UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DOGE LLC, Plaintiff, v. **COCORO COMMUNITY PROJECT, INC., AND MICHAEL LERRO** Defendants.	**Case No.:** **Civil Action**

COMPLAINT

Plaintiff Doge LLC (hereinafter "Plaintiff"), by its undersigned counsel, Matkov Clark, P.C., brings this Complaint against Defendants Cocoro Community Project, Inc. (hereinafter "Cocoro") and Michael Lerro (hereinafter "Lerro") (hereinafter collectively "Defendants"), and in support thereof, alleges the following:

I. PARTIES

1. Plaintiff is, and at all times material hereto was, a Delaware limited liability company with its registered office at 3500 S. DuPont Hwy, Dover DE 19901.

2. Upon information and belief, Defendant Cocoro Community Project, Inc. is, and at all times material hereto was, a corporation duly organized and existing under the laws of Delaware, with its principal place of business at 31 Hyland Avenue, Rockaway, New Jersey 07866. Cocoro conducts operations online throughout the State of New Jersey and United States.

3. Upon information and belief, Defendant Michael Lerro, is, and at all times material hereto was, an individual residing in New Jersey, with an address of 31 Hyland Avenue, Rockaway, New Jersey 07866. Lerro individually began and took actions on behalf of Cocoro Community Project Inc. prior to the entity's formation.

II. JURISDICTION AND VENUE

4. Plaintiff hereby incorporates by reference Paragraphs 1-3 above as if set forth at length herein.

5. This is an action for infringement of Plaintiff's federally registered copyright under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq*., for unfair competition and false designation of origin under section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and for related state and common law claims. Subject matter jurisdiction exists under 28 U.S.C. §§ 1331, 1338(a) and (b).

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c), and 1400(a) in that the Defendants may be found and transact business in this District. Defendants are subject to the specific personal jurisdiction of this court because Defendants are residents of this District.

III. FACTUAL ALLEGATIONS

7. Plaintiff hereby incorporates by reference Paragraphs 1-6 above as if set forth at length herein.

8. Atsuko Sato (hereinafter "Sato"), a famous Japanese citizen, was the owner of a Shiba Inu pet dog named Kabosu, famously known as "Doge" while the dog was alive. In February 2010, Sato posted photos of Kabosu on her blog. One of these photos depicted Kabosu making a curious sidelong glance, which gained wide popularity over the next decade and garnered extensive media coverage across the United States and throughout the world. This image, as depicted below, is known publicly and hereinafter referenced as the "Doge Meme":

9. On June 11, 2021, Sato minted the image of Kabosu as a non-fungible meme coin and auctioned the meme coin for an amount equivalent to approximately $4.24 million, rendering the work one of the four highest-priced photographs ever sold worldwide.

10. Following the auction's large success and in anticipation of subsequent commercialization of her future works given the Doge Meme's fame and prior history, Sato delegated day-to-day stewardship of the Doge Meme to a community-run group branded "Own The Doge" ("OTD"). Upon successful commercialization of the Doge Meme, Sato desired to continue to commercialize her intellectual property for both the Doge Meme and any future pets given the likelihood members of the original Doge Meme community would latch onto any new animal adopted by Sato to exploit her copyrighted images for financial gain.

11. On or around January 23, 2024, Sato entered into an exclusive licensing agreement with Plaintiff relative to the Doge Meme and the registered and unregistered trademarks, trade names, copyrights, logos, branding, and designs of Sato, whether now or hereafter known, to commercialize via various products, including but not limited to, merchandise, clothing, games, plush toys, and meme coins. A true and correct copy of the Exclusive Licensing Agreement is attached as Exhibit "A" hereto. Upon Kabosu's passing in May 2024, Sato adopted another Shiba Inu dog named Neiro in July 2024 and then a third Shiba Inu dog in March 2025.

12. Given Sato's fame, the heightened popularity surrounding commercialization of her pets and the existence of numerous infringers in the industry, Sato and Plaintiff then entered into an additional exclusive licensing agreement, effective July 27, 2024, licensing all materials, including photographic images, the name, image, likeness ("NIL") and related attributes of Sato, and any registered or unregistered trademarks, trade names, copyrights, logos, branding and designs of Sato, "now or hereafter known," which would include her current pet Neiro, future pet Cocoro and the underlying trademark and copyright ("Cocoro IP"), and granting Doge LLC the ability to commercialize and create derivatives of such rights and intellectual property, including the Cocoro IP. A true and correct copy of the Exclusive Licensing Agreement is attached hereto as Exhibit "B".

13. The exclusive licensing agreement granted Plaintiff the right to stand in Sato's shoes relative to the licensed materials, including the right to register, enforce, defend, and otherwise act as Sato in any commercial or legal matters relating to the licensed materials (in this case, the Cocoro IP).

14. Via confidential, private negotiations in order to proactively curb rampant infringements of Sato's valuable intellectual property, with regard to Sato's third Shiba Inu dog Cocoro, Sato partnered with the OTD community to develop and launch a meme coin along with a suite of various other products utilizing the Cocoro IP, intentionally not disclosing the adoption of Cocoro until she had made direct arrangements with Plaintiff to protect and commercialize the Cocoro IP on behalf of the community.

15. In association with a partnership shortly thereafter announced by Sato via social media, on March 8, 2025 at 9:06am UTC, Sato and the OTD community publicly launched a

Cocoro meme coin for sale on an online exchange called Base, noting all Cocoro IP shall be commercialized and protected by Plaintiff.

16. On March 8, 2025, at 12:16pm UTC, Sato posted to her X (formerly known as Twitter) account, @kabosumama, announcing her adoption of Cocoro, a Shiba Inu pet dog, including posting two photographs of Cocoro. *See* Exhibit "C". The post stated as follows:

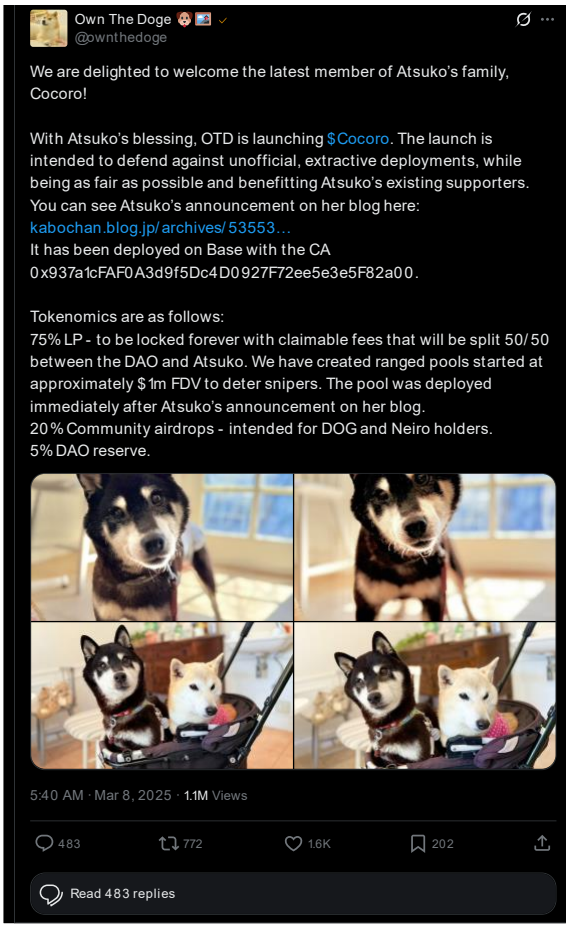
> Please allow me to introduce our new newest family member, Cocoro. The name comes from the word "kokoro" which means "heart" in Japanese. However, I will be calling her "Koko" for short and I prefer the spelling "Coco", so her full name is "Cocoro".

Two minutes later, Sato also posted via her X account on the same thread, clarifying that only OTD (through Sato's direct relationship with Plaintiff) was authorized to create an official Cocoro meme coin:

> In the past, anonymous people have used my pets' likeness to launch tokens. This time, I have given my blessing to my supportive community at Own The Doge, who I have previously worked with extensively, to create an official Cocoro token.

