").

2. Defendant Ideal Toys Direct Inc., is a Washington corporation, having a place of business at 15530 Woodinville Redmond Rd NE, Woodinville, WA 98072-6930 ("Ideal").

3. Plaintiff is informed and believes that Defendant Henry Fischer ("Fischer"), is now and at the time of the filing of this Complaint and at all intervening times,

an individual conducting business at 15530 Woodinville Redmond Rd NE, Woodinville, WA 98072-6930. "Ideal" and "Fischer" are collectively referred to as "Defendants."

4. On information and belief, since its creation until the present and at all times relevant to this Complaint, Defendant Ideal was under the de facto and sole control and served as the alter egos of Defendant Fischer, who is a chairman, president, and an officer, director, or board member of this entity.

5. On information and belief, Defendants Ideal and Fischer, inclusive, and each of them, were the agents, servants and employees of every other Defendant and the acts of each Defendant, as alleged herein, were performed within the course and scope of that agency, service, or employment. Defendant Ideal and Defendant Fischer enriched themselves by fraudulent and illegal conduct as alleged herein, while Plaintiff suffered enormous financial injury.

6. Adherence to the fiction of the separate existence of Defendant Ideal as an entity distinct from Defendant Fischer would permit an abuse of corporate privilege and would permit an injustice in that Defendant Fischer would succeed in avoiding legally incurred liabilities while maintaining the benefits of the corporate status.

7. Plaintiff is informed and believes that since the time of its creation, now, and all times relevant to this Complaint, there was such a unity of interest and ownership between Defendant Ideal and its equitable owner Defendant Fischer, that separate personalities of the corporations and the shareholders did not and do not in reality exist.

8. Plaintiff informed and believes that adherence to the fiction of the separate existence of Defendant Ideal as an entity distinct from Defendant Fischer and all of them, would permit an abuse of corporate privilege and would permit an injustice in that they

would succeed in avoiding legally incurred liabilities while maintaining the benefits of the corporations.

GENERAL ALLEGATIONS

Plaintiff Rovio and its Well-Known Angry Birds Game and Licensed Products

9. Angry Birds is a puzzle video game developed by Finland-based Rovio. The game was first released for Apple's iOS in December 2009.

10. In the game, players use a slingshot to launch birds at pigs stationed on or within various structures, with the intent of destroying all the pigs on the playfield. As players advance through the game, new birds appear, some with special abilities that can be activated by the player. Rovio has supported Angry Birds with numerous free updates that add additional game content, and the company has even released stand-alone holiday and promotional versions of the game.

11. By June 2011, Angry Birds had a combined 250 million downloads across all platforms and including both regular and special editions, the game has been called “one of the most mainstream games out right now”, “one of the great runaway hits of 2010, and “the largest mobile app success the world has seen so far”.

12. Players log more than 1 million hours of game time each day on the iOS version of the game and 40 million monthly active users. In November 2010, digitaltrends.com stated that “with 36 million downloads, Angry Birds is one of the most mainstream games out right now”. MSNBC's video game news blog has written that “[n]o other game app comes close” to having such a following. The Christian Science Monitor has remarked, “Angry Birds has been one of the great runaway hits of 2010”. In December 2010, in honor of the one-year anniversary of the release of Angry Birds, Rovio Mobile announced that the game had been

downloaded 50 million times, with more than 12 million on iOS devices and 10 million on Android.

13. In February 2010, Angry Birds was a nominee for the "Best Casual Game" award at the 6th annual International Mobile Gaming Awards in Barcelona, Spain. In September 2010, IGN named Angry Birds as the fourth best iPhone game of all time. In April 2011, Angry Birds won both the "Best Game App" and "App of the Year" at the UK Appy Awards. At the 15th edition of the Webby Awards, Angry Birds was awarded "Best Game for Handheld Devices".

14. Angry Birds' popularity led to versions of Angry Birds being created for personal computers and gaming consoles, a market for merchandise featuring its characters and even Fischer-term plans for a feature film or television series.

15. Rovio has an extensive world-wide licensing program for merchandise featuring its characters. The most popular items have been t-shirts, plush toys and cellphone accessories ("Products").

