

ESTTA Tracking number: **ESTTA1408440**
Filing date: **01/15/2025**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91287431
Party	Plaintiff Troop Nutrition, Inc.
Correspondence address	MATTHEW G MILLER LERNER DAVID LLP 20 COMMERCE DRIVE CRANFORD, NJ 07016 UNITED STATES Primary email: mmiller@lernerdavid.com Secondary email(s): litigation@lernerdavid.com 908-654-5000
Submission	Testimony For Plaintiff
Filer's name	Daniela Caro-Esposito
Filer's email	dcaro-esposito@lernerdavid.com, mmiller@lernerdavid.com, litigation@lernerdavid.com
Signature	/Daniela Caro-Esposito/
Date	01/15/2025
Attachments	Executed Declaration with COS.pdf(256780 bytes) Exhibit A.pdf(767561 bytes) Exhibit B.pdf(141261 bytes) PUBLIC REDACTED EXHIBIT C.pdf(709625 bytes) Exhibit D.pdf(1189374 bytes) Exhibit E.pdf(292637 bytes) Exhibit F.pdf(1095924 bytes) Exhibit G.pdf(961334 bytes) Exhibit H.pdf(1977416 bytes) Exhibit I.pdf(70105 bytes) PUBLIC REDACTED EXHIBIT J.pdf(408893 bytes) PUBLIC REDACTED EXHIBIT K.pdf(508741 bytes) PUBLIC REDACTED EXHIBIT L.pdf(156407 bytes) PUBLIC REDACTED EXHIBIT M.pdf(432189 bytes) PUBLIC REDACTED EXHIBIT N.pdf(668920 bytes) PUBLIC REDACTED EXHIBIT O.pdf(639057 bytes) PUBLIC REDACTED EXHIBIT P.pdf(204666 bytes) Exhibit Q.pdf(1339668 bytes)

TRADEMARK
TROOP 10.2O-002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

TROOP NUTRITION, INC.,

Opposer,

v.

BW ESSENTIALS LLC,

Applicant.

:
 : Opposition No.: 91/287,431a
 :
 : Serial No.: 97/591430
 : **troomy**
 : Mark:
 :
 : Serial: 97/591423
 : **troomy**
 : Mark: NOOTROPICS
 :
 : Serial No.: 97/834082
 : Mark: TROOMY NOOTROPICS
 :
 : Serial No.: 97/834056
 : Mark: TROOMY
 x

DECLARATION OF MS. STEPHANIE MOYAL

I, Stephanie Moyal, pursuant to 37 C.F.R. §§ 2.123(a) and 2.20, and TBMP §703.01(a), declare as follows:

1. I am the co-founder of Opposer Troop Nutrition, Inc. (“Troop” or “Opposer”), a company that offers consumers dietary and nutritional supplements containing mushroom extract, as well as protein-enriched coffee containing mushroom extract. This declaration is based upon my personal knowledge and experience.

2. Troop owns U.S. Registration No. 7,334,349 (“the ‘349 Registration”) filed on May 24, 2021, for the word mark TROOP in International Class 5 in association with “dietary and nutritional supplements containing mushroom extract; nutritional supplement bars containing mushroom extract; powdered drink mix containing mushroom extract for use as a nutritional supplement” and International Class 30 in association with “protein-enriched coffee containing mushroom extract” as well as U.S. Registration No. 7,436,674 (“the ‘674 Registration”) filed on

January 13, 2023, for the stylized mark TROOP in International Class 5 covering “dietary and nutritional supplements containing mushroom extract.” These will be collectively referred to as the “TROOP Marks.”

3. True and correct copies of the U.S. Trademark Registrations for the TROOP Marks are attached hereto as Exhibits A and B.

4. Troop began selling its dietary and nutritional supplements under its TROOP Marks at least as early as January 21, 2022.

5. Troop’s branded products are sold throughout the United States and distributed by POD Foods. Troop’s branded products have been sold in Alaska, Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Maine, Michigan, Minnesota, Missouri, Mississippi, Montana, North Carolina, Nebraska, New Jersey, New Mexico, Nevada, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin.

6. Troop offers its branded products through a combination of online e-commerce sites and brick-and-mortar stores, including through Erewhon, Lassen’s, Lazy Acres, Bristol Farms, Clark’s, California Fresh, Rainbow Acres, Pacific Health Foods, Rainbow Bridge, Facebook, Instagram, TikTok, Amazon, Google, Love.com, FLIP, and Troop’s own website at: <https://trytroop.com/>.

7. Troop regularly maintains copies of agreements relating to the sale and distribution of its branded products.

8. A true and correct copy of Troop’s agreement with Erewhon is attached hereto as Exhibit C.

9. The pricing of products sold under the TROOP Marks can vary from \$45.00 to \$230, depending on the particular bundle chosen. Bundles may range from a 30-day supply to a 6-

month supply of the dietary and nutritional supplements. A true and correct copy of product listings for a 30-day supply through Troop's website is attached hereto as Exhibit D.

10. Troop consistently promotes, markets and advertises its products under its TROOP Marks in the United States.

11. Troop advertises and has advertised its branded products in a multitude of online outlets as well as through in-person trade shows. These include the Expo West tradeshow, the Supply Side West tradeshow, and online platforms such as Facebook, Instagram, TikTok, FLIP, Amazon, Google, and Love.com. Troop's products have additionally been featured in publications, including, but not limited to POOSH, GLOSSY, Bloomberg, WWD, People, Los Angeles Magazine, and LIVE THE PROCESS.

12. True and correct copies of publications and magazines featuring Troop's branded products are attached hereto as Exhibits E-H.

13. Additionally, Troop regularly maintains records of print and digital publications featuring its branded products in the form of a spreadsheet. The spreadsheet includes the date of publication, if known, and a link to the digital publication, if access to same is available. This spreadsheet is updated as new publications occur. A true and correct copy of this spreadsheet is hereto as Exhibit I.

14. The publications featuring Troop's branded products listed within Exhibit I include, but are not limited to, publications in: AdulthoodWired; Bloomberg; GLOSSY; GoWellness; HealthXwire; Los Angeles Magazine; OUT.com; POOSH; StreetInsider; Sweet High; Washington Daily News; WELL VERSED; LASTTHEPLACE.com; SHOUTOUT SOCIAL; and LA Weekly.

15. Troop has expended significant time and resources in the promotion and advertising of its branded products. Specifically, Troop has engaged the services of various vendors and independent contractors, such as media groups, photographers, videographers, and advertising

professionals to spread awareness of Troop's branded products to consumers. This includes, but is not limited to, agreements with May Media Group, LLC; Abbey Picket Studios; Social Disrupt; Carbon Box Media; Accelerated Growth Studio; Lazy Acres (associated with Bristol Farms and New Leaf); Niaz Uddin Videography; as well as the brokerage services of Mindi Taylor to act as Troop's representative throughout certain territories to secure trade channels with health foods and natural foods retailers. Troop also engages in self-promotion and advertising both at in-person events and through social media. Troop pays for advertising on social media, including through Facebook and TikTok advertisements.

16. Troop regularly maintains copies of invoices and agreements relating to the promotion and advertising of its branded products.

17. True and correct copies of invoices and agreements relating to Troop's promotion and advertising expenditures are attached hereto as Exhibits J-O.

18. Troop's promotional activities also include various pop-up events, gift giving promotions, and sponsorship arrangements. This includes gifting with the Pill Club; gifting with Mom Meet; participating with sponsorships such as DoubleBlind and Culture Shrooms; participating in various events promoting mental health, overall health, and wellness; and participating in pop-up events with Showfields NY.

19. A true and correct copy of the invoice relating to the Showfields pop-up events is attached hereto as Exhibit P.

20. Troop engages in practices to protect its brand and goodwill. Troop's past actions include filing a Petition to Cancel against Registration No. 86/174,852 owned by Niche Beauty (Proceeding No. 92083029).

21. Troop was alerted to the existence of Applicant BW Essentials, LLC ("Applicant" or "BW Essentials") by Zak Oberbillig, Troop's former manufacturer. Mr. Oberbillig further provided Opposer with Applicant's site. Thereafter, multiple third parties consisting of various

retailers, consumers, and independent contractors contacted Opposer regarding Applicant's existence.

22. Specifically, on February 25, 2023, Mr. Oberbillig, Troop's former manufacturer, sent me a link to Applicant's website, asking whether the website was Troop's, and commenting that the parties' marks had "almost the same typeface."