Subject to Plaintiff's exclusive licensing agreement with Sato, Plaintiff's role was to effectuate and manage the licensing of the Cocoro IP and actively defend against its misuse.

17. OTD made a similar announcement on X, featured below, **which received over a million views**:



18. Sato posted another general similar blog update noting her relationship with the OTD community and further establishing Plaintiff as the exclusive licensee of the Cocoro IP and related products, as shown below:

Please allow me to introduce our new newest family member, Cocoro.

The name comes from the word "kokoro" which means "heart" in Japanese.

However, I will be calling her "Koko" for short and I prefer the spelling "Coco", so her full name is "Cocoro".

She is a 10 year old rescue just like Neiro.

When Cocoro and Neiro met for the first time, they exchanged greetings and acted as if they had been close friends for years.

Usually it takes a while for Neiro to get used to other dogs, so seeing her like that was surprising.

I'm sure the two will enjoy each other's company every day at our house, alongside our three cats.

Please help us welcome the black Shiba "Cocoro." In the past, anonymous people have used my pets' likeness to launch tokens. This time, I have given my blessing to my supportive community at Own The Doge, who I have previously worked with broadly, to create an official Cocoro token. It has been deployed on Base with the contract address **0x937a1cFAF0A3d9f5Dc4D0927F72ee5e3e5F82a00** . This will ensure the token is able to properly support both myself and the charities and communities I care about. Further information on the token will be shared by OTD on twitter https://x.com/ownthedoge.

19. The design, configuration, and original expression of the above Cocoro images are copyrighted subject matter under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq*. Plaintiff is the exclusive licensee and copyright claimant with respect to said copyright in the United States.

20. Given Plaintiff's role as exclusive licensee and copyright claimant, to protect the original expression inherent in the original design of the Cocoro photographs, on Sato's behalf Plaintiff applied for, and the United States copyright office issued, U.S. Copyright Registration Number VA 2-450-166 ("Cocoro Copyright"). A true and correct copy of Plaintiff's copyright Certificate of Registration is attached hereto as Exhibit "D".

21. Plaintiff is also the owner, on behalf of Sato, of the common law trademark titled "Cocoro" as well as pending trademarks for "Cocoro", U.S. Serial Nos. 99,313,860 and 99,548,761 (hereinafter "Plaintiff's Mark"). Plaintiff has used Plaintiff's Mark continuously in United States commerce since at least March 8, 2025 in connection with its goods and services.

22. Plaintiff, on behalf of and along with Sato, has invested substantial time, money and effort to develop and maintain the considerable consumer goodwill it enjoys in its intellectual property. Products sold in connection with the Cocoro IP have a significant reputation in the meme community and are sold only through reputable exchanges or commercialized via authorized sublicensees. As a result of Plaintiff's investment in protecting and promoting its intellectual property on behalf of Sato, the Cocoro IP represents valuable commercial assets.

23. Despite Sato's explicit statements that she does not endorse any other project or entity to commercialize her valuable intellectual property rights, except for those exclusive rights granted to Plaintiff, on March 8, 2025 at 11:44am UTC, a few hours after the launch of $COCORO on Base and less than thirty minutes after Sato's public announcement (which had been confidential until the time of posting), Defendants launched their own infringing products, including a $COCORO meme coin on Ethereum as well as a website, cocoroblackshib.com, and merchandise which uses artwork featuring a copy of Sato's Shiba Inu dog Cocoro, along with the word Cocoro (the name of Sato's new pet announced earlier that day) which is the exact same word mark as Plaintiff's Mark and a derivative image of Plaintiff's copyrighted photograph, with the expressed public intention to quickly capitalize on the fame associated with Sato and her pets.

24. Defendants, acting with actual knowledge of Plaintiff's product launch, willfully and deliberately created and released a derivative image of "Cocoro" within hours of Plaintiff's announcement, using the identical name. This conduct demonstrates Defendants' intentional

infringement of Plaintiff's intellectual property and was designed to confuse, mislead, and deceive consumers into believing a false designation of origin, sponsorship, or affiliation with Plaintiff and/or Sato, as evidenced by Defendants' website and social media activity.

25. Defendants' products are offered for sale and sold online worldwide.

26. Defendants are intimately familiar with Plaintiff given Plaintiff's fame in the industry and widely known partnership with Sato. Despite the foregoing as well as actual and constructive notice of the exclusive agreement between Sato and Plaintiff, Defendants quickly created and launched infringing products for sale using the Cocoro IP in effort to capitalize on Sato's fame and widely popular pets.

27. Defendants are presently offering for sale, advertising, selling, and/or distributing products that infringe Cocoro IP via its website and various online exchanges across the United States and internationally. Representative comparison photographs of the infringing product (i.e. Defendants' meme coin) being commercialized by Defendants are depicted below:

28. Upon information and belief, no federal copyright registration exists that covers the infringing products sold by Defendants, further seeding consumer confusion, deception and/or mistake that the infringing products are authentic or endorsed by Plaintiff.

29. On or around September 12, 2025 and September 19, 2025, Defendant Lerro

fraudulently filed United States trademark applications for the Cocoro image mark, which infringes on Plaintiff's Mark and copyrighted works (U.S. Serial Nos. 99,389,128 and 99,401,818).

30. On or around September 24, 2025, Plaintiff, pursuant to 17 U.S.C. § 512, issued a compliant Digital Millenium Copyright Act ("DMCA") takedown request to Etherscan, one of the exchanges listing and displaying Defendants' infringing products for sale. In response, on or around September 24, 2025, Etherscan promptly and correctly removed the listing for Defendants' infringing product and notified Plaintiff of the same.

31. On or around October 17, 2025 and November 14, 2025, Defendants filed a DMCA Counter-Notice, which improperly alludes to trademark allegations and does not even contain a valid copyright argument. Plaintiff vehemently disputes the veracity of Defendants Counter-Notice, which dispute forms the basis for the subject matter of this complaint. In conjunction with this fraudulent Counter-Notice, Defendants have and continue to use the Cocoro IP without authorization or proper licensure, including but not limited to, on its own website located at cocoroblackshib.com, social media accounts as well as other websites, in an attempt to quickly capitalize on the fame of Sato and her animals.

32. Quite simply, Defendants saw the public announcement of Plaintiff and Sato surrounding the commercialization of Cocoro, then quickly, willfully and deliberately created and released a derivative image of "Cocoro" within hours of Plaintiff's public product announcement, using the identical name for the meme coin. This conduct demonstrates Defendants' intentional infringement of Plaintiff's intellectual property and was designed to confuse, mislead, and deceive consumers into believing a false designation of origin, sponsorship, or affiliation with Plaintiff and/or Sato.

33. Such purposefully unauthorized use by Defendants, which artwork features a

derivative image of Plaintiff's federally protected copyrighted work, in conjunction with the name "COCORO", which is identical to Plaintiff's Mark, is designed to and does lead to consumer confusion, falsely inferring a connection and direct affiliation with Sato or Plaintiff which does not exist and demonstrates a false designation of origin.

COUNT I
Copyright Infringement
(17 U.S.C. §§ 101, *et seq.*)

34. Plaintiff hereby incorporates by reference Paragraphs 1-33 above as if fully set forth herein.

35. Plaintiff is the owner of a valid federal copyright registration for the Cocoro IP, U.S. Copyright Registration No. VA 2-450-166.

36. Defendants have intentionally developed, launched, sold, and/or offered for sale unauthorized, infringing reproductions that infringe the unique expression protected by the Cocoro Copyright with the intention to capitalize on the prior fame and popularity surrounding Sato's pets, for their own financial gain.

