

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FAIRLY ODD TREASURES, LLC,

Plaintiff,

Case No.: 1:20-cv-01386

v.

Judge Charles P. Kocoras

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Magistrate Judge Sidney I. Schenkier

Defendants.

FINAL JUDGMENT ORDER

This action having been commenced by FAIRLY ODD TREASURES, LLC, (“FOT”) against the defendants identified in the attached First Amended Schedule A and using the Defendant online marketplace accounts (“Defendant Internet Stores”), and FOT having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by FOT, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

FOT having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s Trademark. *See* Docket No. 13 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the POTTY PUTTER trademark, which is covered by U.S. Trademark Registration No. 5,811,316. (“POTTY PUTTER Trademark”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that FOT’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the POTTY PUTTER Trademark or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine FOT Product or not authorized by FOT to be sold in connection with the POTTY PUTTER Trademark and
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine POTTY PUTTER Product or any other product produced by FOT, that is not FOT's or not produced under the authorization, control or supervision of FOT and approved by FOT for sale under the POTTY PUTTER Trademark;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of FOT, or are sponsored by, approved by, or otherwise connected with FOT;
 - d. further infringing the POTTY PUTTER Trademark and damaging FOT's goodwill;
 - e. otherwise competing unfairly with FOT in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for FOT, nor authorized by FOT to be sold or offered for sale, and which bear any of the POTTY PUTTER Trademark or any reproductions, counterfeit copies or colorable imitations thereof; and

for willful use of counterfeit POTTY PUTTER Trademark on products sold through at least the Defendant Internet Stores.

4. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. (“Alipay”), Alibaba Group Holding Limited (“Alibaba”), and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”) shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ online marketplace accounts or Defaulting Defendants’ websites identified on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
5. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate, are hereby released to FOT as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate is ordered to release to FOT the amounts from Defaulting Defendants’ eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts within ten (10) business days of receipt of this Order.
6. Until FOT has recovered full payment of monies owed to it by any Defaulting Defendant, FOT shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate in the event that any new eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants’ online marketplace accounts or Defaulting Defendants’ websites,

- including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts;
- b. Restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, Alibaba and DHGate accounts to FOT as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
7. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Defendant Internet Stores shall disable and/or cease facilitating access to the Defendant Internet Stores, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's POTTY PUTTER Trademark.
 8. Until FOT has recovered full payment of monies owed to it by any Defaulting Defendant, FOT shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
 - a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' financial accounts to FOT as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that FOT identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, FOT may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Eric Hebert and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: 8/26/20


United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	DEFENDANTS
1	Happy Shopping
2	Men's Fashion
3	I Love Baby Store
4	
5	tininess
6	Rison Football Equipment
7	windy
8	Qansi Technology Co.,Ltd
9	
10	
11	
12	Sunny Walker
13	Forever 18 Shopping
14	
15	
16	skype
17	Tocean-Mart
18	supplier-minch
19	Fashion Apparel
20	
21	Lucky Stars
22	lilyc'shop
23	samdashu
24	yaly
25	qingdaoluokefeileishangmaoyouxiangongsi
26	Sengunza
27	zifengbaoyouxiangongsi
28	The city of freedom
29	Glass
30	Smallturbo Science and technology co.,ltd.
31	shenzhenshihaoguoguodianshangwuyouxiangongsi
32	Dream Of The Integrity Shop
33	Auspicious e-commerce
34	qingdaoyumeiyuanmaoyigongsi
35	
36	maxiongstore
37	Andux Store
38	fashionsmallshop
39	xuguangli
40	24 Hours Shopping International
41	sevenup

42	huihong (shanghai) xinxikeyijouxiangongsi
43	HabassTechnology Co., Ltd.
44	Hero Lee
45	
46	KepMov
47	Naughty Baby
48	Acent
49	Shanghai Zhenhong trading Co., Ltd
50	Allkindsofgoods
51	xiaomiao
52	E.Fashion Online Store
53	FreeAgain
54	dinghaijia
55	FashionLife_SS
56	supercal
57	Orchidtent tech
58	Crazy shopping world
59	xingyun666
60	Wenrui shoes clothing store
61	yi peng quality clothing store
62	Happy pen
63	gaona12345
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65	FOREST JACK
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67	cloris
68	Ez street
69	new fashion 1992
70	USPropheticsCosmetics
71	
72	LSunshine
73	little light
74	Up Science and technology co.,ltd
75	
76	huihuang00
77	magette livia
78	TengFei Science and technology co.,ltd
79	Coco Bourgeoisie
80	taiyangz
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83	xiao shuang zhi jia
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85	
86	NVC