23. On March 21, 2023, I was contacted by Brooks Bash, an individual I had become acquainted with a few years ago. Ms. Bash happened to remember my brand and contacted me when she encountered Applicant at a booth at the LA Marathon Expo. Ms. Bash sent me photos of Applicant's packaging, commenting that she believed Applicant to be copying (or "ripping"), Troop.

24. On March 30, 2023, Omar Othman, one of Troop's retail partners, contacted me about Applicant. In his communications to me, Mr. Othman explained that Applicant had mailed him product samples and he had informed Applicant that they were "too similar to [Troop]." His communications to me also commented that the font used in each parties' marks was the same. He additionally provided me with images of Applicant's products.



25. On July 19, 2023, a personal acquaintance of mine, Cassandra Courtright, contacted me about Applicant, noting that she had come across Applicant on Amazon. Ms. Courtright stated that Applicant had copied Troop, further noting that "[t]he logo is almost exact."

26. On December 15, 2023, Rory Mendoza of Seta Life, a company that was operating as a broker between Troop and Greenstar Manufacturing, sent me a link to Applicant's Instagram account, commenting that Troop "had a copy cat."

27. A true and correct copy of the text messages I received in connection with Applicant's activities is attached hereto as Exhibit Q.

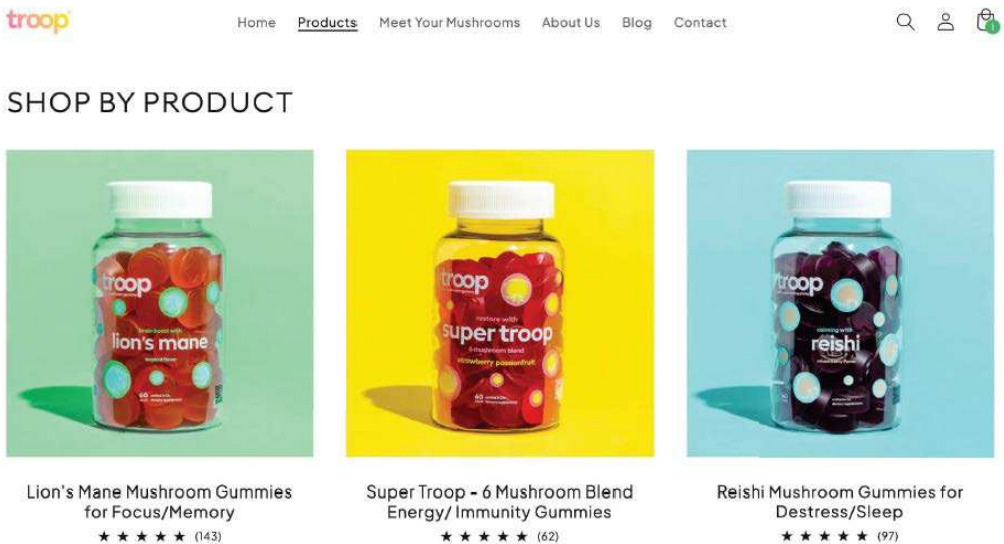
28. We became very concerned about Applicant's existence. The messages I received from our manufacturer, retailers, and independent contractors commented on the similarities between our TROOP Marks and Applicant's mark, TROOMY, as well as the overlapping goods.

29. Upon viewing Applicant's look and branded products, I immediately noticed the similarities between their mark and ours. The font and typeface used was nearly indistinguishable from ours. Significantly, like our logo, they use all lowercase letters. The design of the "t" (the leading letter) curves up noticeably at the bottom of the letter, like in our logo. The center of our logo and Applicant's logo both use distinctive connected double O's.

Opposer's Logo	Applicant's Logo
<p data-bbox="277 884 724 915">(U.S. Registration No. 7,436,674)</p>  The logo for 'Troop' is written in a bold, lowercase, sans-serif font. The letters are connected, and the 't' has a distinctive upward curve at its base.	<p data-bbox="935 884 1300 915">(U.S. Serial No. 97/591,430)</p>  The logo for 'Troomy' is written in a bold, lowercase, sans-serif font. The letters are connected, and the 't' has a distinctive upward curve at its base.

30. There are also similarities in the pronunciation of the marks. Both marks begin with the same strong "TR" sound followed by the distinctive double, long "O" sound.

31. I was also concerned about the overlapping goods. For example, Troop offers (1) Super Troop 6 Mushroom Blend (daily restorative gummy); (2) Lion's Mane gummies (daily brain boost gummies); and (3) Reishi gummies (calming gummies). Available flavors include peach mango, strawberry passionfruit, and mixed berry. Mushrooms used by Troop include lion's mane, reishi, chaga, maitake, cordyceps, and turkey tail.

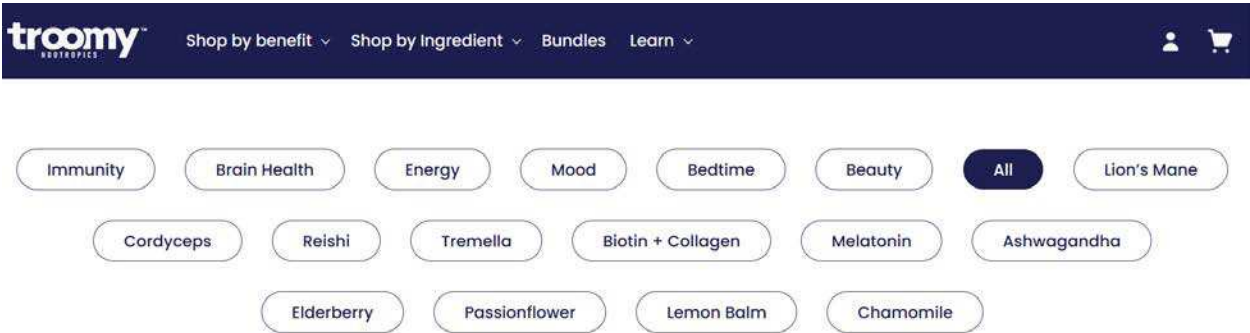


(Exhibit D)

32. Applicant’s offerings directly overlap. For example, Applicant offers (1) mixed mushroom gummies (daily gummies); (2) Lion’s Mane gummies (focus gummies); and (3) Reishi gummies (calming gummies). Their flavors include tangerine passionfruit, strawberry mango, and berry flavor. They also advertise that they use lion’s mane, reishi, cordyceps, and turkey tail.



(Excerpt from Applicant’s produced document BWE00001)



(<https://troomy.com/collections/all>)

33. The style of branding and product presentation of each company is very similar. Based on my knowledge and experience in this industry, it is rare and unusual for a company in the supplement industry to have a clear bottle that shows the product within it. However, both Troop and Applicant display their nutritional supplements in clear bottles with prominent white caps.

34. Further investigation has revealed that Applicant's Instagram account name ("handle") follows the structure of Troop's website URL and Instagram handle. Specifically, Troop's website URL is <https://trytroop.com/>, and its Instagram handle is @trytroop. Applicant's Instagram handle is @trytroomy. Applicant also appears to have a second Instagram account using the handle @try.toomy. This account only contains a single post from September 7, 2023, which is an image of Applicant's logo. This clearly demonstrates that Applicant has taken intentional measures to align with Troop's look, feel, and impression to consumers.

35. Troop and Applicant target the same consumers and demographics and seek business relationships with the same vendors and independent contractors. Applicant has specifically sought business with Omar Othman, one of Troop's retail partners Troop's, by sending samples. They additionally engage in promotional activities, such as tradeshow like the LA Marathon Expo.

36. Upon discovering Applicant, we secured legal representation, specifically, Marie E. Richmond, Esq. of Loza & Loza, to enforce Troop's rights and protect its brand and goodwill. Ms. Richmond discovered two of Applicant's pending applications, namely, U.S. Serial No. 97/591,430 for TROOMY (stylized), and U.S. Serial No. 97/834,056 for the word mark TROOMY. On June 27, 2023, Ms. Richmond sent a cease-and-desist letter to Applicant.

37. Once it became clear that this could not be resolved between the parties without further legal action, we engaged Matthew Miller, Esq. of Lerner David, and the present proceeding was initiated.

38. In my opinion, TROOP and TROOMY are confusingly similar in appearance and pronunciation, and the brands present a similar look and impression to consumers. The companies sell the same products and target the same consumers. Because of these similarities and the overlaps between the marks and products, by adopting a similar name and look to our name and brand, Applicant gains a benefit and advantage from being associated with our brand that has worked to gain recognition in this field through our significant efforts in promotion and advertising.