37. Defendants, acting with actual knowledge of Plaintiff's public product launch (that was confidential until March 8, 2025) willfully and deliberately created and released a pixelated derivative image of "Cocoro" within hours of Plaintiff's announcement of Cocoro meme coin, using the identical name. This conduct demonstrates Defendants' intentional infringement of Plaintiff's intellectual property and was designed to confuse, mislead, and deceive consumers into believing a false designation of origin, sponsorship, or affiliation with Plaintiff and/or Sato, as further evidenced by Defendants' website and social media activity.

38. Plaintiff, nor Sato, has never authorized, licensed, or in any manner permitted Defendants to develop, launch sell, or offer for sale any product that bears or depicts the Cocoro

Copyright.

39. Defendants committed its acts with actual as well as constructive knowledge of Plaintiff's exclusive rights, and its actions have contributed to the infringing, copying, duplication, sale, and/or offer for sale of unauthorized copies of the Cocoro Copyright. Each act by Defendants that infringes the Cocoro Copyright is the basis for a separate claim against Defendants under the Copyright Act.

40. Defendants' acts of copyright infringement are intentional.

41. As a direct and proximate result of Defendants' infringement, Plaintiff has been irreparably damaged, is entitled to damages and Defendants' profits in an amount according to proof.

42. Defendants' acts as alleged have caused, and are causing, irreparable harm and damage to Plaintiff for which there is no adequate remedy at law and, unless enjoined, said irreparable injury will continue.

43. Because Plaintiff is without an adequate remedy at law, Plaintiff is entitled to an injunction, in accordance with 17 U.S.C. § 502, restraining Defendants, its officers, directors, agents, employees, representatives, assigns, and all persons acting in concert with Defendants from engaging in further acts of copyright infringement.

44. Upon information and belief, Defendants have obtained gains, profit, and advantages as a result of its wrongful acts.

45. Plaintiff is further entitled, at its option, to statutory damages as provided by 17 U.S.C. § 504 in lieu of actual damages and the Defendant's profits.

COUNT II
Federal Unfair Competition and False Designation of Origin
(15 U.S.C. §§ 1125(a), *et seq.*)

46. Plaintiff hereby incorporates by reference Paragraphs 1-45 above as if fully set forth herein.

47. As a result of Plaintiff's branding efforts, the public has come to identify the Doge Meme and all related intellectual property, including the Cocoro IP, with Plaintiff and its products.

48. Defendants, by misappropriating and using the Cocoro IP in connection with the development, launch, sale, and/or through the sale of unauthorized goods and services, misrepresents and falsely describes to the general public the origin and sponsorship of its products and other commercial activities. Moreover, Defendants' use of the word "Cocoro" paired with the protected image improperly suggests the product is related to Sato's dog which is designed to mislead, confuse and cause consumer confusion.

49. Defendants, acting with actual knowledge of Plaintiff's public product launch, willfully and deliberately created and released a derivative image of "Cocoro" within hours of Plaintiff's announcement of a Cocoro meme coin, using the identical name. This conduct demonstrates Defendants' intentional infringement of Plaintiff's intellectual property and was designed to confuse, mislead, and deceive consumers into believing a false designation of origin, sponsorship, or affiliation with Plaintiff and/or Sato.

50. The aforesaid acts of Defendants constitute the use of words, terms, names, symbols and devices and combinations thereof; false designations of origins; and false and misleading misrepresentations of fact that are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association with Plaintiff, or as to the origin, sponsorship or approval of Defendants' goods or other commercial activities by Plaintiff.

51. The aforesaid acts of Defendants constitute the use of words, terms, names, symbols and devices and combinations thereof; false designations of origin; and false and misleading

representations of fact that in commercial advertising or promotion, misrepresent the nature, characteristics or qualities of Defendants' goods or other commercial activities.

52. The aforesaid acts of Defendants constitute false designation of origin, false and misleading descriptions and representations and false advertising in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) and (b).

53. Plaintiff has been damaged as a direct result of Defendants' acts.

54. The aforesaid acts of Defendants have caused, and are causing, irreparable harm and damage to Plaintiff.

COUNT III
Common Law Unfair Competition

55. Plaintiff hereby incorporates by reference Paragraphs 1-54 above as if fully set forth herein.

56. Plaintiff has expended substantial time, money, and effort in partnering directly with Sato and marketing products featuring Cocoro IP and in creating demand for such products in New Jersey and across the United States. Consequently, these products have become widely known and accepted.

57. Defendants have distributed and sold unauthorized goods bearing and/or embodying Cocoro IP in New Jersey and across the United States, thereby passing them off as products authorized or distributed by Plaintiff.

58. Defendants, acting with actual knowledge of Plaintiff's public product launch, willfully and deliberately created and released a pixelated derivative image of "Cocoro" within hours of Plaintiff's announcement of Cocoro meme coin, using the identical name.

59. Defendants have knowingly and willfully appropriated Cocoro IP in an effort to create the impression that Defendants' products are sanctioned by Plaintiff and/or Sato and to

misappropriate the goodwill associated therewith.

60. Defendants' aforesaid acts are a violation and in derogation of Plaintiff's common law rights and are likely to cause confusion, mistake and deception among consumers and the public as to the source, origin, sponsorship or quality of Defendants' goods.

61. Defendants' aforesaid acts constitute unfair competition and will, unless enjoined by this Court, result in diminishing of the goodwill in Plaintiff's intellectual property to the unjust enrichment of Defendants.

62. The unauthorized products sold by Defendants are calculated and likely to deceive and mislead purchasers who buy them in the belief that they originate with or are authorized by Plaintiff.

63. Defendants know, or reasonably should know, that its conduct is likely to mislead the public.

64. Defendants committed the aforesaid acts intentionally, fraudulently, maliciously, willfully, wantonly, and oppressively with the intent to injure Plaintiff and its business.

65. Plaintiff has been damaged by Defendants' actions.

66. The aforesaid acts of Defendants have caused and continue to cause irreparable harm and damage to Plaintiff.

COUNT IV
New Jersey Statutory Deceptive Trade Practices
(N.J. Stat. § 56:4-1 *et seq.*)

67. Plaintiff hereby incorporates by reference Paragraphs 1-66 above as if fully set forth herein.

68. Defendants' conduct as alleged above constitutes the unlawful appropriation of Plaintiff's copyright, trademark, reputation, and/or goodwill.

69. By the acts described above, Defendants have engaged in unfair competition and deceptive trade practices in violation of N.J. Stat. § 56:4-1 *et seq*.

70. Defendants' acts have caused, and will continue to cause, irreparable injury to Plaintiff. Plaintiff has no adequate remedy at law and is thus damaged in an amount not yet determined.

COUNT V
Federal Trademark Infringement – Unregistered Mark
(Lanham Act § 43(a), 15 U.S.C. § 1125(a))

71. Plaintiff hereby incorporates by reference Paragraphs 1-70 above as if fully set forth herein.

72. Plaintiff is the owner, on behalf of Sato, of the common law trademark titled "Cocoro" as well as the pending trademarks for "Cocoro", U.S. Serial Nos. 99,313,860 and 99,548,761. Plaintiff has used the Plaintiff's Mark continuously in United States commerce since at least March 8, 2025 in connection with its goods and services.

73. Through longstanding history of partnership with Sato and continuous use, advertising, promotion, and commercial recognition, Plaintiff's Mark has acquired distinctiveness and secondary meaning**,** and serves to identify Plaintiff as the exclusive source of the goods and services offered under Plaintiff's Mark.

74. As a result of Plaintiff's prior and continuous use, Plaintiff possesses valid and enforceable common-law trademark rights in Plaintiff's Mark.

75. Defendants, without authorization or consent, have used and continue to use the COCORO mark which is identical to Plaintiff's Mark, in commerce in connection with the advertising, offering, sale, and distribution of its goods and services.

76. Further, Defendant Lerro fraudulently and improperly filed United States trademark applications for the image mark, COCORO, which infringes Plaintiff's Mark (U.S. Serial Nos. 99,389,128 and 99,401,818).

77. Defendants' use of Plaintiff's Mark is likely to cause consumer confusion, mistake, or deception as to the affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Defendants' goods or services, in violation of 15 U.S.C. § 1125(a)(1)(A).

