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16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 MCGRAW-HILL GLOBAL
19 EDUCATION HOLDINGS, LLC,
20 PEARSON EDUCATION, INC., and
21 CENGAGE LEARNING, INC.,

22 Plaintiff,

23 v.

24 YAROSLAV STOLYARCHUK,

25 Defendant.

Case No.

COMPLAINT FOR:

1. DIRECT AND SECONDARY COPYRIGHT INFRINGEMENT
(17 U.S.C. § 101, *et seq.*)
2. TRADEMARK AND TRADEMARK COUNTERFEITING
(15 U.S.C. § 1114)

DEMAND FOR JURY TRIAL

26 Plaintiffs McGraw-Hill Global Education Holdings, LLC, Pearson Education, Inc., and
27 Cengage Learning, Inc. (“Plaintiffs”), for their Complaint against Defendant Yaroslav
28 Stolyarchuk (“Defendant”), hereby allege, on personal knowledge as to matters relating to
themselves and on information and belief as to all other matters, as follows:

NATURE OF THE CASE

1. This is a case involving extensive violations of the federal laws concerning
copyright and trademark infringement. It arises from the intentional reproduction, importation,

1 distribution, and sale of counterfeit textbooks at the expense of authors, students, publishers and
2 others.

3 2. Plaintiffs are leading educational publishers who develop, market, distribute,
4 license, and sell a comprehensive range of traditional and digital educational content and tools to
5 professionals and students of all ages. Plaintiffs' textbooks are among the most popular and
6 widely used titles in their fields.

7 3. Defendant sells and distributes counterfeit textbooks on a large-scale basis. The
8 textbooks that Defendant distributes into and within the United States marketplace are not the
9 authentic items published by Plaintiffs, but are counterfeits that infringe on Plaintiffs' copyrights
10 and trademarks.

11 4. Plaintiffs seek injunctive relief and damages to put a stop to and obtain redress
12 from Defendant's egregious infringement.

13 **JURISDICTION AND VENUE**

14
15 5. This is an action arising under the Copyright Act, 17 U.S.C. § 101, *et seq.* and § 32
16 of the Lanham Act, 15 U.S.C. § 1114.

17 6. This Court has original jurisdiction over the subject matter of this action pursuant
18 to 28 U.S.C. §§ 1331, 1338(a) and 15 U.S.C. § 1121.

19 7. Personal jurisdiction in this district is proper because Defendant resides in
20 California. Moreover, Defendant has imported counterfeit textbooks into California and
21 distributed counterfeit textbooks from, and within, California.

22 8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and 28 U.S.C. §
23 1400(a).

24 **THE PARTIES**

25
26 9. Plaintiff McGraw-Hill Global Education Holdings, LLC ("MHE") is a Delaware
27 limited liability company with its principal place of business at 2 Penn Plaza, New York, New
28 York 10020.

1 10. Plaintiff Pearson Education, Inc. (“Pearson”), is a Delaware corporation with its
2 principal place of business at 330 Hudson Street, New York, New York 10013.

3 11. Plaintiff Cengage Learning, Inc. (“Cengage”), formerly Thomson Learning Inc., is
4 a Delaware corporation with its principal place of business in Boston, Massachusetts.

5 12. Defendant Yaroslav Stolyarchuk is an individual who, on information and belief,
6 is domiciled in Sacramento, California 95835.

7
8 **PLAINTIFFS’ BUSINESSES, COPYRIGHTS, AND TRADEMARKS**

9 13. Pearson is a world-renowned publisher of educational books and multimedia
10 materials in all subject areas and grade levels, operating under numerous imprints, with a rich
11 educational and literary heritage. With well-known brands such as Pearson, Prentice Hall,
12 Pearson Longman, Pearson Scott Foresman, Pearson Addison Wesley, Pearson NCS, and many
13 others, Pearson provides quality content, assessment tools, and educational services in all
14 available media.

15 14. MHE is a world-renowned publisher of educational books and multimedia
16 materials in all subject areas and grade levels, operating and publishing under many distinguished
17 and well-known imprints, with a rich educational and literary heritage. MHE’s textbooks have
18 achieved acclaim not only in the United States, but also in many other countries around the world.