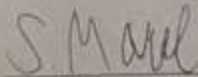
39. The federal registration of Applicant's marks in the United States will cause further confusion as to the source of the parties' nutritional supplements and dilute the distinctiveness and uniqueness of the TROOP name and band in our industry.

40. Accordingly, registration of Applicant's marks in the United States should not be allowed.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed:

1/15/25



Stephanie Moyal

CERTIFICATE OF SERVICE

I hereby certify that the within **DECLARATION OF MS. STEPHANIE MOYAL WITH EXHIBITS** has been filed electronically and is available for viewing and downloading from the TTAB, and was served upon Applicant on January 15, 2025, via email, addressed as follows:

Jonathan A. Menkes
Rachel J. Zacuto
Hans Mayer
Knobbe, Martens, Olson & Bear, LLP
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Irvine, CA 92614
(949) 760-0404
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Counsel for Applicant BW Essentials LLC

s/ Matthew G. Miller

Matthew G. Miller

Document Filed Electronically
TROOP 10.20-004
Opposition No. 91287431

**Exhibit A of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

United States of America

United States Patent and Trademark Office

Troop

Reg. No. 7,334,349

Registered Mar. 26, 2024

Int. Cl.: 5, 30

Trademark

Principal Register

Troop Nutrition Inc. (DELAWARE CORPORATION)
16192 Coastal Highway
c/o Gust Delaware
Lewes, DELAWARE 19958

CLASS 5: dietary and nutritional supplements containing mushroom extract; nutritional supplement bars containing mushroom extract; powdered drink mix containing mushroom extract for use as a nutritional supplement

FIRST USE 10-19-2023; IN COMMERCE 10-19-2023

CLASS 30: protein-enriched coffee containing mushroom extract

FIRST USE 10-19-2023; IN COMMERCE 10-19-2023

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

SER. NO. 90-731,049, FILED 05-24-2021



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office



TROOP_00001

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

**Exhibit B of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

United States of America
United States Patent and Trademark Office

troop

Reg. No. 7,436,674

Registered Jul. 09, 2024

Int. Cl.: 5

Trademark

Principal Register

TROOP NUTRITION INC. (DELAWARE CORPORATION)

28635 Wagon Road
Agoura Hills, CALIFORNIA 91301

CLASS 5: dietary and nutritional supplements containing mushroom extract

FIRST USE 1-21-2022; IN COMMERCE 1-21-2022

The mark consists of stylized letters "TROOP" with the two "O"s in the word "TROOP" interlocking.

SER. NO. 97-753,680, FILED 01-13-2023



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

PUBLIC (REDACTED)

**Exhibit C of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

Erewhon C.A.R.E.'s Program - HABA

Create A Remarkable Experience

Dear Brand Partner,

We are excited to launch your product at Erewhon! With over 20,000 unique visitors to our stores daily, launching at Erewhon represents a critical point in the story for brands at all levels. Over the years, we have established countless brands that grow significantly, and we want your product to have that same level of success. Due to the volume of products we bring in, often it is hard for brands to reach their full potential at Erewhon. For your brand, which we are particularly excited about, we have established the *Create A Remarkable Experience Program*.

- Within the first month of launch, your product will be demoed by our exclusive demo partner, Grassroots
 - o With up to 5 brands for a duration of 2 hrs per location - [REDACTED]
 - o Additional standalone demos can be scheduled for [REDACTED] (+ brand can attend)
- Product on our online grocery service (so long as item is sold within the last 30 days per location); Erewhon pulls from Syndigo, so please make sure product imagery and health attributes are updated
- Strategic product placement for your brand (eye-level)
- Hand-painted, custom-designed shelf talkers (present for 6 months).
- New launch to be strategically managed for 120 days - after this time, a product or SKU can be discontinued due to poor sales; it is highly unlikely this will be the case, but it is at our discretion
 - o If action is not taken to help sales, we have the right to discontinue the product/brand
- A feature in our Erewhon Newsletter out to 70,000+ subscribers
- A dedicated, in-store brand ambassador ensuring your product is in-stock & properly placed - communication through the CAREs team
- Brand must join Erewhon Vendor Communications Chat
- Invaluable insights into the performance of your product at Erewhon via Erewhon Sales Dashboard for 90 days after launch. Please sign up *only once product is on shelf* [REDACTED]

Erewhon must be listed as a retailer on your website prior to CAREs engagement. We recommend subscribing to our Erewhon newsletter to keep up with your product being featured at erewhonmarket.com.

[REDACTED] After confirming enrollment in our program, we immediately get to work on your launch. For this reason, we cannot refund your program fee once committed. Payment must be received before any services will be performed. Additionally, grocery standard requires a freefill of 1 case per SKU per store as the initial order.

All CAREs fees must be paid within 48 hours of receipt of this document. Otherwise, you will have to resubmit for review.

Print, sign and date to confirm your participation in the program.

Stephanie
Name

Signature

info@trytroop.com
Billing Email

stephanie@trytroop.com
Contact Email

[REDACTED]

[REDACTED]

Erewhon Nowhere Partners LLC. Corporate Offices. 2430 E 11th St. Los Angeles, CA 90021

C.A.R.E. Questionnaire

Create A Remarkable Experience

The value of the C.A.R.E. Program lies in our ability to understand your brand's unique story so that we may better communicate it to our customers and sell your product.

Please **share your story with us on the next page**: your founder story, the inspiration behind the brand/brand name, how that translates to the SKU's you selected for the Program and any other details that you think are relevant to the Erewhon customer. As a part of your response, **highlight three points that you want communicated via your shelf talker** as well as *where* (in which department) you want to see your product (if applicable).

Please also pass along high-quality white box photos of all SKUs carried at Erewhon (under 2 MB, file name equates UPC/Item ID), as well as lifestyle photos of your product for WebCart and social media initiatives.

Finally, **Erewhon must be listed as a retailer on your website prior to your first day on CAREs.**

Please do not send anything partially completed. All must be complete in one submission.

-----**MUST INCLUDE BELOW**-----

Erewhon Nowhere Partners LLC. Corporate Offices. 2430 E 11th St. Los Angeles, CA 90021

Website: www.trytroop.com Instagram: @trytroop Facebook: [troop - Home \(facebook.com\)](https://www.facebook.com/trytroop)

Preferred placement in stores: with the mushrooms, with the supplements, in line at checkout, potentially end shelves

3 short bullets to appear on your shelf-talker (not open to revision once created): ex: gluten-free

- Organic fruiting body mushrooms grown in the US
- vegan
- Delicious all natural flavors

Please tell us your brand's story in the space below:

Troop was founded by two cousins during the pandemic. On the first day of COVID lockdown, Jake got into a horrible ski accident and shattered his leg, and in less dramatic news, Stephanie was furloughed from my job in hospitality. During lockdown, like most, the two were given the incredible gift of time and the opportunity to explore their passions. They had always been interested in mushrooms and Jake's mom would put them in their coffees, but the two never really knew *how* good they were for you.

During COVID, Jake and Steph were inspired by different books and movies, and decided to start growing their own lion's mane in the closet. They ended up doing a pretty good job and having a big yield! The cousins wanted to make something with their mushrooms and enjoy the experience of taking them, something they hadn't yet experienced. Jake had pill fatigue from taking so many pills for his leg and doesn't drink coffee, so he suggested making gummies.

Fast forward a year and a half and here is the troop you see today! The two dedicated themselves to creating not only the highest-quality product, but the most delicious. They scoured to find the most potent fruiting body extractions with mushrooms grown organically and sustainably in the US. Troop only uses natural flavors and their gummies are of course vegan, soy free and gluten free. The caliber of the product was something Steph and Jake wouldn't waiver on, as their motto is you don't have to sacrifice anything (including taste) to be healthy.

They came up with our three SKUs: lion's mane, reishi and super troop by looking at which mushrooms had the most tangible effects on the body, and the most research behind them to validate their efficacy. Lion's mane was the first product the cousins knew they needed as everyone should be taking it- it's been shown to protect your brain against neurodegeneration. Lion's mane hits a bit closer to home, as dementia runs in the cousins' family and when you live a life worth remembering, it's important to protect your memories.

Reishi is the Queen of Mushrooms and needed its own SKU for the myriad of benefits it has.