78. Defendants' conduct has occurred after Plaintiff established priority of use, and Defendants had actual and/or constructive knowledge of Plaintiff's rights in Plaintiff's Mark, including via a public and widely seen announcement of Plaintiff's product, which featured the identical word mark and an image of Sato's new pet.

79. Defendants' unauthorized use of Plaintiff's Mark has caused, and unless enjoined will continue to cause, irreparable harm to Plaintiff, including loss of control over its reputation, loss of goodwill, damage to brand integrity, and diversion of sales and business opportunities.

80. Defendants' acts were fraudulent, willful, deliberate, and undertaken with the intent to trade on Plaintiff's goodwill, entitling Plaintiff to enhanced remedies under 15 U.S.C. § 1117(a), including Defendants' profits, actual damages, costs, and attorneys' fees in exceptional cases.

COUNT VI
Federal Trademark Dilution by Blurring
(15 U.S.C. § 1125(c))

81. Plaintiff hereby incorporates by reference Paragraphs 1-80 above as if fully set forth herein.

82. Plaintiff is the owner of Plaintiff's Mark. Plaintiff has used Plaintiff's Mark continuously in United States commerce since at least March 8, 2025 in connection with its goods and services.

83. Plaintiff's Mark is distinctive and has acquired substantial secondary meaning. Through extensive and continuous use, advertising, sales, and media recognition, Plaintiff's Mark has become widely recognized by the general consuming public of the United States and is therefore "famous" within the meaning of 15 U.S.C. § 1125(c)(2)(A).

84. Defendants, without Plaintiff's authorization, have used and continue to use in commerce the mark COCORO which is identical to Plaintiff's Mark (the "Infringing Mark").

85. Defendants' use of the Infringing Mark began after Plaintiff's Mark became famous.

86. Defendants' use of the Infringing Mark is likely to cause dilution by blurring of Plaintiff's Mark, within the meaning of 15 U.S.C. § 1125(c)(2)(B), because Defendants' use:

a. is identical to Plaintiff's Mark;

b. threatens to impair the distinctiveness of Plaintiff's Mark;

c. interferes with Plaintiff's substantially exclusive use of Plaintiff's Mark;

d. exploits the high degree of recognition associated with Plaintiff's Mark;

e. demonstrates Defendants' intent to create an association with Plaintiff's Mark; and

f. has resulted, or is likely to result, in actual association by consumers between Defendants' use and Plaintiff's Mark.

87. Defendants' use of the Infringing Mark is likely to lessen the capacity of Plaintiff's Mark to identify and distinguish Plaintiff's goods and services, even in the absence of competition or likelihood of confusion, in violation of 15 U.S.C. § 1125(c)(1).

88. Plaintiff has suffered and will continue to suffer irreparable harm to the distinctiveness, strength, and value of Plaintiff's Mark unless Defendants' unlawful conduct is enjoined.

89. Defendants' conduct is willful, deliberate, and undertaken with knowledge of Plaintiff's famous trademark rights, entitling Plaintiff to enhanced remedies under 15 U.S.C. § 1117(a)–(c) and § 1125(c)(5).

COUNT VII
Unconscionable Commercial Practices – New Jersey Consumer Fraud Act
(N.J.S.A 56:8-1 *et seq.*)

90. Plaintiff hereby incorporates by reference Paragraphs 1-89 above as if fully set forth herein.

91. Each Defendant is a "person" who has sold "merchandise" as defined by the New Jersey Consumer Fraud Act.

92. In the operation of its business, Defendants' have engaged in the use of unconscionable commercial practices in connection with the sale of merchandise, including but not limited to, displaying and offering to the public for sale meme coins and other products under the false guise of being affiliated with Plaintiff and/or Sato.

93. Defendants' conduct constitutes multiple unconscionable commercial practices in violation of N.J.S.A 56:8-2.

COUNT VIII
Tortious Interference With Prospective Economic Advantage – New Jersey Common Law

94. Plaintiff hereby incorporates by reference Paragraphs 1-93 above as if fully set forth herein.

95. Plaintiff has maintained ongoing business relationships and a reasonable expectation of economic advantage with its community members, customers, sublicensees and partners.

96. Defendants had knowledge of Plaintiff's business expectancies. Defendants were aware that Plaintiff regularly engaged in merchandising, meme coin launches and licensing agreements and knew or should have known that Plaintiff expected continued economic benefit from those relationships, especially given the prior public announcement of Plaintiff's partnership with Sato and a related meme coin launch announced the same day.

97. Defendants intentionally and improperly interfered with Plaintiff's business expectancies by infringing the Cocoro IP, disrupting partnerships and agreements, diverting customers and misappropriating information.

98. Defendants' acts were undertaken without justification, were intentional, and were motivated by a desire to disrupt Plaintiff's business relationships and divert economic opportunities away from Plaintiff.

99. As a direct and proximate result of Defendants' wrongful interference, Plaintiff's expected economic benefits were lost or materially impaired. Plaintiff has suffered actual damages, including lost profits, lost business opportunities, and harm to customer relationships.

100. Defendants' conduct was willful, malicious, and in reckless disregard of Plaintiff's rights, warranting an award of punitive damages under New Jersey law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of

Plaintiff and against Defendants and grant the following relief:

a. Actual damages resulting from Defendants' infringement of Plaintiff's copyrights in the amount of the Defendants' profits or, at Plaintiff's election, an award of statutory damages pursuant to 17 U.S.C. § 504;

b. Enhanced damages resulting from Defendants' willful copyright infringement pursuant to 17 U.S.C. § 504(c)(2);

c. Compensatory damages resulting from Defendants' federal unfair competition, in an amount to be ascertained at trial;

d. A trebling of any and all relevant damages awarded under the Lanham Act, pursuant to 15 U.S.C. § 1117 *et seq.;*

e. An award of damages for common law unfair competition;

f. An award of damages for Defendants' unfair competition in violation of N.J. Stat. § 56:4-1 *et seq*., and a trebling of any and all such damages awarded pursuant to N.J. Stat. § 56:4-2;

g. A preliminary and/or permanent injunction barring Defendants and its owners, officers, directors, agents, employees, customers, and all persons acting in concert with Defendants from any further unauthorized use of the Cocoro IP;

h. A mandatory injunction ordering Defendants to deliver up for destruction all products bearing any simulation, reproduction, copy, or colorable imitation of any of the Cocoro IP, including any literature, signs, prints, packages, advertising materials and any other item in its possession or under its control bearing any of the Cocoro IP or any simulation, reproduction, copy, or colorable imitation thereof;

i. An award of Plaintiff's attorneys' fees and costs; and

j. Such other and further relief that the Court may deem just and proper under the circumstances.

Dated: January 5, 2026

MATKOV CLARK, P.C.

By: */s/ Matthew D. Matkov*

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EXHIBIT A

EXCLUSIVE LICENSING AGREEMENT

This Exclusive Licensing Agreement ("Agreement") is entered into by and between **DOGE LLC,** a Delaware limited liability company ("Company") and **ATSUKO SATO**, an individual ("Licensor")(each individually a "Party" and collectively referred to as the "Parties") and sets forth the terms of Parties Agreement commencing as of January 23 2024 ("Effective Date").

1. Term. The Term shall commence upon the Effective Date and continue for three (3) years unless Terminated pursuant to Section 12, below)("Term"). Thereafter, subject to the Parties mutual agreement, the Term shall renew for successive one (1) year renewal Terms, unless, at least ninety (90) days prior to any renewal Term, either Party gives the other Party written notice of its intent not to renew this Agreement.

2. Territory/Distribution Channels. During the Term of this Agreement, the Licensing Rights (as defined below) and Products (as defined below) containing Licensed Materials (as defined below) shall be worldwide ("Territory") on any distribution channel in the Territory, including but not limited to, online and brick and mortar retail stores, ownthedoge.com, and Company's other distribution channels ("Distribution Channels").