19 15. Cengage is among the world’s largest providers of tailored learning solutions. In
20 the academic marketplace, Cengage serves secondary, post-secondary, and graduate-level
21 students, teachers, and learning institutions in both traditional and remote learning environments.
22 Cengage’s products and services are sold throughout the world, through direct channels and via a
23 worldwide network of distributors.<sup>[L
SEP]</sup>

24 16. Plaintiffs’ publications include physical and digital textbooks (collectively,
25 “Textbooks”). Plaintiffs’ Textbooks are widely available in the marketplace for sale, rental, or
26 subscription, including from physical and online bookstores.

27 17. Plaintiffs are the copyright owners of, and/or the owners of the exclusive rights
28 under copyright in, inter alia, those works or derivative works consisting of the Textbooks

1 described on **Exhibit A** (hereinafter, “Plaintiffs’ Authentic Works”). Plaintiffs or their affiliates
2 have obtained registrations duly issued by the U.S. Copyright Office protecting their respective
3 copyrights in Plaintiffs’ Authentic Works, as reflected in **Exhibit A**.

4 18. Plaintiffs’ Authentic Works bear trademarks and service marks as set forth on
5 **Exhibit B** (hereinafter, “Plaintiffs’ Marks”), which Plaintiffs or their affiliates have duly
6 registered on the Principal Register of the United States Patent and Trademark Office. Plaintiffs
7 own or are the exclusive licensee of Plaintiffs’ Marks. Plaintiffs’ Marks are distinctive and
8 arbitrary and, in some cases, are now incontestable under Section 15 of the Lanham Act, 15
9 U.S.C. § 1065. All of the registrations listed on **Exhibit B** are valid, subsisting, unrevoked, and
10 not cancelled. Plaintiffs also own common law rights in these and other trademarks.

11 19. Plaintiffs invest heavily in publishing their Textbooks. Each year they incur
12 substantial costs for author royalties and other costs of content creation or licensing, copyediting
13 and proofreading, typesetting, layout, printing, binding, distribution, promotion, and for support
14 of their editorial offices.

15 20. Plaintiffs and/or their predecessors have also invested decades of effort in building
16 a reputation of quality in the publishing industry, which consumers associate with Plaintiffs and
17 their trademarks. Plaintiffs invest significant resources annually in the worldwide advertisement
18 and promotion of their goods and services under their respective marks. Plaintiffs’ Marks and the
19 goodwill of the business associated with them in the United States and throughout the world are
20 of tremendous value and have become associated in the public mind with Plaintiffs’ reputation for
21 publishing Textbooks of the very highest quality.

22 **DEFENDANT’S UNLAWFUL ACTIVITIES**

23
24 21. Beginning not later than 2016, and continuing today, Defendant has sold and
25 distributed counterfeits of Plaintiffs’ Authentic Works bearing Plaintiffs’ Marks (hereinafter, the
26 “Counterfeit Textbooks”).

27 22. Defendant, without any authorization or license from Plaintiffs, has knowingly and
28 willfully distributed the Counterfeit Textbooks and continues to do so. Plaintiffs did not print, or

1 authorize the printing of, the Counterfeit Textbooks. Plaintiffs did not ever sell, or authorize
2 others to sell, the Counterfeit Textbooks.

3 23. Defendant, without any authorization or license from Plaintiffs, has knowingly and
4 willfully used and continues to use Plaintiffs' Marks in connection with the advertisement,
5 distribution, offer for sale, and/or sale of the Counterfeit Textbooks. The Counterfeit Textbooks
6 are not genuine. Defendant purports to sell the legitimate and authorized versions published by
7 Plaintiffs, but actually distributes counterfeit versions.

8 24. Defendant's infringing activities are rampant. **Exhibit A** describes the Counterfeit
9 Textbooks that Defendant has sold and distributed and that Plaintiffs have discovered to date.
10 **Exhibit A** is representative, not comprehensive, and will be updated over the course of discovery
11 in this action. Nevertheless, even at this early stage of the proceeding, **Exhibit A** already lists
12 over thirty-five (35) separate copyrighted works infringed.