16. While Rovio has gained significant common law trademark and other rights in its trademarks and Products through its use, advertising and promotion, Rovio has also protected its valuable rights by filing for and obtaining federal trademark and copyright registrations.

17. Rovio is the owner of the U.S. Trademark Registration No. 3,976,576 for ANGRY BIRDS for a wide variety of goods in Classes 9, 16, 28 and 41 ("Mark"). A copy of the registration for the Mark accompanies this Complaint as **Exhibit A**.

18. Rovio also owns copyrights in and related to the Products. Rovio's copyrights protect the various proprietary characters originated in the game and extended

through its line of Products. The line is updated from time to time to add new designs and products.

19. Rovio owns several United States Copyright Registrations relating to its products. For example, Rovio owns the following relevant certificates of registrations: VA1776996, VA1776992, and VA1777195 as well as numerous common law copyrights. (cumulatively hereinafter referred as "Copyright Work") (collectively attached hereto as **Exhibit B**).

20. As a result of Rovio's efforts, the quality of Rovio's Products, promotions, and word of mouth buzz, have made its Mark and Products prominently placed in the minds of the public. Members of the public have become familiar with Rovio's Mark and Products, and have come to recognize the Mark and Products and associate them exclusively with Rovio. Rovio has acquired a valuable reputation and goodwill among the public as a result of such association. Indeed, the Mark and Products are famous in the United States, among other countries.

21. Since Summer, 2010, Rovio granted Commonwealth Toy & Novelty Co., Inc. ("Commonwealth"), a U.S. license (and elsewhere), to market, manufacture, distribute and sell Angry Birds plush, key chains, balls, PVC figures, bean bags, Christmas stockings, seasonal Summer goods, banners and flags, lanyards, magnets, plush hats, snow globes, and drinkware.

22. Commonwealth is a leader in the plush toy industry and one of the oldest and most prominent companies of its kind. Commonwealth has a dedicated internal sales force covering several tiers of the plush market. With offices located in New York, Holland and Hong Kong, Commonwealth is able to utilize a global web of resources enabling the design and manufacturing of toys in a competitive market price.

23. Currently, Commonwealth's most popular products overall are round plush Angry Birds. The round plush Angry Birds are sold in various sizes and styles. Some products include sound. ("Angry Birds Plush Line") The current Angry Birds Plush Line is shown in **Exhibit C** hereto.

24. In the United States, Commonwealth sells the Angry Birds Plush Line to such well-known retailers as Toys R Us, Kmart, Walmart, Shopko, Hallmark, Build A Bear, Pamida, Walgreens, CVS, Justice, Claires, Hot Topic, Transworld, and Spencer Gifts, among others. Commonwealth also sell to over one thousand (1,000) other independent retailers in the United States. The Angry Bird Plush Line is also being sold (given away as prizes) in amusement parks such as Universal Studios, Knotts Berry Farm, Cedar Point, Dorney Park, Hershey Park, Six Flags, Sea World, Lego Land.

25. Since late 2010, Commonwealth has sold nearly six million (6,000,000) units of the Angry Birds Plush Line, a majority in the United States.

Defendants' Wrongful and Infringing Conduct

26. Particularly in light of the success of Plaintiff and Plaintiff's games and Products as well as the reputation they have gained, Plaintiff and its Products have become targets for unscrupulous individuals and entities who wish to take a free ride on both the goodwill, reputation and fame Plaintiff has built up in their Products and Marks, and the works embodied in Plaintiff's Copyright Works.

27. A large number of these individuals and entities deal in infringing products and services, including products related to Plaintiff's Mark and Copyright Works. Their actions vary and include manufacturing, copying, exporting, importing, advertising, promoting, selling, and distributing infringing and otherwise unauthorized products.

28. Plaintiff investigates and enforces against such activity and through such efforts learned of Defendants Ideal and Fischer's advertising, marketing, sale and offer for sale of infringing products, nearly identical to Rovio's Copyright Works.

29. Plaintiff has seen Defendants' infringing products marketed and available for sale (or to win as a prize) in various U.S. outlets. Upon information and belief, the products have been offered for sale and sold within the state of New York, including this judicial district. A true and correct copy of photographs of the infringing products and a promotional sheet offering the product for sale are attached hereto as **Exhibit D**.