Erewhon Nowhere Partners LLC. Corporate Offices. 2430 E 11th St. Los Angeles, CA 90021

Lastly, Steph and Jake created the super troop for the person who wants a little bit of all the benefits, or the user who doesn't know where to begin with mushrooms. Whichever SKU you get, there's something for everyone. Benefits include boosting the immune system, increasing energy, promoting gut health, supporting a healthy cardiovascular system, increasing memory, cognitive function and stamina, maintaining healthy blood sugar and much more.

The duo's goal is to demystify mushrooms and make them approachable, and what better way than in a gummy? Troop is the technical term for a group of mushrooms that grows closely together, and with that said, they're setting out to create troops of their own and bring people together under the umbrella of living a healthy life without sacrifice.

Demo Confirmation

Your product will be demoed in the first month of your launch by Erewhon/Grassroots:

- 7 locations, 2 hours each demo
- with up to 5 brands at a table
- additional standalone demos: [REDACTED] (with option for brand to be present)

Any special considerations we should know when demoing your product: NA

Please reach out to [REDACTED] with any questions.

Communicating with Our Team

We are incredibly excited to partner with you for this month & the foreseeable future. If you ever need to reach our team, please reach out to [REDACTED] and we will get back to you within one business day.

We provide live updates regarding your demo's & product photos through our Drive platform. Please provide your primary contact email address where requested on the first page, and check back there for photo / demo feedback updates.

Submission Checklist

- I included my billing email (Page 1, signature line)
- I included the email at which I would like to receive updates (Page 1)
- I included my brand story
- I included my (succinct) shelf-talker bullet points
- I have included white box product photos of my SKUs with my submission (each file must be *under 2 MB*, and the file must be titled the UPC code)
- I have included lifestyle photos
- Erewhon is listed as a retailer on my website
- I have signed up for Erewhon Vendor Communications Chat
- ALL CAREs fees must be paid within 48 hours of receipt of this document.***

Otherwise, you will have to resubmit for review.

**Please do not send anything partially completed.
All must be complete in one submission.**

Thank you! We look forward to working with you for your feature month & the foreseeable future.

Erewhon Nowhere Partners LLC. Corporate Offices. 2430 E 11th St. Los Angeles, CA 90021

**Exhibit D of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

SHOP BY PRODUCT



Lion's Mane Mushroom Gummies for Focus/Memory

★★★★★ (143)

From \$45.00 USD

Choose options



Super Troop - 6 Mushroom Blend Energy/Immunity Gummies

★★★★★ (62)

\$45.00 USD

Add to cart



Reishi Mushroom Gummies for Destress/Sleep

★★★★★ (97)

\$45.00 USD

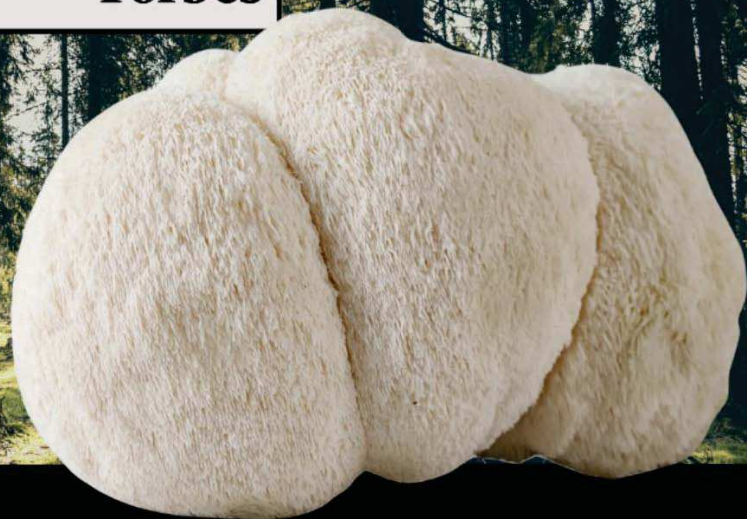
Add to cart

**Exhibit E of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

“The nerve growth effect of lion’s mane contributes to lessening anxiety and improving mood.”

Forbes



**THOUSANDS ARE NATURALLY
IMPROVING THEIR MOOD AND
LESSENING ANXIETY WITH
MUSHROOMS**

**Exhibit F of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**



The Gummy Game

Tasty chewables are booming, aiming to treat everything from mental fog to menstrual cramps. But are they really helpful? Or just delicious hype?

By Aja Mangum Photographs by Wenting Gu

66
Your new reading list

68
Why everyone's going to Cancun

70
Golf's remote-learning revolution

71
A wow moment in walnut

March 7, 2022

Edited by
Chris Rovzar

Businessweek.com

Cousins Jake Mellman and Stephanie Moyal are on a mission to mainstream mushrooms (the nonpsychedelic kind) by making them sweet and chewable. The idea for their company, Troop, was conceived during the early days of Covid-19—after Mellman shattered his leg in a ski accident, Moyal was furloughed from her hotel job, and the two moved in with his parents. “Stephanie had already been taking mushroom supplements, and I had not been super familiar, but I started to learn and wanted to take them,” Mellman explains. He was interested in their reported properties of enhancing energy, increasing mental clarity, boosting the immune system, and helping regulate stress response. But, he says, “I was taking so many pills from my injury that I just did not want to take any more.”

While recovering he figured others were probably ready to ditch their pills as well—so the pair decided to try gummifying mushrooms to make them “approachable and relatable.”

Troop was launched on Feb. 2, 2022, with the stated goal

of “putting the ‘fun’ in fungi.” The pair started out with peachy-mango-flavored Lion’s Mane (energy and mental clarity), mixed-berry Reishi (calm), and strawberry passion fruit Super Troop, a gummy to treat overall health and well-being that blends reishi, chaga, and turkey tail mushrooms, plus cordyceps, a fungus (all cost \$45 per bottle).

In a January report released by market-research and consulting firm InsightAce Analytic Pvt Ltd., the global beauty ingestible market was valued at \$3.3 billion in 2021 and was expected to reach \$8.3 billion by 2030.

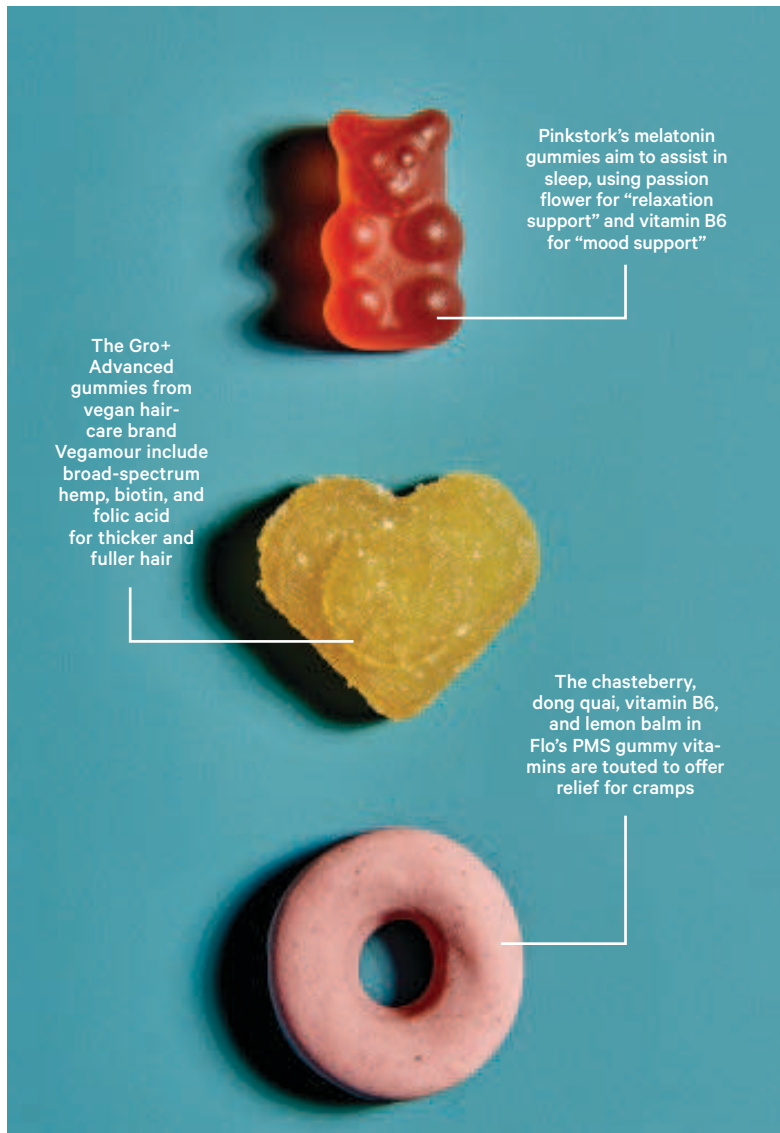
Now that consumers are drinking and nibbling their way to plump skin and strong nails, many wellness brands are attempting to liven up a space filled with powders, capsules, and tablets the size of horse pills with tiny, tasty gummies. “It almost feels like a treat, especially for people who take several pills a day,” says celebrity nutritionist and author Kellyann Petrucci. “Big companies have done a great job with taste and have brought people into the gummy market that previously weren’t.” Because the usual dosage is one or

two gummies a day, it can turn pill-popping into a small indulgence.