13 25. Defendant sells Counterfeit Textbooks to individual consumers and commercial
14 wholesalers via a variety of channels. Defendant operates a website at
15 www.booksliquidation.com, through which he sells textbooks and other items. In addition to his
16 website, Defendant offers for sale and sells textbooks using of a variety of seemingly anonymous
17 online seller accounts, also known as storefronts, that he created on various Internet marketplaces
18 (the "Online Storefronts"). Defendant's Online Storefronts include:

- 19 a. "Books Liquidation" on the AbeBooks marketplace;
- 20 b. "Jaros" on the Alibris marketplace;
- 21 c. "ABC Books" on the Biblio marketplace;
- 22 d. "lissbarney2" on the eBay marketplace;
- 23 e. "pau-badg" on the eBay marketplace; and
- 24 f. "usa-sales" on the Half.com marketplace.

25 26. Defendant's Online Storefronts are generally designed to appear to be a legitimate
26 web store authorized to sell Plaintiffs' Authentic Works bearing Plaintiffs' Marks. By
27 establishing the Online Storefronts, including on well-known marketplaces, Defendant hopes to
28

1 create a façade of legitimacy. Defendant falsely represents that the items he sells are authorized
2 and genuine.

3 27. Plaintiffs have managed to obtain examples of some of the Counterfeit Textbooks
4 that Defendant sold and distributed. For some of the titles in suit, Plaintiffs obtained the
5 Counterfeit Textbooks through test purchases they made from Defendant via his Online
6 Storefront. Plaintiffs have also obtained Counterfeit Textbooks from third party turnovers, in
7 situations where the third-party or its supplier purchased the Counterfeit Textbooks from
8 Defendant. The commercial wholesalers who received the books suspected them to be
9 counterfeits and surrendered them to Plaintiffs for review.

10 28. At the time that Defendant imported, distributed, offered for sale and/or sold the
11 Counterfeit Textbooks, Defendant knew or should have known that the Counterfeit Textbooks
12 were infringing. Defendant knew or should have known that his suppliers are not authorized to
13 reproduce Plaintiffs' Authentic Works or use Plaintiffs' Marks on textbooks. Defendant obtained
14 these books without any due diligence as to the integrity of the supplier, how the supplier
15 supposedly obtained the books, or the authenticity of the books. Defendant compounded the
16 problem when, upon receipt of the books, he failed to conduct an adequate review to ensure that
17 the books were not counterfeit.

18 29. By infringing Plaintiffs' copyrights and trademarks, Defendant causes Plaintiffs to
19 suffer serious financial injury. The revenue from Plaintiffs' sales and rentals of Textbooks
20 represents a substantial portion of Plaintiffs' respective annual revenues, and is therefore
21 important to their financial health. Both publishers and authors alike are deprived of income
22 when their Textbooks are unlawfully copied and sold, or when their copyrights are otherwise
23 infringed, which can have serious financial and creative repercussions for them and their work. A
24 substantial decline in revenue from sales or rentals of Plaintiffs' Textbooks could cause Plaintiffs
25 to cease publication of one or more deserving Textbooks. This would have an adverse impact on
26 the creation of new Textbooks, on scholarly endeavor, and on scientific progress, by making it
27 more difficult to publish deserving Textbooks.

1 Plaintiffs, in violation of Plaintiffs' exclusive right distribute their Authentic Works pursuant to
2 17 U.S.C. § 106(3). Accordingly, Defendant is liable for direct copyright infringement.

3 36. Defendant also knowingly engaged in, supervised, and/or controlled the
4 distribution, sale, and importation of the Counterfeit Textbooks, and had a direct financial interest
5 in, and stood to gain a direct financial benefit from his deliberately infringing activity. By
6 engaging in the illegal conduct alleged above, in addition to directly organizing and effectuating
7 such infringing activities, Defendant personally induced, caused, and materially contributed to
8 infringing conduct by others, including resellers to whom Defendant sold the Counterfeit
9 Textbooks for further distribution. Accordingly, Defendant is liable for contributory and
10 vicarious copyright infringement.

11 37. Defendant's wrongful conduct, as set forth above, was deliberate, intentional,
12 knowing, malicious, and willful.

13 38. Defendant's wrongful acts will continue unless enjoined by this Court.

14 39. Defendant's acts have caused, and will continue to cause, irreparable injury to
15 Plaintiffs. Plaintiffs have no adequate remedy at law and have been, and will continue to be,
16 damaged in an amount to be determined.