30. A comparison of the items confirms that the items Defendants sold and offered for sale are in fact infringing on Rovio's Copyright Works.

31. By these sales — and, on information and belief, their other dealing in infringing product (including importing, advertising, displaying, distributing, selling and/or offering to sell infringing product) — Defendants violated Plaintiff's exclusive rights in its Copyright Works, and uses images and designs that are substantially similar to, identical to, and/or constitute infringement of Plaintiff's intellectual property to confuse consumers and aid in the promotion and sales of its unauthorized product. Defendants' conduct and use began after Rovio's adoption and use of its Copyright Works.

32. Indeed, Defendants have knowledge of Rovio's ownership of the Copyright Works, and of the fame in such, prior to the actions alleged herein, and adopted them in bad faith. Neither Plaintiff nor any authorized agents have consented to Defendants' use of Rovio's intellectual property.

33. Rovio has never authorized Defendants to manufacture, copy, sell, or distribute any products incorporating the Copyrighted Work.

34. In committing these acts, Defendants have, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed Rovio's Copyright Works; committed false association and passing off and unfair competition; and unfairly profited from such activities. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

FIRST CAUSE OF ACTION

(Federal Copyright Infringement)

[17 U.S.C. §501(a)]

35. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

36. Plaintiff is the exclusive owner of copyrights in and related to its Products and related products and possesses copyright registrations with the United States Copyright Office relating to the Copyright Works.

37. Defendants have actual notice of Plaintiff's exclusive copyright rights in the designs.

38. Defendants did not seek and failed to obtain Plaintiff's consent or authorization to utilize, manufacture, reproduce, copy, display, prepare derivative works, distribute, sell, transfer, rent, perform, and/or market Plaintiff's copyright-protected Products.

39. Without permission, Defendants intentionally and knowingly reproduced, copied, displayed, and/or manufactured Plaintiff's protected works by offering, advertising, promoting, retailing, selling, and distributing related products which are at a minimum substantially similar to Plaintiff's Copyright Works.

40. Defendants' acts as alleged herein, constitute infringement of Plaintiffs' Copyright Works, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such protected material.

41. Defendants knowing and intentional copyright infringement as alleged herein has caused and will continue to cause substantial and irreparable harm to Plaintiff and has and will continue to cause damage to Plaintiff. Plaintiff is therefore entitled to injunctive relief, damages, Defendants' profits, increased damages, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

(False Designation of Origin, Passing Off & Unfair Competition)

[15 U.S.C. §1125(a)/Lanham Act §43(a)]

42. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

43. Plaintiff has standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act §43(a) (15 U.S.C. §1125).

44. Defendants have without authorization, on or in connection with its goods and services have made false designations of origin which are likely to cause confusion or cause mistake or to deceive as to the affiliation, connection or association of Defendants products with Plaintiffs, and/or as to the origin, sponsorship or approval of Defendants' goods or services or commercial activities.

45. Defendants' conduct described above violates the Lanham Act, and Defendants have unfairly competed with and injured and, unless immediately restrained, will

continue to injure Plaintiffs, causing damage to Plaintiffs in an amount to be determined at trial, and will cause irreparable injury to Plaintiffs' goodwill and reputation.

46. On information and belief, the conduct of Defendants has been knowing, deliberate, willful, intended to cause confusion, or to cause mistake or to deceive and in blatant disregard of Plaintiffs' rights.

47. Defendants knew or by the exercise of reasonable care should have known that their adoption and commencement of use in commerce and continuing use of plush bird designs that are confusingly similar to and constitute a reproduction of Plaintiffs' Copyrighted Works would cause confusion, mistake, or deception among purchasers, users and the public.

48. Defendants' egregious and intentional use and sale of items that are confusingly similar to and constitute a reproduction of Plaintiffs' Copyrighted Works unfairly competes with Plaintiff and is likely to cause confusion, mistake, or to deceive, mislead, betray, and defraud consumers to believe that the substandard imitations are genuine products or related products.

49. Defendants' conduct false designation of origin (passing off) and unfair competition in violation of §43(a) of the Lanham Act, 15 U.S.C. §1125(a), causing Plaintiffs to suffer substantial and irreparable injury for which it has no adequate remedy at law.