87	yichenjiaju
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89	muzao
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92	sunqiyues
93	ttafashion
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95	Perfk
96	three golden fish
97	
98	huihuizhao
99	taogis stone
100	WTshoppingfun
101	
102	Dastin
103	Boulevard
104	
105	welcom 123
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108	Best price auctions
109	zhaohongyan123
110	Hot Deals R US
111	
112	Burst
113	Biggerlei
114	Firstcottonworld
115	minjuanastore
116	susuqingqing
117	duanfangqin
118	JiuXiShop
119	ShopHereSaveMore
120	SunQToys
121	Sisters Wholesale 2017
122	QunChuangStore
123	Lovetheworld1314
124	jwelectronic
125	BabyFarms
126	Liweik
127	Weetee
128	2563172934
129	
130	KPmate
131	Tingboom

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134	Romantic husband and wife
135	
136	PHYF
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138	Mteher93
139	limeibulou
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141	Happy hour toy store
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145	rose's club
146	fiuytew
147	ANXINN
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149	*bucaro_store_your_bigdeal
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151	25waterfood
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154	a99mall
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156	actionts
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158	anduxdean
159	apprecshop6
160	auchans-hk
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162	bananawinterstore
163	best_collectables
164	bigbangcn
165	boaoltd
166	callumfe_6317
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168	cayva_23
169	chawtabsu0
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174	epicesolutions
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177	funseco
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179	georgecfr
180	gf-eazy-buy
181	hamzidriss-7
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183	infiniteshopping
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185	jlgolfltd
186	kanoufistore
187	koala_outside
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189	laurelmartina
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192	nocnoc005
193	paska2016
194	price-line-shopping
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196	redmapleimports
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198	runfaster18
199	sawasdee00
200	shopbest2u
201	shoppingmadeeasy2
202	
203	smartbuy8
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205	soulspectrumshop
206	storbay3767
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210	testby001-3
211	thebestdeals2019
212	thinkprice
213	tomsellings
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215	unclehenrys
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220	yours-ours
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223	judyy
224	Vipsmall
225	Apple_sell
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228	Gift_toy
229	Hlq1027
230	Nicolan
231	Noblegirls
232	Dlglobal
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234	Fishingmen
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236	Lyboxglobal91
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238	Txlían
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240	Sixin_toy
241	Outdoor9sports
242	Wuge3
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244	Toy_888
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249	Luzhenbao528
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256	Bingfenstores
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261	Patrick ST
262	LZLAN
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265	My style My Show
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267	kindlov
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270	liyunshop
271	AlexGT
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276	New Thinkso (NTS)
277	Findmeagift (United Kingdom)
278	nxiantaix
279	Cawai
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295	ZHC-US
296	Niu-Man
297	XKBESTGO US
298	XiaMen LiangTu Trade Shop
299	H7TUGGH
300	Happy-J
301	Value★Home★Tools
302	nishuonixiang
303	A99 INTERNATIONAL
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305	TM-mall
306	LanDream
307	BS-us
308	Tommy LV
309	LiWo MaoYi
310	MZ YWMSD
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314	TT RUN
315	yidadian
316	USZhideDirect
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322	Toonol Tactical Supermarket
323	minhtuanstore
324	BRUCE STORE
325	bitubitu
326	YierM
327	HuoBi
328	TECHLINK
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331	SmileyUS
332	twbbt
333	CaiZhao
334	asxcyu
335	MMBOOMS
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338	KIMIBen
339	SAFAK
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341	Greensun
342	HappyShopping1
343	Star★Shopinc
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345	aizhixin-us
346	EnjoyStore
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348	lfggb
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350	Leadchice999
351	NTUOO
352	XinLace-US
353	502
354	Taihemingna
355	Together Shop
356	Amazon Global Store UK

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360	Heliyan
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364	Magical Rhyme Store
365	shenzhen Kawin International Trade Co., Ltd.
366	Shop515785 Store
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369	Icey's Sporting Store
370	Yezi Outdoor Store
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378	Women World's Store
379	Eroswing Skating Store
380	Kingwing Store
381	Automobiles Parts Selling Store
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383	SUPERFISH Store
384	Betiuka's store
385	
386	HAUSBAY Store
387	ROPALIA Store
388	Su Athletics Shop Store
389	
390	Outdoor Fan Zone Store
391	One World One Dream Store
392	ShenZhen Outdoor Bike Accessories Store
393	Sunnyrain Store
394	Good Outdoor Store
395	Shenzhen Chase's Stylish Fishing & Riding Store
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399	Fitness & Gymnastics Store
400	A willow Store
401	Romantic Her Store