17 **SECOND CLAIM**
18 **TRADEMARK COUNTERFEITING AND INFRINGEMENT**
19 **(In Violation of 15 U.S.C. § 1114(1)(a))**

20 40. Plaintiffs re-allege and incorporate as if fully set forth herein the allegations
21 contained in paragraphs 1-39 above.

22 41. Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a), prohibits any person
23 from using in commerce, without the consent of the registrant, any registered trademark or any
24 reproduction, counterfeit, copy, or colorable imitation thereof in connection with the sale,
25 offering for sale, distribution, or advertising of goods or services on which such use is likely to
26 result in confusion, mistake, or deception.

27 42. Defendant has used in commerce spurious designations that are identical to, or
28 substantially indistinguishable from, Plaintiffs' Marks on goods for which Plaintiffs hold federal

1 trademark registrations. Defendant, without the consent or authorization of Plaintiffs, has used
2 these spurious designations in connection with the manufacturing, advertising, sale, offering for
3 sale, and/or distribution of goods for their own financial gain.

4 43. Defendant's use in commerce of a reproduction, counterfeit, copy, or colorable
5 imitation of Plaintiffs' Marks in conjunction with the Counterfeit Textbooks is likely to cause and
6 is causing confusion, mistake, and deception among the general purchasing public as to the origin
7 of the Counterfeit Textbooks, and is likely to deceive the public into believing the Counterfeit
8 Textbooks being sold by Defendant originate from, are associated with, or are otherwise
9 authorized by Plaintiffs, all to the damage and detriment of Plaintiffs' reputation, goodwill, and
10 sales.

11 44. Defendant engaged in these wrongful activities while having notice and
12 knowledge of (i) Plaintiffs' well-known and prior rights in Plaintiffs' Marks, (ii) the fact that
13 Defendant's Counterfeit Textbooks bear marks which are intentionally and confusingly similar to
14 Plaintiffs' Marks, and (iii) that such use of Plaintiffs' Marks has not been authorized or licensed
15 by Plaintiffs.

16 45. Defendant's acts as described in this Complaint constitute trademark
17 counterfeiting and/or infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. §
18 1114(a)(1).

19 46. Defendant's unlawful conduct, as set forth above, was deliberate, intentional,
20 knowing, malicious, and willful.

21 47. Defendant's wrongful acts will continue unless enjoined by this Court.

22 48. Defendant's acts have caused, and will continue to cause, irreparable injury to
23 Plaintiffs. Plaintiffs have no adequate remedy at law and have been, and will continue to be,
24 damaged in an amount to be determined.

25 **THIRD CLAIM**
26 **COMMON-LAW PASSING OFF AND UNFAIR COMPETITION**

27 49. Plaintiffs re-allege and incorporate as if fully set forth herein the allegations
28 contained in paragraphs 1-48 above.

1 50. Defendant's unauthorized use of Plaintiffs' Marks constitutes passing off and
2 unfair competition in violation of the common law of the state of California.

3 51. Plaintiffs have expended substantial time, resources and effort to develop and
4 obtain an excellent reputation and goodwill for their Marks.

5 52. Defendant has knowingly and willfully appropriated Plaintiffs' Marks in an effort
6 to create the false impression that the infringing merchandise is sanctioned by Plaintiffs and in
7 order to usurp the goodwill associated with Plaintiffs and their Marks.

8 53. Defendant's sale of Counterfeit Textbooks is likely to create consumer confusion,
9 and to mislead consumers into believing that the Counterfeit Textbooks originated with or are
10 authorized by Plaintiffs. Defendant's conduct has caused, and is likely to cause, confusion as to
11 the source of the Counterfeit Textbooks.

12 54. Plaintiffs have suffered damages as a result of Defendant's conduct in an amount
13 to be determined at trial.

14 55. Defendant's conduct has caused, and will continue to cause, irreparable harm to
15 Plaintiffs.

16 **FOURTH CLAIM**
17 **UNFAIR COMPETITION**
(In Violation of Cal. Bus. & Prof. Code §17200 *et seq.*)

18 56. Plaintiffs re-allege and incorporate as if fully set forth herein the allegations
19 contained in paragraphs 1-55 above

20 57. Defendant's acts described above constitute unfair competition in violation of
21 California Business & Professions Code § 17200 *et seq.* (the "Unfair Practices Act"). The Unfair
22 Practices Act provides that unfair competition shall mean and include "any unlawful, unfair, or
23 fraudulent act or practice."