50. Defendants' wrongful conduct has permitted or will permit it to make substantial sales and profits on the strength of Plaintiffs' marketing, advertising, sales and consumer recognition. As a direct and proximate result of Defendants' wrongful conduct, as alleged herein, Plaintiffs have been and will be deprived of sales of its Products in an amount as yet unknown but to be determined at trial, and has been deprived and will be deprived of the

value of its Marks as commercial assets in an amount as yet unknown but to be determined at trial. Plaintiff seeks an accounting of Defendants' profits, and requests that the Court grant Plaintiffs three times that amount in the Court's discretion.

51. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages, and other remedies as provided by the Lanham Act, including Defendants' profits, treble damages, reasonable attorneys' fees, costs and prejudgment interest.

THIRD CAUSE OF ACTION

(Violation of Deceptive Trade Practices Act - Gen. Bus. Law § 349)

52. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

53. Defendants aforementioned conduct is false, misleading and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce and is misleading the public and injuring the good will and reputation of Plaintiff in violation of N.Y. Gen, Bus. Law §§ 349.

FOURTH CAUSE OF ACTION

(False Advertising - N.Y. Gen. Bus. Law § 350)

54. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

55. By reason of the foregoing acts, Defendants have engaged in and are continuing to engage in acts which are misleading the public and injuring the good will and reputation of Plaintiff in violation of N.Y. Gen. Bus. Law § 350.

FIFTH CAUSE OF ACTION

(Unfair Competition)

[New York Common Law]

56. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

57. By marketing, advertising, promoting, selling and/or otherwise dealing in the infringing products, Defendants have engaged in unfair competition including unlawful, unfair and fraudulent business practices in violation of the common law of the State of New York.

58. Defendants' marketing, advertising, promoting, selling and/or otherwise dealing in infringing products is in violation and derogation of Plaintiff's rights and is likely to cause confusion, mistake and deception among consumers and the public as to the source, origin, sponsorship, or quality of the goods of Defendants, thereby causing loss, damage and injury to Plaintiff and to the purchasing public. Defendants' conduct was intended to cause such loss, damage and injury.

59. Defendants knew or by the exercise of reasonable care should have known that their marketing, advertising, promoting, selling and/or otherwise dealing in and their continuing marketing, advertising, promoting, selling and/or otherwise dealing in the

infringing products would cause confusion mistake or deception among purchasers, users and the public.

60. By marketing, advertising, promoting, selling and/or otherwise dealing in and their continuing marketing, advertising, promoting, selling and/or otherwise dealing in infringing products, Defendants intended to and did induce and intends to and will induce customers to purchase its products by trading off the extensive goodwill built up by Plaintiff.

61. Upon information and belief, the conduct of Defendants have been knowing, deliberate, willful, intended to cause confusion, or to cause mistake or to deceive, and in disregard of Plaintiff's rights.

62. Defendants' wrongful conduct, as alleged above, has permitted and will permit them to make substantial sales and profits on the strength of Plaintiff's nationwide marketing, advertising, sales and consumer recognition. As a direct and proximate result of Defendants' wrongful conduct, as alleged herein, Plaintiff has been and will be deprived of substantial sales of its products in an amount as yet unknown but to be determined at trial, and has been and will be deprived of the value of its trademarks as commercial assets, in an amount as yet unknown but to be determined at trial. Plaintiff seeks an order granting Defendants' profits stemming from its infringing activity, and its actual and/or compensatory damages.

63. Plaintiff has no adequate remedy at law for Defendants' continuing violation of its rights set forth above. Plaintiff seeks preliminary and permanent injunctive relief.

64. Plaintiff seeks exemplary or punitive damages for Defendants' intentional misconduct.

SIXTH CAUSE OF ACTION

(Unjust Enrichment)

65. Plaintiff repeats and re-alleges every allegation set forth in Paragraphs 1-34.

66. By virtue of the egregious and illegal acts of Defendants as described above, Defendant has been unjustly enriched in an amount to proven at trial.

67. Defendants' retention of monies gained through its deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendant and would be contrary to the interests of justice.