Embody, which entered the market in June 2020, offers what it says is the “world’s first retinol gummy” (\$28). “Our philosophy with Embody is to make skin care delicious and a good time,” says founder and Chief Executive Officer Jenn Chung. The line has sold a little more than 20,000 units since making its debut. The company recently introduced the S.O.S. gummy to soothe dry, itchy skin.

It seems like now there’s a gummy for everything. Foolproof Body’s Kiss UTI Goodbye cranberry chewable (\$25) advertises a formula that helps maintain a healthy urinary tract system. O Positiv offers a strawberry gummy with chasteberry, the herb dong quai, vitamin B6, and lemon balm (\$27) for PMS-related cramps, acne, and mood swings.

But a fruity chew isn’t always the best ingredient vehicle, cautions Michael Murray, chief scientific adviser for IHerb LLC, an online marketplace for health and wellness products. “Gummies may be fine for providing small quantities of vitamins and



\$8.3b

Expected market size of the global beauty ingestible market, including gummies, by 2030



Martha Stewart Is Living for Gummies

The doyenne of domesticity is CBD's chewy champion

By Amanda Gordon

At a party in the East Garden of the Colony Hotel in Palm Beach, Fla., on Feb. 22, the cocktails came in coconut shells bearing garnishes of gummies in three flavors. Speared onto toothpicks, the coconut, pineapple, and mango candies were the latest offerings from Martha Stewart's line of CBD chewables.

"They're delicious," Stewart said, explaining that she'd sampled plenty of wellness gummies made by other companies and found them to be awful. She compared hers to the jellied treats served at the end of a fine French meal. "They're like pâtes de fruit. We got it down almost perfectly," she said. "There's no aftertaste, no bitterness."

The trio of new flavors make up the Tropical collection, which joins Citrus, Berry, and Harvest (a medley of green apple, Concord grape, and pomegranate gummies). The cost for a 30-piece jar is \$35, or \$1.10 per gummy.

"I wouldn't say you use these for entertaining," said Stewart, 80, looking across the party at blond socialites chewing among lemon trees. "It's not replacing the fine chocolates on your table at the end of a fancy dinner.

These are therapeutic, relaxing and useful, and nonmedicinal, which is what I go for. I'm not on a stack of medicines."

Stewart first joined an advisory board of the product's

maker, Canada-based Canopy Growth Corp., four years ago. The gummies, which were introduced in September 2020, have become a juggernaut. They're now sold in 5,000 stores, including Wegmans and Vitamin Shoppe.

The timing is good.

"It's helpful for the stress of the pandemic, and it's helpful at all times," Stewart noted. "There are plenty of stresses these days—read the headlines."

"What Martha has done is to make people feel safe coming into the category," said David Klein, chief executive officer of Canopy. "Martha's made a career out of helping people live well. It ends up being like a vitamin."

Stewart said that later this year she'll introduce "amped-up gummies with a higher dosage of CBD that will help you sleep," among other solutions. She doesn't cook with them, she said, but she does cook with the CBD oils she offers with Canopy and suggested the lemon oil would be great to flavor a cake. At night she takes two or three drops of the CBD orange or lemon oil. "I sleep nicely," she said.

"We have dog therapeutics, too. They are not treats, exactly, they are useful bites," she explained. The chicken-and-cranberry chews are for calming, while the chicken-and-blueberry ones aid mobility.

Has Stewart tasted the doggy chews herself? "Of course!"

other lower-dosage ingredients, but they cannot provide meaningful levels of major minerals and many other nutritional compounds," he says.

Melatonin, for example, is generally recommended at a dosage of 3 milligrams, and that easily fits into a gummy. "But for something like glucosamine, with a daily dosage of 1,500 milligrams, taking a gummy just doesn't make sense," Murray says. Consumers should know the effective dosage for the nutrients and supplements they're taking or risk not seeing adequate results.

And like your mother always warned you, too much candy isn't good for you. Many gummy supplements contain 2 to 8 grams, about 2 teaspoons, of added sugar per serving, so those in the market should be mindful of intake. The American Heart Association recommends limiting added sugar to 36 grams per day for men and 25 grams per day for women—a limit that can easily be exceeded before breakfast with six gummies treating various conditions.

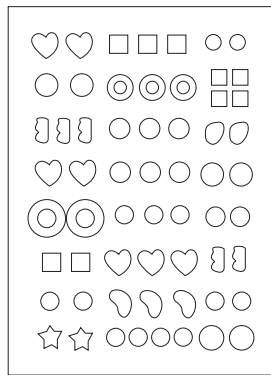
According to certified nutritionist Hillary Bennetts, such sweeteners as erythritol are gaining popularity for being sugar-free. But they can cause gas, bloating, and other gastrointestinal discomfort.

Some dental professionals are wary as well. Dr. Sharon Huang of Les Belles NYC, a woman-founded and -led dentistry practice, equates a gummy to chewing taffy. "Not only is it a lot of sugar, it's also sugar that sticks to the teeth, it sticks to the grooves, and sticks to the surface," she says. Dr. Nammy Patel, who operates Green Dentistry in San Francisco, is particularly concerned with the sleep aids. "If the supplement you are taking makes you sleepy," she says, "you won't get up to brush your teeth, leading to bad oral hygiene and all that comes with it, like tooth decay and gum disease."

Many experts agree that a high-quality, low-sugar gummy with no artificial flavors or color can offer functional benefits for the pill-averse. But as with most things, moderation is key, and miracles are hard to come by. **E**

FROM OPENING PAGE Top row: Baebody collagen gummy vitamins for skin; Sagely Naturals Drift & Dream gummies; Trywell biotin supplement for hair, skin, and nails. **Second row:** Embody S.O.S. gummies for itchy skin; Flo PMS gummies for cramps; Standard Dose Day + Night Delights for mental balance and sleep. **Third row:** Sunday Scaries CBD gummies for calm; Oilly probiotic and prebiotic gummies for digestion; Trywell hair, skin, and nails supplement. **Fourth row:**

Vegamour Gro biotin gummies for hair; Oilly Extra Strength Elderberry for immunity; Oilly Swift Energy gummies. **Fifth row:** Oilly metabolism gummy rings; Trywell omega-3 and DHA supplement for heart health; Trywell Daily Immunity Elderberry. **Sixth row:** Sagely Naturals Calm & Centered CBD gummies; Vegamour Gro+ Advanced gummies for hair; Pinkstork melatonin gummies for sleep. **Seventh row:** Beyond Fresh apple cider vinegar gummies for immune and digestive health; Trywell vitamin C supplement for skin; Oilly Sleep gummies. **Eighth row:** Hairtamin gummy stars for hair; Sunday Scaries vegan AF CBD gummies for stress; Embody retinol gummies for skin.