24 58. Defendant has engaged in unlawful conduct which constitutes unfair competition.
25 This conduct includes, but is not limited to, (a) confusing and deceiving consumers by falsely
26 suggesting that the Counterfeit Textbooks are connected with, sponsored by, affiliated with, or
27 related to Plaintiffs in violation of 15 U.S.C. §§ 1114 and 1125; and (b) passing off in violation of
28 the common law of California.

1 59. Defendant's acts of unfair competition have caused and will continue to cause
2 Plaintiffs irreparable harm. Plaintiffs have no adequate remedy at law for Defendant's acts of
3 unfair competition.

4 **PRAYER FOR RELIEF**

5
6 By reason of the acts and circumstances alleged above, Plaintiffs seek relief from this
7 Court as follows:

8 A. Judgment on each of the claims set forth above, including that Defendant's
9 infringement of Plaintiffs' Authentic Works and Marks was intentional and willful.

10 B. An accounting and disgorgement of Defendant's profits, gains, and advantages
11 realized from their unlawful conduct, including a reconciliation of all purchases and sales of the
12 Counterfeit Textbooks.

13 C. Pursuant to 17 U.S.C. § 502, an order enjoining Defendant from further infringing
14 upon Plaintiffs' respective copyrights. Without limiting the foregoing, or any other relief the
15 Court may deem appropriate, Plaintiffs request that Defendant, his officers, agents, servants,
16 employees, and all persons in active concert with them, be temporarily, preliminarily, and
17 permanently enjoined from:

- 18 1) Reproducing, distributing, displaying, or importing any unauthorized copies of
19 any of Plaintiffs' copyrighted works;
- 20 2) Encouraging, assisting, or inducing anyone else to reproduce, distribute, display,
21 or import any unauthorized copies of any of Plaintiffs' copyrighted works or
22 financially benefitting from the same; and
- 23 3) Shipping, delivering, holding for sale, selling, returning, transferring, or otherwise
24 disposing of in any manner any unauthorized copies of any of Plaintiffs'
25 copyrighted works.

26 D. Pursuant to 15 U.S.C. § 1116, Cal. Bus. & Prof. Code § 17200 *et seq.*, and the
27 common law of California, an order enjoining Defendant from further counterfeiting, or
28 otherwise infringing upon, Plaintiffs' respective trademarks. Without limiting the foregoing, or

1 any other relief the Court may deem appropriate, Plaintiffs request that Defendant, his officers,
2 agents, servants, employees, and all persons in active concert with them, be temporarily,
3 preliminarily, and permanently enjoined from:

- 4 1) Using Plaintiffs' trademarks or any reproduction, counterfeit, copy, or colorable
5 imitation of Plaintiffs' trademarks in connection with the distribution, advertising,
6 offer for sale, and/or sale of merchandise that are not Plaintiffs' genuine products;
- 7 2) Passing off, inducing, or enabling others to sell or pass off any counterfeit books
8 as Plaintiffs' genuine products; and
- 9 3) Shipping, delivering, holding for sale, selling, distributing, returning, transferring,
10 or otherwise disposing of in any manner any books or other items falsely bearing
11 Plaintiffs' trademarks, or any reproduction, counterfeit, copy, or colorable
12 imitation of the same.

13 E. Pursuant to 17 U.S.C. § 503 and 15 U.S.C. § 1118, an order requiring Defendant to
14 deliver up for destruction all products, packaging, labels, literature, advertising, and other
15 material bearing imitations or reproductions, including confusingly similar variations, of
16 Plaintiffs' respective copyrights and trademarks.

17 F. Pursuant to 17 U.S.C. § 504, an order requiring Defendant to pay to Plaintiffs such
18 damages as Plaintiffs have sustained as a consequence of Defendant's unlawful acts of copyright
19 infringement as alleged above, including actual damages or statutory damages at Plaintiffs'
20 election.