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

- A. For an award of Defendants' profits and Plaintiff's damages in an amount to be proven at trial for copyright infringement under 17 U.S.C. §501(a);
- B. In the alternative to actual damages and Defendants' profits pursuant to 17 U.S.C. §504(b), for statutory damages pursuant to 17 USC §504(c), which election Plaintiff will make prior to the rendering of final judgment;
- C. For an award of Defendants' profits and Plaintiffs' damages in an amount to be proven at trial for false designation of origin and unfair competition under 15 U.S.C. §1125(a);
- D. For restitution in an amount to be proven at trial for unfair, fraudulent and illegal business practices.
- E. For damages to be proven at trial for common law unfair competition;

- F. For an injunction by this Court prohibiting Defendants from engaging or continuing to engage in the unlawful, unfair, or fraudulent business acts or practices described herein, including the advertising and/or dealing in any infringing product; the unauthorized use of any copyright or other intellectual property right of Plaintiff; acts of copyright infringement; unfair competition; and any other act in derogation of Plaintiff's rights;
- G. For an order from the Court requiring that Defendants provide complete accountings and for equitable relief, including that Defendants disgorge and return or pay their ill-gotten gains obtained from the illegal transactions entered into and or pay restitution, including the amount of monies that should have been paid if Defendants' complied with their legal obligations, or as equity requires;
- H. For an order from the Court that an asset freeze or constructive trust be imposed over all monies and profits in Defendants' possession which rightfully belong to Plaintiff;
- I. For destruction of the infringing articles in Defendants' possession under 17 USC §503;
- J. For damages in an amount to be proven at trial for unjust enrichment.
- K. For an award of exemplary or punitive damages in an amount to be determined by the Court;
- L. For Plaintiff's reasonable attorney's fees;
- M. For all costs of suit;
- N. For such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury in this action.

Dated:

7/11/11

EPSTEIN DRANGEL LLP

By: _____

Jason M. Drangel (JMD 7204)