**Exhibit G of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

A SPECIAL EDITION OF **WWD**

BEAUTY **W**INC

THE
ICON
ISSUE

SUPERSTAR
GWEN STEFANI'S
MAJOR MAKEUP
MOMENT

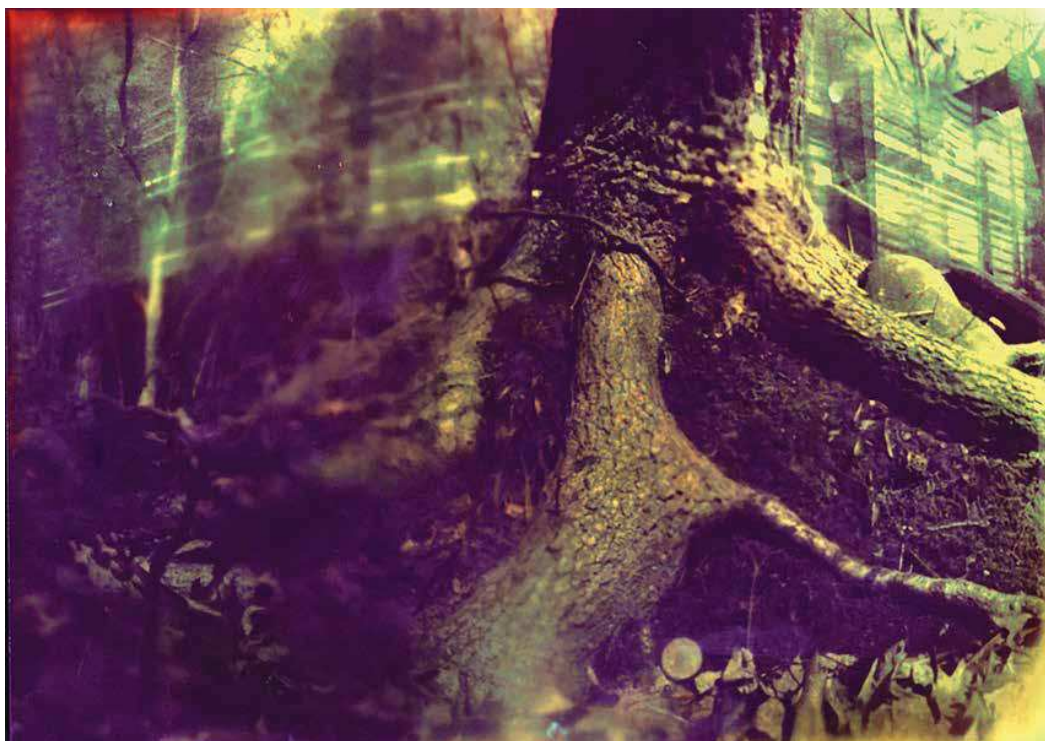
◆
THE 100
GREATEST
FRAGRANCES
OF ALL TIME

◆
MASTERING THE
METAVERSE



THE AGE OF EXPERIMENTATION

Psychedelics like psilocybin, ketamine and MDMA are revolutionizing mental health therapies. Can beauty be far behind? BY JAYME CYK



PSYCHEDELIC-ASSISTED THERAPY is revolutionizing mental health, helping patients heal from depression, anxiety, PTSD and even eating disorders and quitting smoking. So how does that trickle down to mainstream beauty and wellness product development?

In 2020, Oregon passed Measure 109, allowing adults 21 and older to use psilocybin mushrooms in supervised and licensed therapy sessions. Analysts predict it won't be long before other states follow suit. Already, both psychedelic-assisted therapy with psychedelics like psilocybin, ketamine and MDMA, and microdosing, ingesting trace amounts of psilocybin, are being embraced by universities, wellness centers and venture funds with interest especially high among Gen Z and Millennials.

"The idea of microdosing has become well-known among Gen Z and Millennials and, in many ways, is already accepted by these generations even if laws haven't caught up," said MaryLeigh Bliss, chief content officer at YPulse. She added 68 percent of young people have heard of microdosing and 52 percent say they're interested in trying microdosing like LSD or magic mushrooms if it helps their mental health or overall wellness.

In the last couple of years, health centers like Field Trip, Mindbloom and a slew of others have opened, where therapists utilize psychedelics as a catalyst for self-discovery and healing.

According to Field Trip, which has locations in the U.S., Canada and Europe, their clients go from severe depression to mild depression and from severe anxiety to mild anxiety, following a treatment program, usually four or so ketamine-assisted therapy sessions. "Psychedelics tend to be rapid-onset antidepressants," said Ronan Levy, executive chairman. "Within about 45 minutes of administration, people feel better because there's a large serotonin release. They often report revisiting or re-experiencing past traumas and get to look at them from a new lens, with a degree of objectivity."

Levy said ketamine, psilocybin and most of the classic psychedelics create "neuroplasticity"

"So your brain starts growing new neural synapses," he said. "During that window, usually for about a week or two after a psychedelic experience, people are able to adopt new habits, new perspectives and new outlooks."

Levy added that the next generation of psychedelic-assisted therapies will evolve via technology as more people are looking at ways

the body responds to certain types of music and sounds and how they can be used to enhance a psychedelic experience or even induce a psychedelic experience without any drugs.

While he doesn't envision psychedelics to be sitting on the shelves at Sephora, Levy believes the evolution of psychedelics will look similar to Planet 13 in Las Vegas. "It's the world's largest cannabis dispensary with a restaurant. I foresee a world where there will be psychedelic spas that will have training and licensing requirements. It would be like a cannabis dispensary. Not in terms of physical layout, but with certain safety and security protocols in place."

Mindbloom, which is based in New York, facilitates at-home ketamine therapy via telemedicine. The platform has more than 200 providers and treatments cost \$110 to \$190 per session. "Much of the psychedelic medicine market is focused on developing new compounds and bringing psychedelic medicines to market," said Dylan Beynon, founder and chief executive officer of Mindbloom. "For example, the Multidisciplinary Association for Psychedelic Studies, or MAPS, is in phase three trials of MDMA for the treatment of PTSD — the final phase of research required for FDA approval. As more of these medicines are approved in the next decade, patients will benefit from a broader array of treatments."

Venture capital is being poured into psychedelic treatments and funds are being built to support the burgeoning category. "In terms of beauty or consumer products, this is a very exciting time because the possibilities are literally endless," said Jennifer Pereira, founder of The Bloom Fund. "The minute that female innovators grasp the market potential, we're going to start to see a lot more. Microdosing is probably the next big medicinal revolution of our generation. Can you microdose and still be fully sober? The answer is yes and no. This is where it goes beyond legality. It comes down to user safety. And we don't have a way of ensuring that the consumer can stay safe even at trace amounts because each person's chemistry is so individual."

Pereira noted that she would love to see a fungi face cream infused with psilocybin that is easily absorbed and could be healing from the inside out. "I'd like to see a dispensary model like cannabis so that there is regulation and control and more care and intention with distribution," she added. "The ultimate and best would be a wellness center with specific protocols."

Similarly, Delphi, a fund with a vision to invest in founders who are changing the face of regenerative farming and holistic health, is raising \$50 million to fund companies, both in developing new therapies, care delivery and how medicine gets to people.

"If you asked us 12 months ago what the future of consumer or recreational psychedelics would be, we would've said, that's easily five years away before

Inside FieldTrip's Vancouver location.



FROM LEFT: A SuperMush tincture; Troop gummies.

we can even have a conversation about access to microdose, macrodose products or general access to psychedelics,” said Pip Deely, cofounder and general partner at Delphi VC. “We’re interested to see how new products come onto market in places that are decriminalized because when there’s decriminalization it opens the market to grow and experiment. It’s still pretty murky about how commercial ventures are going to be handled.”

That’s beginning to change, though, Deely said. “In the gray market, we’ve seen an amazing explosion of new product development. People are using regulatory loopholes to bring products to market using Instagram and social media to reach an audience directly,” Deely noted. “The product innovation here is enormous and it owes a lot to what we’ve seen in cannabis.”

To that end, Canadian microdose brand, Kind Stranger, is able to ship within Canada, given that market is a bit gray. Additionally, functional mushroom brands that use non-psychoactive mushrooms like chaga and reishi, among others, are excited about the future of psychedelics and are keen to explore the category when it becomes legal.

SuperMush, a functional mushroom brand that sells daily mouth sprays for immunity, energy and mood, just formed the paperwork to start a nonprofit focused on psilocybin and microdosing in hopes of having an impact on public policy. “We hope to reframe a lot of the microdosing supplements out there as wellness supplements,” said Alli Schaper, cofounder of SuperMush. “Right now how public policy is being shaped, a lot of people think that psychedelics are going to become legalized for consumer use. That’s not the path. It’s only macrodoses at service centers. So we’re starting this microdosing collective to raise awareness and education specifically around microdosing.”

Another brand interested in psychedelics is Troop, a gummy wellness brand blended with six different functional mushrooms, including lion’s mane, reishi, chaga, cordyceps and turkey tail. “A huge theme of Troop is demystifying mushrooms,”

A Mindbloom at-home kit.



said cofounder Jake Mellman. “We want to make mushrooms approachable. When we say we have a mushroom gummy, consumers automatically ask us, are we going to trip? We want to show people that you can approach mushrooms in a fun and friendly way. We believe that will also lead to more understanding of the psychedelic side as well.”