21 G. Pursuant to 15 U.S.C. § 1117(a) or (b) and the common law of California, an order
22 requiring Defendant to pay to Plaintiffs up to the trebled amount of such damages as Plaintiffs
23 have sustained as a consequence of Defendant's unlawful acts of trademark counterfeiting and
24 infringement as alleged above and all profits that Defendant has derived while using counterfeits
25 or infringements of Plaintiffs' trademarks; or, in the alternative, pursuant to 15 U.S.C. § 1117(c),
26 statutory damages of up to \$2,000,000 for each trademark that Defendant has counterfeited or
27 infringed.

28

1 H. Pursuant to 17 U.S.C. § 505 and 15 U.S.C. § 1117(a), an order requiring
2 Defendant to pay Plaintiffs' attorney's fees and costs associated with this litigation.

3 I. Pre-judgment and post-judgment interest at the applicable rate.

4 J. Such other and further relief the Court deems proper.

5
6 Respectfully submitted,

7 Dated: August 17, 2017

SHADES OF GRAY LAW GROUP, P.C.
NAOMI JANE GRAY

8
9 OPPENHEIM + ZEBRAK, LLP
SCOTT ZEBRAK (*pro hac vice* pending)

10
11
12 */s/ Naomi Jane Gray*

Attorneys for Plaintiffs

13
14 **JURY TRIAL DEMAND**

15 Pursuant to Federal Rule of Civil Procedure 38, Plaintiffs hereby demand a trial by jury of
16 all issues that are so triable.

17 Respectfully submitted,

18
19 Dated: August 17, 2017

SHADES OF GRAY LAW GROUP, P.C.
NAOMI JANE GRAY

20
21 OPPENHEIM + ZEBRAK, LLP
SCOTT ZEBRAK (*pro hac vice* pending)