3. License. Licensor hereby grants to Company exclusive, transferable, and sublicensable licensing rights ("Licensing Rights"), in a form, content and manner consistent with community values to display, use and exploit the photographic image ("Image"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to use Licensor's name, nickname, voice, facsimile signature, attributed quotations, likeness, identity, image, persona and/or other attributes (collectively "NIL") and the registered and unregistered trademarks, trade names, copyrights, logos, branding and designs of Licensor ("Official Logos") (collectively, the Image, NIL and Official Logos are "Licensed Materials") in all formats and media, whether now or hereafter known, in connection with Company's marketing, advertising, and promotion of its good and services in connection with products ("Products") to be sold by Company through Distribution Channels in the Territory. Without limitation on the foregoing, the Licensing Rights shall include the right to: (i) display or otherwise exploit the Licensed Materials in Company's product packaging, labeling, advertising, and marketing materials; and (ii) modify, edit, reproduce, distort, combine with other materials, translate, include in collective works, and create derivative works of the Image, in whole or in part (each, an "Adaptation"). During the Term, the Licensing Rights granted by Licensor to Company relative to Licensed Products for distribution on Distribution Channels in the Territory shall be exclusive to Company. An initial list of Licensed Materials is attached hereto as Exhibit "A".

4. Company Services. Company shall: (a) design, create and manufacture Products using the Licensed Materials; (b) identify brand appropriate exploitation opportunities for Products in the Territory; (c) identify brand appropriate Distribution Channels for Products in the Territory; and (d) market, promote and sell the Licensing Materials and/or Products ("Services") on such Distribution Channels in the Territory.

5. Review. Licensor will have the limited right to object to use of any Licensed Materials or sale of Products in writing (which may be by email), any such use containing the Licensed Materials that Licensor reasonably believes is inconsistent with community values. Licensor agrees to review and provide feedback and/or objection within ten (10) business days of reasonable knowledge of such use. Should Licensor fail to respond or provide feedback within the ten (10) business days' period, such use will be deemed approved.

6. Revenue Sharing. Company shall collect and pay Licensor ten percent (10%) of the Gross Revenue (as defined below) generated in connection with any Products containing Licensed Materials which are sold by Company on the Distribution Channels in the Territory.

7. Gross and Net Revenue. The Parties agree: (a) "Gross Revenue" shall mean all amounts received and entitled to be retained by Company (or any of its affiliates, parents or subsidiary or related entities), from any and all sources, solely in connection with this Agreement; and (b) "Net Revenue" means the Gross Revenue less: (i) verifiable third party charge backs and refunds, in each case where actually given; (ii) amounts collected for duties, sales tax and/or VAT; and (iii) all expenses, costs and taxes incurred by Company in connection with the development, production, sale, monetization and/or exploitation of the Licensed Materials and/or Products in the Territory.

8. Payments and Transaction Records. Company shall: (a) make payment to Licensor within sixty (60) days of the close of each calendar quarter, unless such payment would not total one hundred ($100) dollars, but in no case will payment be held for more than six (6) months; and (b) keep accurate records of all transactions relating to the subject of this Agreement and together with each payment, Company shall submit a complete and accurate statement of sales and/or transactions for the applicable quarter in a pre-approved, mutually agreed upon format, which Licensor shall have the right to examine once per Term.

9. Intellectual Property. The Parties agree: (a) Licensor, hereby retains their entire right, title and interest, including copyright, trademark, NIL, goodwill and other intellectual property rights, in and to the Licensed Materials ("Intellectual Property"), and nothing herein shall be construed as an assignment or other transfer of any Licensor rights to Company or any other party; (b) Licensor hereby knowingly, voluntarily, and irrevocably waives all rights of attribution and integrity and any other rights in or to the Licensed Materials arising under Section 106A of the Copyright Act (17 U.S.C. § 106A), or under any other applicable law of the United States or any other state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, "Moral Rights"). To the extent this waiver is not permitted by applicable law, Licensor hereby agrees not to enforce its Moral Rights against Company and/or Company's assignee(s), designee(s), or transferee(s); (c) Company retains all Intellectual Property and other rights, title and interest in and to all materials owned by or licensed to Company prior to, or independent from, the performance of Services under this Agreement and all generic or proprietary information, ideas, methodologies, software, applications, processes or procedures used, created or developed by Company in the general conduct of its business. Any newly created Intellectual Property will be mutually evaluated by the Parties for formal application for registration with the appropriate regulatory body, and, if applicable, licensed to Company for use pursuant to this Agreement. This Section shall survive the termination or expiration of this Agreement.

10. Termination. The Parties agree: (a) if either Party breaches any material obligation (including Company's obligation to use Licensed Materials in a form, content and manner consistent with community values), and fails to cure within fifteen (15) days of notice, the non-breaching Party has the right to terminate this Agreement by written notice (which may be by email); (b) if either Party commits any act or becomes involved in any situation or occurrence which brings such Party disrepute, contempt, scandal, or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, either Party shall have the right to terminate this Agreement immediately; and (c) either Party may terminate this Agreement immediately, upon written notice to the other Party, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, becomes subject to any proceedings under any bankruptcy or insolvency law or ceases to do business in the normal course.

11. Effect of Termination. Following termination or expiration of this Agreement and Company's Licensing Rights, Company shall immediately cease use, sale, marketing or exploitation of any Licensed Materials or Products; provided that Company shall be entitled to sell off any existing Product inventory (with the option but not the obligation to discount said inventory up to twenty-five (25%) percent) for a period of six (6) months following such termination ("Termination Period") and thereafter shall destroy any and all remaining Product. Upon expiration of the Termination Period, Company shall immediately pay to Licensor any and all payments due. Notwithstanding the foregoing, any exploitation of the Licensed Materials, or any Adaptation by Company (or an authorized third party) that has already commenced and cannot, through

reasonable efforts and at no additional cost to Company, be withdrawn or terminated, shall be permitted, subject to the terms hereof (for example, use of the Image on a unit of merchandise already packaged).

12. Confidentiality. The Parties shall treat as confidential and properly safeguard all information disclosed pursuant to this Agreement that is designated as confidential or which should be reasonably understood to be confidential ("Confidential Information"), including the terms and conditions of this Agreement, and may only disclose such Confidential Information: (a) with prior written consent, (b) where required by law, or (c) to advisors, attorneys or other designees, as long as such recipients also keep such information confidential and are bound by this or a similar confidentiality provision. This Section shall survive the termination or expiration of this Agreement.

13. Representations and Warranties. The Parties hereby represent, warrant, and agree that: (a) the Parties have the right to enter into this Agreement and no provisions, Services or grant of rights hereunder does now or will hereafter violate, conflict with or infringe upon any rights whatsoever (including, without limitation, any Intellectual Property right, any right against libel, slander or invasion of privacy or any unfair competition or similar right) of any person, firm or corporation; (b) Company shall provide the Services consistent with a first class company in the industry; (c) Licensor will provide, in a timely fashion (i) sufficient Licensed Materials and (ii) necessary approvals to effectuate the purpose of this Agreement; (d) the Licensed Materials will not require payment of any fees, royalties or licenses to third parties; (e) the Licensed Materials are not unlawful, libelous, defamatory, pornographic, or obscene; (f) Licensor will not include any content, annotations or similar features within Licensed Material which conflicts with the rights granted to Company under this Agreement; and (g) Licensor represents and warrants to Company that it has not, and will not (nor will any third party), grant a license to exploit the Licensed Materials to any third-party during the Term.

14. Indemnity. The Parties agree to indemnify and hold each other, and their successors, licensees and assigns, and all of their respective owners, directors, officers, employees and representatives, harmless from and against any and all liabilities, judgments, damages, penalties, losses, costs and expenses (including reasonable outside attorneys' fees and legal costs), and any interest thereon, arising out of or in connection with any claim or demand regarding any breach of any warranty, representation or agreement made by either Party hereunder.