YPulse’s data shows that Gen Z and Millennials are interested in products infused with microdoses of psychedelics. In fact, 36 percent said they would be interested in gummies or candy with a tiny amount of a psychedelic drug as an ingredient, nearly the same number who say they’re interested in CBD gummies.

Jamaica is a hot spot for consumers to flock to try psychedelics and several universities like the University of the West Indies and the University of Technology are getting involved with clinical trials and the development of products. “The government has taken the position of supporting the development of products and making it legal,” said Terri Smith, CEO of Wake Network. “You

can participate in everything from digesting wet mushrooms to making products or putting it in food. As long as you’ve done all the registrations, you don’t have to hide it.”

Smith added there are a lot of people looking at different ways of blending psilocybin mushrooms and psychedelics with other types of medicinal mushrooms. She even noted that face masks are underway. “There is a very important role in the psilocybin industry for women,” Smith said. “As women, we need to make sure that we stake our place in this new industry. It’s not easy when you are a woman of color or a young woman because, as usual, the dominant players are the guys that are coming with cannabis startup money.”

Meanwhile, it’s estimated that the U.S. spends about \$250 billion a year on mental health treatments and ancillary services. “The impact of what we’re seeing with psychedelics is significant,” Levy said. “The psychedelic renaissance that we’re experiencing is going to be the most impactful social and cultural force of the next 30 to 50 years.”

**Exhibit H of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**



Digital



People
NUESTRA HISTORIA SIGUE EN LA WEB

¡Papito!

Pamela Silva pone fin al secreto y presenta al padre de su pequeño Ford, el empresario canadiense Jordan Siberry. Pero, ¿son pareja? Más información y fotos únicas en Peopleenespanol.com.



COLOCA LA CÁMARA DE TU MÓVIL PARA LEER LA HISTORIA

AMOR DEL BUENO

La modelo y empresaria colombiana Daniela Ospina y el actor venezolano Gabriel Coronel compartieron en exclusiva detalles de su noviazgo, que todo indica terminará en boda. Visita nuestra web para más detalles.

HONGOS FABULOSOS

Los hongos marcan tendencia por su poder antioxidante y energético. Te traemos varios productos que los contienen en su fórmula.



SÍGUENOS

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- [@peopleenespanol](https://instagram.com/peopleenespanol)
- pinterest.com/peopleenespanol
- youtube.com/peopleenespanol
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DE ARRIBA ABAJO: JESUS CORDERO; GATO RIVERO; CORTESÍA DE LA MARCA

**Exhibit I of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

PUBLIC (REDACTED)

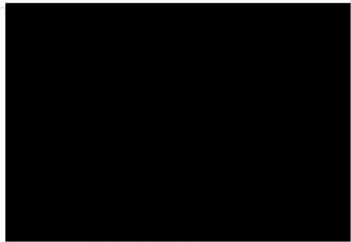
**Exhibit J of the Declaration of
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Opposition No. 91/287,431**

Aug 15, 2023	FACEBK B4AQ5P7592	Professional services
Aug 13, 2023	FACEBK PDNWFQKS92	Professional services
Aug 12, 2023	FACEBK PD7DXPPR92	Professional services
Aug 11, 2023	FACEBK TAHRPP7592	Professional services
Aug 10, 2023	FACEBK 483B9QXR92	Professional services
Aug 9, 2023	FACEBK SUPB8QXR92	Professional services
Aug 8, 2023	FACEBK KSKJ5RPS92	Professional services
Aug 7, 2023	FACEBK CVDFQPTR92	Professional services
Aug 6, 2023	FACEBK 6UR55RTS92	Professional services
Aug 5, 2023	FACEBK RTPJNPTR92	Professional services
Aug 3, 2023	FACEBK AZLAZP3592	Professional services
Aug 2, 2023	FACEBK NVJ6SPBS92	Professional services
Jul 31, 2023	FACEBK SQVXQPBS92	Professional services
Jul 30, 2023	FACEBK NZLQCP7592	Professional services
	FACEBK BR8BHPTR92	Professional services
Oct 29, 2023	TIKTOK	Professional services
Oct 28, 2023	TIKTOK ADS	Professional services
Oct 27, 2023	TIKTOK ADS	Professional services
Oct 26, 2023	TIKTOK	Professional services
	TIKTOK	Professional services
Oct 25, 2023	TIKTOK	Professional services
	TIKTOK	Professional services
	TIKTOK	Professional services



Sample Distribution Program Order



Date	April 27, 2022	Program Code	TROO-MAO-22.07
Program sponsor	May Media Group, LLC		
Program	Moms Meet Sampling Program		
Advertiser	troop		
Billing address	[Redacted]		
Billing Contact	Stephanie Moyal		
Billing contact email	stephanie@trytroop.com	Contact phone #	[Redacted]
Primary contact	Stephanie Moyal		
Primary contact email	stephanie@trytroop.com	Contact phone #	[Redacted]
Program Type	Group Sampling Program with Online Retail Drive		
Product	Reishi		
Timing	July 2022		
Program size	200 Groups (4,000 samples). Plus, an additional 3% overage to be used for replacement kits as needed, and one kit for May Media Groups' legal department (total 7 extra kits or 140 samples).		
Mom Ambassador gift	To Be Determined		
Filters	(1) Groups with moms who shop online		
Net Rate	[Redacted]		
Payment terms	Full payment due by May 12, 2022		
Other	Net Rate does not include manufacturing, purchasing, printing, shipping or handling of samples, Mom Ambassador gift, coupons, discount codes, brochures/information sheets, or collateral materials related to this program.		
Materials due date	May 12, 2022 (e.g., product photo, text, website/social media links, etc.)		
Sales rep/contact info	Mitch Plotnick [Redacted]		

Program includes:

- Group Product Trial with Online Retail Drive
- Email Invitation to all U.S. Mom Ambassadors
- Sampling Guide instructions
- Features on MomsMeet.com include:
 - Homepage Slider (1 month)
 - Dedicated Brand Page
 - Dedicated Product Review Page
 - Rewards Quest (promoted in Rewards E-Newsletter)
- Product Review Survey
- Consumer Feedback Report
- Online discount-promotion code (promoted in Moms Meet Coupon Center for 3 months, and 1x in Coupon E-Newsletter)
- (1x) Feature in Better-For-You Buys E-Newsletter
- (1x) Social Media giveaway
- (2x) Social Media posts
- ROS banner ads on momsmeet.com

Added value:

- Buy Now buttons on Dedicated Brand Page and on Product Review Page that link to one e-commerce site.
- Rewards Center Sponsorship (50-100 items)
- Streaming Product Review widget for your brand's website (12 months).

Please sign below and email to [Redacted] to acknowledge acceptance:

 Advertiser Date _____ Date _____
 May Media Group LLC (Publisher/Program Sponsor)
 This contract is subject to credit approval and all orders are subject to the terms and conditions of May Media Group, LLC's distribution Terms and Conditions.

May Media Group LLC, 104 Centre Blvd. Suite A, Marlton, NJ 08053 Tel (856) 753-3800 Fax (856) 574-4996

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**Exhibit K of the Declaration of
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**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

ABBHEY PICKETT STUDIOS

October 25, 2021
Invoice No. 0047

INVOICE

Prepared for Troop Nutrition Inc • Project: Product Photography
Abbey Pickett • 949.243.4538

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
19 Styled Model Images 4 Styled Product Images 11 "Mushrooms on White" 6 Team Images 5 Merch Images			
<i>Art Direction and Production</i> <i>Digital Renders and Set Builds</i>			
<i>Photography and Lighting</i> <i>Day Rate</i>	3		
<i>Prop Styling</i> <i>Prop Sourcing & Styling Day Rate</i>	3		
<i>Post Production</i> <i>Professional Retouching for 45 photos</i>			
<i>Additional Editing Service</i> <i>Extra editor used to edit bottles (FIVERR)</i>			
<i>Usage</i> <i>License for Troop website, organic social media, email newsletters,</i> <i>and digital press/pr for 1 year (see license agreement for full details)</i>			
<i>Subtotal</i>			
<i>Discount</i>			
		GRAND TOTAL	