Attorney for Plaintiff

60 East 42nd Street

Suite 2410

New York, NY 10165

Tel: 212-292-5390

Fax: 212-292-5391

EXHIBIT A

United States of America

United States Patent and Trademark Office

ANGRY BIRDS

Reg. No. 3,976,576

Registered June 14, 2011

Int. Cls.: 9, 16, 28 and 41

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

ROVIO MOBILE OY (FINLAND CORPORATION)
ANNANKATU 31-33C 37
FI-00100 HELSINKI
FINLAND

FOR: VIDEO GAMES FOR MOBILE DEVICES, PERSONAL COMPUTERS, CONSOLES, TABLETS; ELECTRONIC GAME PROGRAMS; DOWNLOADABLE ELECTRONIC GAME PROGRAMS; ELECTRONIC GAME SOFTWARE; COMPUTER GAME PROGRAMS; DOWNLOADABLE COMPUTER GAME PROGRAMS; INTERACTIVE GAME PROGRAMS; INTERACTIVE GAME SOFTWARE; APPARATUS FOR GAMES ADAPTED FOR USE WITH TELEVISION RECEIVERS; CINEMATOGRAPHIC APPARATUS; PROTECTIVE CARRYING CASES SPECIALLY ADAPTED FOR PHONES AND HANDHELD COMPUTERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FOR: BOOKLETS AND MANUALS REGARDING VIDEO GAMES; BOOKS IN THE FIELD OF VIDEO GAMES; CALENDARS, CHILDREN'S BOOKS, COMIC BOOKS, ADDRESS BOOKS, COLORING BOOKS AND ACTIVITY BOOKS; BOOK COVERS; BOOKMARKS; ERASERS, GIFT WRAPPING PAPER, GIFT BOXES MADE OF CARDBOARD, INVITATION CARDS, MAGAZINES REGARDING GAMES, MEMO PADS, NOTE PADS, NOTEBOOKS; PAPER NAPKINS, PAPER PARTY HATS AND PARTY DECORATIONS MADE OF PAPER, PAPERBACK BOOKS, PENCIL SHARPENERS, PENS AND CRAYONS, PICTURE STORYBOOKS, PLAYING CARDS, POSTERS, POSTCARDS, RING BINDERS, RUBBER STAMPS, SCRATCH PADS, PAPER STAPLERS, STATIONERY, STATIONERY-TYPE PORTFOLIOS AND FOLDERS, STICKER ALBUMS, STICKERS, TRADING CARDS; GENERAL PURPOSE PLASTIC BAGS; PAPER DISHES; PROTECTIVE COVERS FOR NOTEBOOKS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FOR: BOARD GAMES; ELECTRONIC GAME EQUIPMENT FOR PLAYING VIDEO GAMES, NAMELY, HAND HELD UNITS FOR PLAYING VIDEO GAMES OTHER THAN THOSE ADAPTED FOR USE WITH AN EXTERNAL DISPLAY SCREEN OR MONITOR; GAME CARDS; NON-ELECTRIC HAND-HELD SKILL GAMES, SOFT DOLLS, NOT FOR ANIMALS; PUZZLES; TOY ACTION FIGURES, NOT FOR ANIMALS; BALLOONS AND YO-YOS; PLUSH TOYS, NOT FOR ANIMALS; CHRISTMAS TREE DECORATIONS; TOY FIGURES ATTACHABLE TO PENCILS; PLUSH TOYS THAT CONNECT TO BELTS BY A HOOK; NON-ARTICULATED PVC FIGURES; AND RUBBER BALLS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FOR: PROVIDING A WEB SITE FEATURING ENTERTAINMENT INFORMATION IN THE FIELDS OF ELECTRONIC GAME PROGRAMS, ELECTRONIC GAME PRODUCTS, AND ELECTRONIC GAME PROGRAMS AND PRODUCTS; TELEVISION PROGRAMS IN THE FIELD OF ENTERTAINMENT; ORGANIZING SPORTING EVENTS, NAMELY, SWIMMING MEET, SOCCER COMPETITION, BASEBALL COMPETITION, HOCKEY COMPETITION; ENTERTAINMENT SERVICES IN THE NATURE OF CREATION, DEVELOPMENT, AND PRODUCTION OF FILMS, ANIMATION OR ANIMATED FILMS, AND TELEVISION PROGRAMS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).



David J. Kappas

Director of the United States Patent and Trademark Office

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

Reg. No. 3,976,576 OWNER OF INTERNATIONAL REGISTRATION 1034096 DATED 3-4-2010, EXPIRES 3-4-2020.

SER. NO. 79-080,883, FILED 3-4-2010.

JOHN DALIER, EXAMINING ATTORNEY

EXHIBIT B

Copyright

United States Copyright Office

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = rovio

Search Results: Displaying 2 of 8 entries



Helmet Pig, Moustache Pig & Green Pig.

Type of Work: Visual Material

Registration Number / Date: VA0001776995 / 2011-06-20

Application Title: Helmet Pig, Moustache Pig & Green Pig.

Title: Helmet Pig, Moustache Pig & Green Pig.

Description: Electronic file (eService)

Copyright Claimant: Rovio Mobile Oy. Address: Keilaranta 17, Espoo, FI-02150, Finland.

Date of Creation: 2010

Date of Publication: 2010-11-30

Nation of First Publication: Finland

Authorship on Application: Rovio Mobile Oy, employer for hire; Domicile: Finland; Citizenship: Finland.
Authorship: sculpture/3-D artwork.

Pre-existing Material: Preexisting drawing.

Basis of Claim: sculpture/3-D artwork.

Rights and Permissions: Garfield Goodrum, Esq., SAIDMAN DesignLaw Group, LLC, 8601 Georgia Ave., Ste. 603, Silver Spring, MD, 20910, United States, (301) 585-8601, garfield.goodrum@designlawgroup.com

Copyright Note: C.O. correspondence.

Names: Rovio Mobile Oy



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Copyright

United States Copyright Office

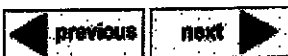
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Public Catalog

Copyright Catalog (1978 to present)

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Mighty Eagle.

Type of Work: Visual Material

Registration Number / Date: VA0001776992 / 2011-06-20

Application Title: Mighty Eagle.

Title: Mighty Eagle.

Description: Electronic file (eService)

Copyright Claimant: Rovio Mobile Oy. Address: Keilaranta 17, Espoo, FI-02150, Finland.

Date of Creation: 2011

Date of Publication: 2011-03-01

Nation of First Publication: Finland

Authorship on Application: Rovio Mobile Oy, employer for hire; Domicile: Finland; Citizenship: Finland.
Authorship: sculpture/3-D artwork.