15. Notices. Unless stated otherwise herein, any notice or other communication required or permitted by this Agreement shall be in writing and shall be: (a) delivered personally or by commercial messenger or courier service; or (b) mailed by U.S. registered or certified mail (return receipt requested) at the Party's address written herein or at such other address as the Party may have previously specified by like notice. Notice is effective upon receipt by the receiving Party.

16. Dispute Resolution. This Agreement is governed by Delaware state law (without regard to any conflicts of law provisions). Any and all controversies or disputes arising out of or relating to this Agreement shall be determined pursuant to the mediation and arbitration procedures of the International Centre for Dispute Resolution in accordance with their mediation or arbitration rules, as applicable. The Parties shall endeavor first to attempt to resolve the controversy or claim through mediation within sixty (60) days of a demand by the other Party, before commencing any arbitration. Any mediation and arbitration shall be conducted in Japan or a virtual hearing conducted with video (e.g. Zoom), permanently closed to the public, confidential, and all records relating thereto will be permanently sealed (except as necessary to obtain court confirmation of the arbitration award). The International Arbitration Rules of the International Centre for Dispute Resolution for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be an experienced corporate arbitrator or a retired judge. Any judgment made by the Arbitral is final, binding and non-appealable and may be entered in any court of competent jurisdiction. The costs of administering the Arbitration (including Arbitral fees) shall be borne equally by the Parties. Each Party shall also bear its own expenses with respect to its participation in the Arbitration. All hearings, proceedings, and written and oral submissions made with respect to the Arbitration shall be in English or Japanese, with a translator as required.

Company shall be entitled to seek injunctive relief in addition to all remedies available at law or in equity. Neither Party will be liable to the other for lost revenue, lost profits, lost business, or indirect, incidental, consequential, special or exemplary damages relating to this agreement, or under any other theory of liability, for an amount exceeding the amounts paid under this Agreement.

17. Further Assurances. Both Parties will take or cause to be taken such further actions, and will execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and will obtain such consents, as may be reasonably required or requested by the other Party in order to effectuate fully the purposes, terms and conditions of this Agreement.

18. Force Majeure. Neither Party will be deemed to be in default hereunder for failure to perform any of its obligations under this Agreement if such failure results from acts or omissions of the other Party, third parties, natural disasters, pandemics, terrorism, war, civil disorder, state action, labor disputes, telecommunication failures, equipment failures, or any other causes beyond that Party's reasonable control that were not due to the misconduct of such Party (each, a "Force Majeure") for as long as such Force Majeure continues.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable under applicable law. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had never been contained herein.

20. Miscellaneous. The Parties agree: (a) captions are inserted for reference and convenience only and in no way define, limit, or describe the scope of this Agreement or intent of any provision; (b) a waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof; (c) this Agreement shall not give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by Company in writing to such third party; (d) the Parties are independent contractors, and nothing in this Agreement shall be deemed to create an agency, employment, partnership or joint venture relationship between Company and Licensor; (e) Company shall have the unrestricted right to assign this Agreement, in whole or in part, to any person or entity as Company may determine from time to time in Company's sole discretion but Licensor may not assign this Agreement without prior written consent, not be unreasonably withheld; (f) this Agreement contains the entire understanding of the Parties relating to the subject matter hereof, no representations or warranties have been made other than those expressly set forth herein; (g) this Agreement cannot be changed except by written agreement executed by both Parties hereto; (h) the provisions of each term of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall survive for as long as necessary to effectuate their purposes, and (i) this Agreement may be executed by means of facsimile/electronic transmission or original copies, and may be executed in counterparts, each of which shall constitute an original but when taken together shall constitute one agreement.

[Signature Page Follows]

AGREED TO AND ACCEPTED:

DOGE LLC

By: DocuSigned by: tridog

Name: Tridog

Title: Managing Member

Date: 1/23/2024

AGREED TO AND ACCEPTED:

ATSUKO SATO

By: DocuSigned by: Atsuko Sato

Date: 1/22/2024

Address: 1-22 Kaburaginakatamachi Sakura-shi, Chiba 2850026 Japan

EXHIBIT "A"

[INITIAL LIST OF LICENSED MATERIALS]

Type of Licensed Materials	Description/ Image of Licensed Material
Image	
NIL	Atsuko Sato
Official Logos	

EXHIBIT B

EXCLUSIVE LICENSING AGREEMENT

This Exclusive Licensing Agreement ("Agreement") is entered into by and between **DOGE LLC,** a Delaware limited liability company ("Company") and **ATSUKO SATO**, an individual ("Licensor") (each individually a "Party" and collectively referred to as the "Parties") and sets forth the terms of Parties Agreement commencing as of July 27, 2024 ("Effective Date").

1. Term. The Term shall commence upon the Effective Date and continue for five (5) years unless terminated pursuant to Section 10, below)("Term"). Thereafter, subject to the Parties mutual agreement, the Term shall renew for successive one (1) year renewal Terms, unless, at least ninety (90) days prior to any renewal Term, either Party gives the other Party written notice of its intent not to renew this Agreement.

2. Territory/Distribution Channels. During the Term of this Agreement, the Licensing Rights (as defined below) and Products (as defined below) containing Licensed Materials (as defined below) shall be worldwide ("Territory") on any distribution channel in the Territory, including but not limited to, online and brick and mortar retail stores, ownthedoge.com, and Company's other distribution channels, including but not limited to social media channels, without restriction and in any media or format now known or hereafter developed ("Distribution Channels"). This paragraph is intended to confer to Company the broadest grant of distribution rights possible under applicable law, including the right of Company to stand in Licensor's shoes relative to the Distribution Channels.

3. License. Licensor hereby grants to Company exclusive, perpetual, irrevocable, exclusive, fully transferable, and sublicensable licensing rights ("Licensing Rights"), in a form, content and manner consistent with community values, to display, use and exploit the photographic images ("Images"), copies of which are attached hereto as Exhibit "A" and incorporated herein by reference, to use Licensor's name, nickname, voice, facsimile signature, attributed quotations, likeness, identity, image, persona, biography and/or other attributes, including Licensor's life story rights relative to her ownership of her pet Shiba Inu named "Neiro" (collectively "NIL") and the registered and unregistered trademarks, trade names, copyrights, logos, branding and designs of Licensor ("Official Logos") (collectively, the Images, NIL and Official Logos are "Licensed Materials") in all formats and media, whether now or hereafter known, in connection with Company's marketing, advertising, and promotion of its good and services in connection with products ("Products") to be sold by Company or other brand appropriate third parties through Distribution Channels in the Territory. Without limitation on the foregoing, the Licensing Rights shall include the right to: (i) display or otherwise exploit the Licensed Materials in Company's product packaging, labeling, advertising, and marketing materials; and (ii) modify, edit, reproduce, distort, combine with other materials, translate, include in collective works, and create derivative works of the Images, in whole or in part (each, an "Adaptation"). During the Term, the Licensing Rights granted by Licensor to Company relative to Licensed Products for distribution on Distribution Channels in the Territory shall be exclusive to Company. An initial list of Licensed Materials is attached hereto as Exhibit "A". This paragraph is intended to confer to Company the broadest grant of rights possible under applicable law, including the right of Company to stand in Licensor's shoes relative to the Licensed Materials, including the right to register, enforce, defend, and otherwise act as the Licensor in any commercial or legal matters relating to the Licensed Materials.

4. Company Services. Company shall: (a) design, create and manufacture Products using the Licensed Materials; (b) identify brand appropriate exploitation opportunities and appropriate sublicensees for Products in the Territory; (c) identify brand appropriate Distribution Channels for Products in the Territory; and (d) market, promote and sell the Licensing Materials and/or Products ("Services") on such Distribution Channels in the Territory.