22
23 */s/ Naomi Jane Gray*

Attorneys for Plaintiffs

EXHIBIT A

EXHIBIT A

COPYRIGHTS INFRINGED

	PUBLISHER	ISBN	TITLE	AUTHOR	EDITION	REGISTRATION
1	CENGAGE	9781285860398	ADVANTAGE BOOK: INTRODUCTION TO BUSINESS LAW	BEATTY/SAMUELSON	5	TX 8-022-135
2	CENGAGE	9781305642355	ASSESSMENT IN SPECIAL AND INCLUSIVE EDUCATION	SALVIA	13	TX 8-283-213
3	CENGAGE	9781305670389	AT RISK YOUTH	MCWHIRTER	6	TX 7-521-080
4	CENGAGE	9781285161594	EFFECTIVE HELPING	OKUN	8	TX 7-904-759
5	CENGAGE	9781305271500	ESSENTIAL INTERVIEWING: A PROGRAMMED APPROACH TO EFFECTIVE COMMUNICATION	EVANS/HEARNS/UHLEMANN	9	TX 8-223-732
6	CENGAGE	9781305101685	ESSENTIAL RESEARCH METHODS FOR SOCIAL WORK	RUBIN/BABBIE	4	TX 8-004-492
7	CENGAGE	9781305087309	GROUP COUNSELING: STRATEGIES AND SKILLS	JACOBS, MASSON, HARVILL AND SCHIMMEL	8	TX 8-005-993
8	CENGAGE	9781305101968	PROGRAM EVALUATION	ROYSE/THYER/PADGETT	6	TX 8-030-293
9	CENGAGE	9781305077690	THOSE WHO CAN TEACH	RYAN	14	TX 8-010-075
10	CENGAGE	9781305077331	WRITING AND REPORTING THE NEWS	RICH	8	TX 8-017-088
11	MCGRAW-HILL	9781259179396	BUSINESS: A CHANGING WORLD	FERRELL, HIRT, FERRELL	10	TX 7-709-608
12	MCGRAW-HILL	9780078023842	DYNAMIC BUSINESS LAW: THE ESSENTIALS	KUBASEK, BROWNE, HERRON, DHOOGUE, BARKACS	3	TX 8-002-251
13	MCGRAW-HILL	9781259235702	ESSENTIALS OF ECONOMICS	SCHILLER, GEBHARDT	10	TX 8-278-999
14	MCGRAW-HILL	9780077862466	ESSENTIALS OF NEGOTIATION	LEWICKI	6	TX 6-413-160
15	MCGRAW-HILL	9780078112911	GLOBAL BUSINESS TODAY	HILL	9	TX 7-721-980
16	MCGRAW-HILL	9780073526249	MEDIA ETHICS: ISSUES AND CASES	PATTERSON, WILKINS	8	TX 7-726-342
17	MCGRAW-HILL	9780073523910	THE ART OF PUBLIC SPEAKING	LUCAS	12	TX 8-003-528
18	MCGRAW-HILL	9780078119064	THE ELEMENTS OF MORAL PHILOSOPHY	RACHELS	8	TX 8-003-526
19	MCGRAW-HILL	9780078026546	THE POLICE IN AMERICA: AN INTRODUCTION	WALKER, KATZ	8	TX 7-637-020
20	MCGRAW-HILL	9780078119088	THE RIGHT THING TO DO	RACHELS	7	TX 6-342-727
21	MCGRAW-HILL	9780073532196	THEORIES OF PERSONALITY	FEIST, FEIST, ROBERTS	8	TX 7-714-626
22	MCGRAW-HILL	9780078024795	WE THE PEOPLE: AN INTRODUCTION TO AMERICAN GOVERNMENT	PATTERSON	11	TX 8-002-287
23	PEARSON	9780136003809	ANATOMY OF THE SACRED	LIVINGSTON	6	TX 6-972-145
24	PEARSON	9780132659673	COLLABORATION CONSULTATION AND TEAMWORK	DETTMER	7	TX 7-563-607
25	PEARSON	9780134417110	CRIMINOLOGY TODAY	SMALLEGER	8	TX 8-253-621
26	PEARSON	9780132852159	CURRICULUM LEADERSHIP	PARKAY	10	TX 7-771-341
27	PEARSON	9780134205588	ESSENTIALS OF SOCIOLOGY	HENSLIN	12	TX 8-232-933
28	PEARSON	9780133920819	ESSENTIALS ORGANIZATIONAL BEHAVIOR	ROBBINS	13	TX 8-051-247
29	PEARSON	9780134205588	ESSENTIALS SOCIOLOGY	HENSLIN	12	TX 8-232-933
30	PEARSON	9780134061641	ETHICAL LEGAL PROFESSIONAL ISSUES COUNSELING	REMLEY	5	TX 8-122-054
31	PEARSON	9780134129945	GLOBAL MARKETING	KEEGAN	9	TX 8-270-604
32	PEARSON	9780134149530	MARKETING: AN INTRODUCTION	ARMSTRONG	13	TX 7-875-481
33	PEARSON	9780133872293	MICROECONOMICS	PARKIN	12	TX 8-088-629
34	PEARSON	9780134219929	PLANNING, IMPLEMENTING, & EVALUATING HEALTH PROMOTION PROGRAMS: A PRIMER	MCKENZIE	7	TX 6-896-083
35	PEARSON	9780133591170	PROCEDURES IN THE JUSTICE SYSTEM	ROBERSON	11	TX 8-050-102
36	PEARSON	9780133905427	SCHOOL LAW & PUBLIC SCHOOLS	ESSEX	6	TX 8-051-259
37	PEARSON	9780321898685	STYLE: LESSONS IN CLARITY AND GRACE	WILLIAMS	11	TX 7-702-858
38	PEARSON	9780133908923	UNDERSTANDING PSYCHOLOGY	MORRIS	11	TX 8-088-525
39	PEARSON	9780205028801	WRITING WITH STYLE	Trimble	5	TX 7-299-978

EXHIBIT B

EXHIBIT B

TRADEMARKS INFRINGED

PLAINTIFF	MARK	REGISTRATION NUMBER
CENGAGE LEARNING, INC.	BROOKS/COLE	3,386,242
CENGAGE LEARNING, INC.	CENGAGE	3,603,349
CENGAGE LEARNING, INC.	CENGAGE LEARNING	3,603,376
MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC	MCGRAW-HILL	2,899,528
MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC	MCGRAW-HILL EDUCATION	4,733,567
PEARSON EDUCATION, INC.	ALWAYS LEARNING	4,708,487
PEARSON EDUCATION, INC.	PEARSON	2,599,724; 2,600,081; 2,652,792; 2,679,355; 2,691,830
PEARSON EDUCATION, INC.	PRENTICE HALL	1,332,044; 1,332,639; 1375654