Previous Registration: 2010, VA1769080.

Pre-existing Material: Preexisting drawing.

Basis of Claim: sculpture/3-D artwork.

Rights and Permissions: Garfield Goodrum, Esq., SAIDMAN DesignLaw Group, LLC, 8601 Georgia Ave., Ste. 603, Silver Spring, MD, 20910, United States, (301) 585-8601, garfield.goodrum@designlawgroup.com

Copyright Note: C.O. correspondence.

Names: [Rovio Mobile Oy](#)



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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = rovio

Search Results: Displaying 6 of 8 entries



Red Bird, Yellow Bird, Blue Bird, White Bird & Black Bird.

Type of Work: Visual Material

Registration Number / Date: VA0001777195 / 2011-06-21

Application Title: Red Bird, Yellow Bird, Blue Bird, White Bird & Black Bird.

Title: Red Bird, Yellow Bird, Blue Bird, White Bird & Black Bird.

Description: Electronic file (eService)

Copyright Claimant: Rovio Mobile Oy. Address: Keilaranta 17, Espoo, FI-02150, Finland.

Date of Creation: 2010

Date of Publication: 2010-10-29

Nation of First Publication: Finland

Authorship on Application: Rovio Mobile Oy, employer for hire; Domicile: Finland; Citizenship: Finland.

Authorship: sculpture/3-D artwork.

Pre-existing Material: 2-D artwork.

Basis of Claim: sculpture/3-D artwork.

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Names: Rovio Mobile Oy



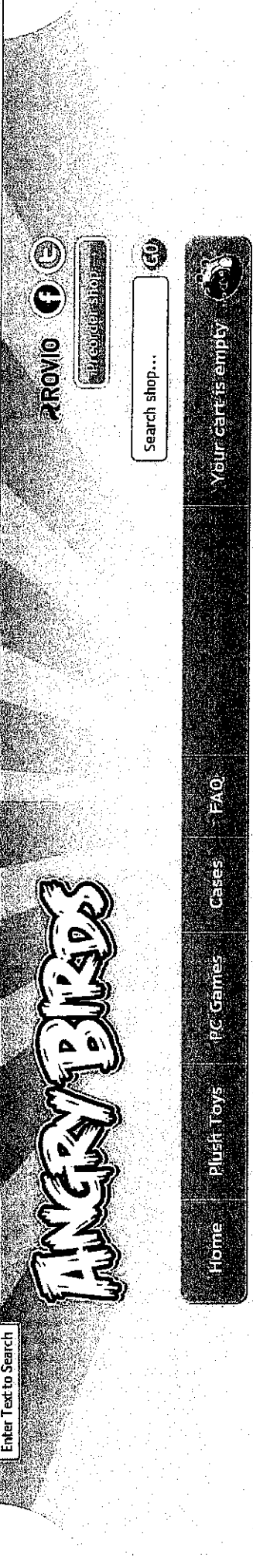
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EXHIBIT C