5. Consultation with Company. Company and Licensor agree that the Services shall not be inconsistent with Licensor or community values. If Company requests consultation with Licensor for a proposed use which Company, in its sole and reasonable determination, believes may be inconsistent with

Licensor or community values, Licensor will have the limited right to object to any proposed use of Licensed Materials or sale of Products in writing (which may be by email).Licensor agrees to review and provide feedback within ten (10) business days of receipt of such notice from Company. Should Licensor fail to respond or provide feedback within the ten (10) business days' period, such use will be deemed approved. If Licensor provides feedback objecting to such use or sale, Company shall have a thirty (30) day opportunity to cure and resubmit such proposed use or sale based on Licensor's suggestions. Licensor shall consider such resubmission in good faith.

6. Revenue Sharing. Company shall collect and pay Licensor ten percent (10%) of the Gross Revenue (as defined below) generated in connection with any Products containing Licensed Materials which are sold by Company on the Distribution Channels in the Territory.

7. Gross and Net Revenue. The Parties agree: (a) "Gross Revenue" shall mean all amounts received and entitled to be retained by Company (or any of its affiliates, parents or subsidiary or related entities), from any and all sources, solely in connection with this Agreement; and (b) "Net Revenue" means the Gross Revenue less: (i) verifiable third party charge backs and refunds, in each case where actually given; (ii) amounts collected for duties, sales tax and/or VAT; and (iii) all expenses, costs and taxes incurred by Company in connection with the development, production, sale, monetization and/or exploitation of the Licensed Materials and/or Products in the Territory.

8. Payments and Transaction Records. Company shall: (a) make payment to Licensor within sixty (60) days of the close of each calendar quarter, unless such payment would not total one hundred ($100) dollars, but in no case will payment be held for more than six (6) months; and (b) keep accurate records of all transactions relating to the subject of this Agreement and together with each payment, Company shall submit a complete and accurate statement of sales and/or transactions for the applicable quarter in a pre-approved, mutually agreed upon format, which Licensor shall have the right to examine once per Term.

9. Intellectual Property. The Parties agree: (a) Licensor, hereby retains their entire right, title and interest, including copyright, trademark, NIL, goodwill and other intellectual property rights, in and to the Licensed Materials ("Intellectual Property"), and nothing herein shall be construed as an assignment or other transfer of any Licensor rights to Company or any other party; (b) Licensor hereby knowingly, voluntarily, and irrevocably waives all rights of attribution and integrity and any other rights in or to the Licensed Materials arising under Section 106A of the Copyright Act (17 U.S.C. § 106A), or under any other applicable law of the United States or any other state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, "Moral Rights"). To the extent this waiver is not permitted by applicable law, Licensor hereby agrees not to enforce its Moral Rights against Company and/or Company's assignee(s), designee(s), or transferee(s); (c) Company retains all Intellectual Property and other rights, title and interest in and to all materials owned by, licensed to, used or created by Company prior to, or independent from, the performance of Services under this Agreement, including but not limited to Intellectual Property created as a result of Company's independent use or creation and all trademarks, generic or proprietary information, ideas, methodologies, software, applications, processes or procedures used, created or developed by Company in the general conduct of its business. Any newly created Intellectual Property will be mutually evaluated by the Parties for formal application for registration with the appropriate regulatory body, and, if applicable, licensed to Company for use pursuant to this Agreement. This Section shall survive the termination or expiration of this Agreement.

10. Termination. The Parties agree: (a) if either Party breaches any material obligation (including Company's obligation to use Licensed Materials in a form, content and manner consistent with community values), and fails to cure within fifteen (15) days of notice, the non-breaching Party has the right to terminate this Agreement by written notice (which may be by email); (b) if either Party commits any act or becomes involved in any situation or occurrence which brings such Party disrepute, contempt, scandal, or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, either Party shall have the

right to terminate this Agreement immediately; and (c) either Party may terminate this Agreement immediately, upon written notice to the other Party, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, becomes subject to any proceedings under any bankruptcy or insolvency law or ceases to do business in the normal course.

11. Effect of Termination. Following termination or expiration of this Agreement and Company's Licensing Rights, Company shall immediately cease use, sale, marketing or exploitation of any Licensed Materials or Products; provided that Company shall be entitled to sell off any existing Product inventory (with the option but not the obligation to discount said inventory up to twenty-five (25%) percent) for a period of six (6) months following such termination ("Termination Period") and thereafter shall destroy any and all remaining Product. Upon expiration of the Termination Period, Company shall immediately pay to Licensor any and all payments due. Notwithstanding the foregoing, any exploitation of the Licensed Materials, or any Adaptation by Company (or an authorized third party) that has already commenced and cannot, through reasonable efforts and at no additional cost to Company, be withdrawn or terminated, shall be permitted, subject to the terms hereof (for example, use of the Images on a unit of merchandise already packaged).

12. Confidentiality. The Parties shall treat as confidential and properly safeguard all information disclosed pursuant to this Agreement that is designated as confidential or which should be reasonably understood to be confidential ("Confidential Information"), including the terms and conditions of this Agreement, and may only disclose such Confidential Information: (a) with prior written consent, (b) where required by law, or (c) to advisors, attorneys or other designees, as long as such recipients also keep such information confidential and are bound by this or a similar confidentiality provision. This Section shall survive the termination or expiration of this Agreement.

13. Representations and Warranties. The Parties hereby represent, warrant, and agree that: (a) the Parties have the right to enter into this Agreement and no provisions, Services or grant of rights hereunder does now or will hereafter violate, conflict with or infringe upon any rights whatsoever (including, without limitation, any Intellectual Property right, any right against libel, slander or invasion of privacy or any unfair competition or similar right) of any person, firm or corporation; (b) Company shall provide the Services consistent with a first class company in the industry; (c) Licensor will provide, in a timely fashion (i) sufficient Licensed Materials and (ii) necessary approvals to effectuate the purpose of this Agreement; (d) the Licensed Materials will not require payment of any fees, royalties or licenses to third parties; (e) the Licensed Materials are not unlawful, libelous, defamatory, pornographic, or obscene; (f) Licensor will not include any content, annotations or similar features within Licensed Material which conflicts with the rights granted to Company under this Agreement; and (g) Licensor represents and warrants to Company that it has not, and will not (nor will any third party), grant a license to exploit the Licensed Materials to any third-party during the Term.

14. Release. With regard to Company's exploitation of the rights granted hereunder (including, without limitation, the use of the Licensed Materials in any advertising, promotional, or marketing materials), Licensor and her heirs, executors, administrators and assigns, hereby irrevocably (a) release, discharge and waive any and all past, present, or future claims, causes of action, actions, counts, disputes, demands, debts, liabilities, liens, losses, obligations, promises, acts, agreements, promises, penalties, fines, fees, disbursements, costs, expenses (including, without limitation, attorneys' fees and costs), accounts, damages, awards, judgments, remedies, requests for relief, losses, and warranties of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, concealed or overt, claimed or unclaimed, patent or latent, contingent or certain, at law or in equity any nature against the Company and its owners, directors, officers, employees and representatives that Licensor, her heirs, executors, administrators and assigns had, now have, or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against the Company for the same. This release is not intended to waive any claims that may not be released as a matter of law.

15. Indemnity. The Parties agree to indemnify and hold each other, and their successors, licensees and assigns, and all of their respective owners, directors, officers, employees and representatives, harmless from and against any and all liabilities, judgments, damages, penalties, losses, costs and expenses (including reasonable outside attorneys' fees and legal costs), and any interest thereon, arising out of or in connection with any claim or demand regarding any breach of any warranty, representation or agreement made by either Party hereunder.

16. Notices. Unless stated otherwise herein, any notice or other communication required or permitted by this Agreement shall be in writing and shall be: (a) delivered personally or by commercial messenger or courier service; or (b) mailed by U.S. registered or certified mail (return receipt requested) at the Party's address written herein or at such other address as the Party may have previously specified by like notice. Notice is effective upon receipt by the receiving Party.