402	Alitop Outdoor Store
403	Go Cycling & Fishing Store
404	Athletics Store
405	Fun Outdoor Store
406	Pabby Store
407	TopMusic Zone Store
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410	XiMaLaYa Outdoor Store
411	Fantasy outdoor Store
412	Gymgogo Store
413	Keep Forth Store
414	Anything is possible Store
415	Younger Climb Store
416	Passionate Life Store
417	M Outdoor Store
418	
419	BodyDream Store
420	Lunar Music Store
421	Outdoor Life Store
422	4 U Outdoor life Store
423	Topleader Outdoor Store
424	Shop3102042 Store
425	
426	Funny plee Store
427	Profession Accessories Store
428	Drop Shipping For Festive & Party Store
429	Up Or Up Store
430	Outdoor Use Store
431	Gao Duan Quality Store
432	HelloHello Store
433	Toy Block Factory Store
434	Clouds on outdoor Store
435	
436	sicha Store
437	RC Hobby Room Store
438	SHININGBB Store
439	WISON Outdoor Store
440	Yunmo Store
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442	Shop4219003 Store
443	Shop4232009 Store
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446	Skyline Toy's Store

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448	Lovemotion Store
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450	ZhiMa TOP1 Store
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453	CC toy Store
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456	HAUSBAY CT Store
457	Travel 2019 Store
458	Outdoor Road Explore Store
459	YK Outdoor Store
460	Ha Ha Ha Ha Store
461	Enter GYM world Store
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463	999 outdoor Store
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467	Outdoor Pro Store
468	Tsurumi Outdoor Store
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471	stictech inc. ,baby Store
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473	Get Moving Store
474	CJ outdoor store Store
475	Outdoor 2019 Store
476	Outdoor asdg Shop Store
477	Outdoor Drop Shipping Store
478	Ahren Outdoors Store
479	TK outdoor store Store
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481	Ciel outdoor Store
482	JK outdoor store Store
483	Furious&Adventure outdoor Store
484	Balight Outdoor Store
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486	YILALN Store
487	xiao chengzi Store
488	Multi Sporting Store
489	The 13th Store
490	Wild Explorer Store
491	WORLD Outdoor Tools Store

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493	XJ Outdoor Deportes Store
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495	OUTS An xin Store
496	Eazygo Outdoor Store
497	Eroswing Sporting Store
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499	Shop5252164 Store
500	Shop5258031 Store
501	Shop5258032 Store
502	Deportes healthy Store
503	
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505	Shop5400042 Store
506	Shop5400056 Store
507	Shop5404033 Store
508	Shop5437018 Store
509	Shenzhen Twosuccess Electronic Co., Ltd. (Plus)
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511	Shenzhen Best Sports Products Co., Ltd.
512	Shantou Starworld Toys Arts & Crafts Co., Ltd.
513	Shantou Dowellin Toys Factory
514	Eastony Industries (Ningbo) Co., Ltd.
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516	Gadget King
517	Shenzhen Rodger Sports Co., Ltd.
518	Shantou H&C Toys & Crafs Manufactory
519	Shenzhen Heywin Plastic Co., Ltd.
520	Wuxi Hongyu Daily-Use Products Co., Ltd.
521	Nantong Iron Fitness Co., Ltd.
522	Shenzhen J&C Golf Goods Co., Ltd.
523	Shantou Jinyu Trading Co., Ltd.
524	Shantou Joyin Toys Co., Ltd.
525	Shenzhen JYC Technology Ltd. (Protector Branch)
526	Shantou King One Toys Factory
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528	Shenzhen Maosen Sport Co., Ltd.
529	Ningbo Doublefly Import And Export Co., Ltd.
530	Ningbo Jiangbei Infull International Trading Co., Ltd.
531	
532	IAN WILLIAMS LIMITED
533	Shantou RunFendDa Toys Firm
534	Shenzhen Sky Contact Technology Co., Ltd.
535	Shantou South Toys Factory

536	Shenzhen Xiangke Industry Co., Ltd.
537	Two Darts Ltd
538	Shantou Timeline Trading Co., Limited
540	Shantou Toptrue Toys Trading Firm
541	Two Success Group Limited
542	Yiwu Uchome Arts And Crafts Co., Ltd.
543	Ningbo United Houseware Co., Ltd.
544	Shantou City Lianlihua Industrial&Trade Co., Ltd.
545	Zhuhai Wandollar Gifts Co., Ltd.
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547	Shantou Longhu Xuchang Toys Firm
548	Shenzhen Pataner Trade Ltd.
549	Ningbo Yeahco Trading Co., Ltd.
550	Shantou Zhiletian Toys Trading Co., Ltd.
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