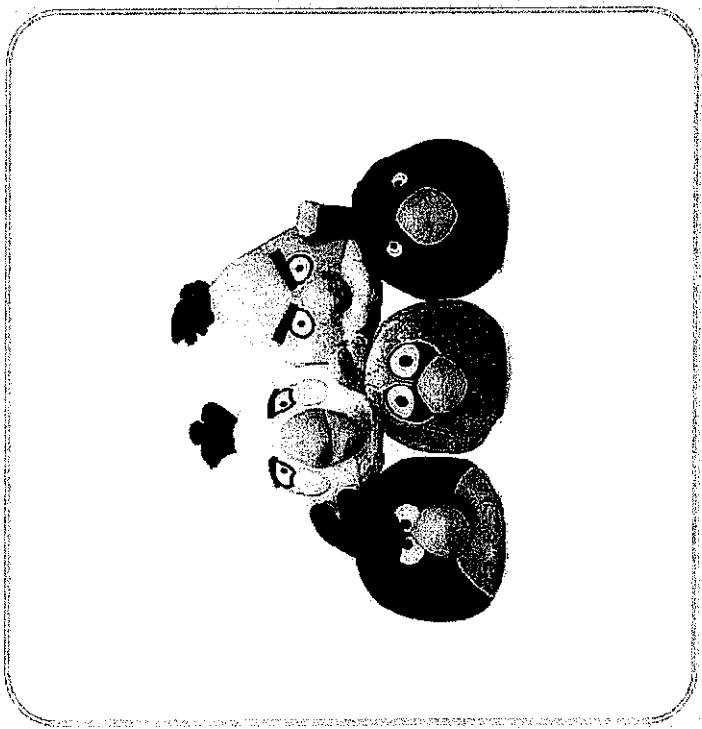
Assortment of five Bird Plush Toys

\$59.99

Want to pay in euros? Check out our [Euro Shop!](#)

This assortment includes five 5 inch / 8 inch Angry Birds Plush Toys in one pack:

- 1* Red Bird
- 1* Black Bird
- 1* Yellow Bird
- 1* Blue Bird
- 1* White Bird



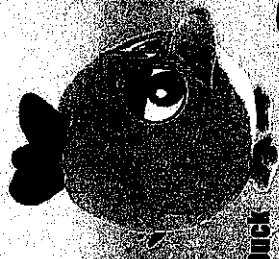
Shipping per order: \$9 to UK and US — \$7 to EU countries, Norway and Switzerland — \$25 to Canada — \$40 to other countries

EXHIBIT D

Coming
Late May...

Coming
Late May...

roly-poly birds



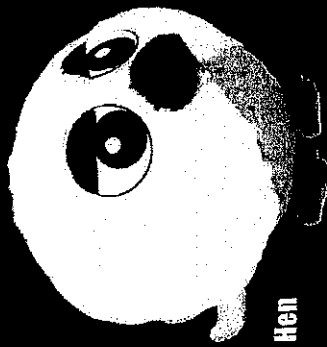
Duck



Rooster



Chick

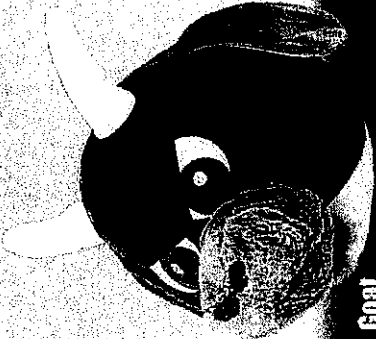


Hen

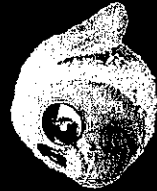
roly-poly farm animals



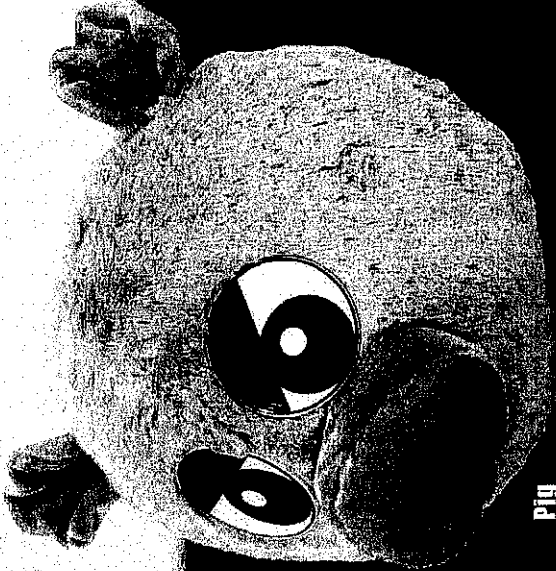
Cow



Goat



Lamb



Pig

Roly-Poly Farm Animal Assortment

Item#	Size	Case Pack	Price
73564	7.5"	42/case	4.00ea
75564	11"	12/bag	7.50ea
76564	15.5"	6/bag	14.00ea
78564	26"	2/bag	36.00ea

Roly-Poly Birds Assortment

Item#	Size	Case Pack	Price
73564	7.5"	42/case	4.00ea
76564	11"	12/bag	7.50ea
78564	15.5"	6/bag	14.00ea
78864	26"	2/bag	36.00ea

Note: Prices in US Dollars FOB warehouse (Prices subject to change without notice)

Ideal Toys Direct 1-866-415-8407