17. Dispute Resolution. This Agreement is governed by Delaware state law (without regard to any conflicts of law provisions). Any and all controversies or disputes arising out of or relating to this Agreement shall be determined pursuant to the mediation and arbitration procedures of the International Centre for Dispute Resolution in accordance with their mediation or arbitration rules, as applicable. The Parties shall endeavor first to attempt to resolve the controversy or claim through mediation within sixty (60) days of a demand by the other Party, before commencing any arbitration. Any mediation and arbitration shall be conducted in Japan or a virtual hearing conducted with video (e.g. Zoom), permanently closed to the public, confidential, and all records relating thereto will be permanently sealed (except as necessary to obtain court confirmation of the arbitration award). The International Arbitration Rules of the International Centre for Dispute Resolution for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be an experienced corporate arbitrator or a retired judge. Any judgment made by the Arbitral is final, binding and non-appealable and may be entered in any court of competent jurisdiction. The costs of administering the Arbitration (including Arbitral fees) shall be borne equally by the Parties. Each Party shall also bear its own expenses with respect to its participation in the Arbitration. All hearings, proceedings, and written and oral submissions made with respect to the Arbitration shall be in English or Japanese, with a translator as required. Company shall be entitled to seek injunctive relief in addition to all remedies available at law or in equity. Neither Party will be liable to the other for lost revenue, lost profits, lost business, or indirect, incidental, consequential, special or exemplary damages relating to this agreement, or under any other theory of liability, for an amount exceeding the amounts paid under this Agreement.

18. Further Assurances. Both Parties will take or cause to be taken such further actions, and will execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and will obtain such consents, as may be reasonably required or requested by the other Party in order to effectuate fully the purposes, terms and conditions of this Agreement.

19. Force Majeure. Neither Party will be deemed to be in default hereunder for failure to perform any of its obligations under this Agreement if such failure results from acts or omissions of the other Party, third parties, natural disasters, pandemics, terrorism, war, civil disorder, state action, labor disputes, telecommunication failures, equipment failures, or any other causes beyond that Party's reasonable control that were not due to the misconduct of such Party (each, a "Force Majeure") for as long as such Force Majeure continues.

20. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable under applicable law. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had never been contained herein.

21. Miscellaneous. The Parties agree: (a) captions are inserted for reference and convenience only and in no way define, limit, or describe the scope of this Agreement or intent of any provision; (b) a waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof; (c) this Agreement shall not give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by Company in writing to such third party; (d) the Parties are independent contractors, and nothing in this Agreement shall be deemed to create an agency, employment, partnership or joint venture relationship between Company and Licensor; (e) Company shall have the unrestricted right to assign this Agreement, in whole or in part, to any person or entity as Company may determine from time to time in Company's sole discretion but Licensor may not assign this Agreement without prior written consent, not be unreasonably withheld; (f) this Agreement contains the entire understanding of the Parties relating to the subject matter hereof, no representations or warranties have been made other than those expressly set forth herein; (g) this Agreement cannot be changed except by written agreement executed by both Parties hereto; (h) the provisions of each term of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall survive for as long as necessary to effectuate their purposes, and (i) this Agreement may be executed by means of facsimile/electronic transmission or original copies, and may be executed in counterparts, each of which shall constitute an original but when taken together shall constitute one agreement.

AGREED TO AND ACCEPTED:

DOGE LLC

By: Shisharka LLC, its sole member

By: DocuSigned by: Tridog

Name: Tridog

Title: Sole Member, Shisharka LLC

Date: 11/25/2024

AGREED TO AND ACCEPTED:

ATSUKO SATO

By: 署名者: Atsuko Sato

Date: 11/24/2024

Address: 1-22 kaburaginakatamachi Sakura-shi,Chiba,2850026 Japan

EXHIBIT "A"

[INITIAL LIST OF LICENSED MATERIALS]

Type of Licensed Materials	Description/ Image of Licensed Material
Images	 

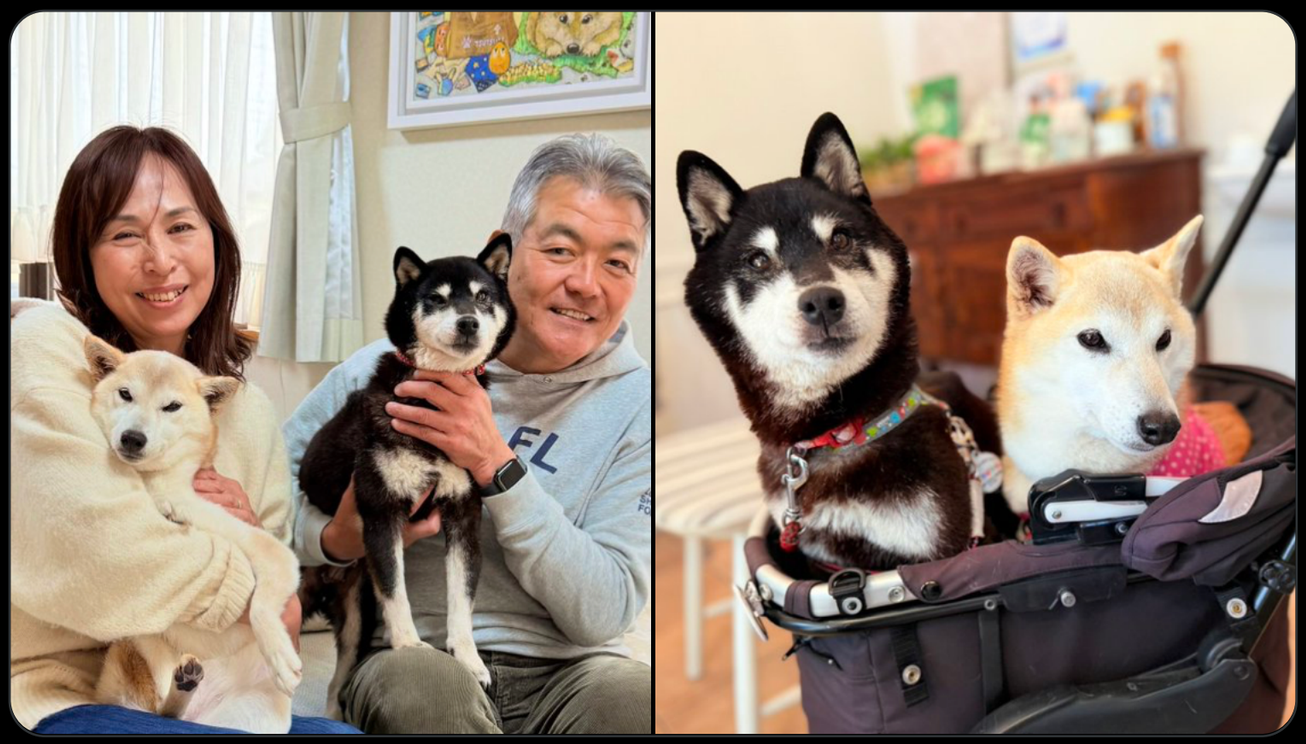
	 
NIL	Atsuko Sato
Official Logos	Neiro, Kabosu, Tsutsuji, Ginnan, Onigiri, Ken

EXHIBIT C

Post

かぼすママ
@kabosumama

Please allow me to introduce our new newest family member, Cocoro. The name comes from the word “kokoro” which means “heart” in Japanese. However, I will be calling her “Koko” for short and I prefer the spelling “Coco”, so her full name is “Cocoro”.



6:16 AM · Mar 8, 2025 · **244.7K** Views

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かぼすママ
@kabosumama

In the past, anonymous people have used my pets' likeness to launch tokens. This time, I have given my blessing to my supportive community at Own The Doge, who I have previously worked with extensively, to create an official Cocoro token.

6:18 AM · Mar 8, 2025 · **56.4K** Views

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EXHIBIT D

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May 14, 2024

Title

Title of Work: Doge

Completion/Publication

Year of Completion: 2010
Date of 1st Publication: February 23, 2010
Nation of 1st Publication: Japan

Author

- **Author:** Atsuko Sato
  Author Created: photograph
  Work made for hire: No
  Citizen of: Japan

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Date: March 04, 2024