ABBHEYPICKETTSTUDIOS • ABBHEYPICKETT@GMAIL.COM • WWW.ABBHEYPICKETTSTUDIOS.COM


January 21, 2022 at 7:41 am from Troop Demo App


Fulfilled (1) #1039-F1 ⋮

Location
San Diego Fulfillment Center

Fulfilled
January 25, 2022

USPS Show more ▾

 [REDACTED] Delivered

 ¹ [Super Troop](#) \$36.00 × 1 \$36.00

1 Bottle
SKU: Gummies-1
Delivery every 30 Days
[View subscription](#)

Notes Edit

No notes from customer

Customer ×

[REDACTED]
[4 orders](#)

Contact information Edit

[REDACTED] 

No phone number

Shipping address Edit

[REDACTED] 

New York NY 10010
United States
[REDACTED]

[View map](#)

Paid

Subtotal	1 item	\$36.00
Shipping	Subscription shipping (0.626 kg)	\$0.00
Total		\$36.00

Paid by customer \$36.00

Billing address

Same as shipping address

Timeline Show comments

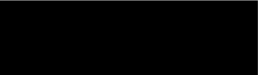
SOCIAL DISRUPT

INVOICE

c/o Kira Ziff



Bill To
TROOP NUTRITION
c/o Stephanie Moyal & Jake Mellman



Invoice # 109
Invoice Date 12/03/2021

DESCRIPTION	AMOUNT
December 1-31, 2021 Instagram and TikTok Marketing Fee	
TOTAL	

Check Details



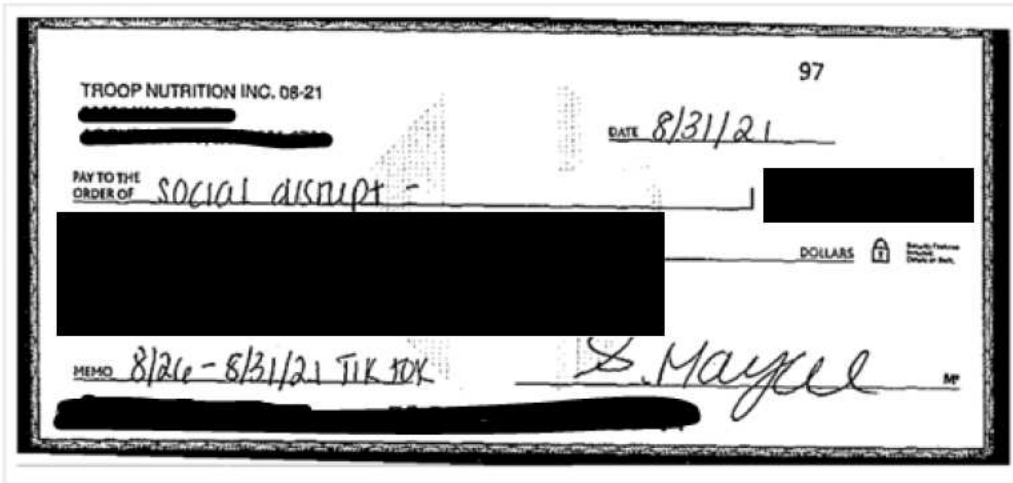
Total

Sep 1, 2021
Post date

97
Check #



Front Back



PUBLIC (REDACTED)

**Exhibit L of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

Carbon Box Media



INVOICE TO

Trytroop

DATE

December 11, 2023

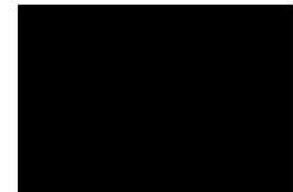
INVOICE

1301

DESCRIPTION

AMOUNT (USD)

Carbon Box Media Marketing Service



Creatives

TOTAL



AMOUNT DUE / USD



PUBLIC (REDACTED)

**Exhibit M of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**



ADVERTISING AGREEMENT

DISTRIBUTOR / SUPPLIER INFORMATION

Company / Brand Name: **TROOP**
 Distributors Name: **Pod Foods**
 Bill to Person's Name: **Stephanie Moyal**
 Phone Number: [REDACTED]
 BILLING EMAIL: stephanie@trytroop.com
 Billing Address: [REDACTED]

Rep's Contact Name: **Mindi Taylor**
 Email Address: [REDACTED]

PLEASE RETURN COMPLETED CONTRACT TO:

MIKE JOO: [REDACTED]
 Phone Number: [REDACTED]
 Address: [REDACTED]

VENDOR AGREEMENT

The Undersigned agrees to send payment to Bristol Farms/Lazy Acres/New Leaf for the monthly amount of co-op agreed herein within 30 days of receiving invoice, or payment will be automatically deducted from a subsequent invoice. **UNFI vendors with past due payments are submitted for collection with an additional fee per ad.

Authorized by (Vendor): S. Moyal
 Date: 3.29.23

MUST DATE AND SIGN - Your Signed/typed signature name indicates your authorization of this contract. All contracts must be signed.

PLEASE SELECT WHICH BANNER THIS CONTRACT APPLIES TO:

- LAZY ACRES MARKET NEW LEAF MARKET BRISTOL FARMS

NOTE: ONE CONTRACT MUST BE SUBMITTED PER BANNER

2023 AD MONTH	AD \$500	TPR \$350 ONLY	ENDCAP DISPLAY \$1,750	Item Selection	AD DISCOUNT 0%	SCAN BACK	TOTAL AD FEES	Select Payment Type			BUY-IN DATES		NOTES
								CHECK	CREDIT MEMO	THROUGH UNFI	Buy-In Start Date (Wellness Only)	Buy-In End Date (Wellness Only)	
JANUARY													
FEBRUARY													
MARCH				NEW ITEM SUBMISSION									
APRIL													
MAY													
JUNE		1		LINE DRIVE				x			5/24/23	7/4/23	
JULY													
AUGUST								x					
SEPTEMBER	1			LINE DRIVE							8/16/23	9/26/23	Mushroom Month!
OCTOBER													
NOVEMBER		1		FREE LINE DRIVE????							10/25/23	12/5/23	
DECEMBER													

[REDACTED]

TOTAL ADVERTISING COMMITMENT:

PUBLIC (REDACTED)

**Exhibit N of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

Independent Contractor Agreement

-Videography Services-

This Independent Contractor Agreement (the “**Agreement**”) is entered into February 11, 2022 (the “**Effective Date**”), by and between Troop, represented by Stephanie Moyal and Jake Mellman, with an address of [REDACTED], (the “**Client**”) and Niaz Uddin, with an address of [REDACTED], (the “**Contractor**”), individually referred to as “the **Party**” and collectively “the **Parties**.”

BACKGROUND:

The Contractor is a photographer, filmmaker, content creator and social media expert in the field of digital marketing for seven years. The Client requires the following work to be completed, and wishes to engage the Contractor to perform such work:

*Produce educational video about Mushrooms and Troop’s products, for social media such as Facebook, Instagram, Twitter and others channels.

THEREFORE, the Parties agree as follows:

1. **Services.** The Client requests and the Contractor agrees to perform the following specific Services (the “**Services**”):

- a. The Contractor will produce one educational video about Mushrooms and Troop's others products to be posted on different social media. The length of the video to be produced will be 10-15 seconds.

- b. (1) The Contractor will produce the highest quality digital video. (2). The Contractor will deliver the professionally produced video in a timely manner. (3). The Contractor will capture and master the images in digital format, complete with state of the art video editing capability. (4). The Contractor will have the video outputted in the format of Troop's choice.
- c. Should Troop dislike the video or should the video need changes, the Contractor will make three rounds of edits. Edits are what deemed reasonable.

The Contractor agrees to perform duties and tasks related to the Services as part of the Services. If additional Services, outside the scope of those Services set forth above, are required, the Parties will enter into a new agreement or amend this Agreement.

2. **Compensation.** The Client agrees to pay the Contractor, a sum of [REDACTED] [REDACTED] [REDACTED] in consideration of the videography services to be rendered by the Contractor. Should the Client request the Contractor to create a compilation or other material from the footage, the fees for this service will be provided to the Client at that time by the Contractor.

Payment should be made by the Client to the Contractor within seven days of completing the requested project. The project will be completed when the video is saved in Dropbox and the delivery communicated to the Client.

Payment methods accepted by the Contractor are [REDACTED].

No other fees and/or expenses will be paid to the Contractor unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Client in writing.

The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to

such compensation. The Contractor has the right of control over the method of payment for services.

3. **Term.** The Parties agree that this Contract shall commence on the above date and terminate on March 08, 2022. Said Contract may be extended and/or renewed by agreement of all parties in writing thereafter.

4. **Ownership of Work Product (the “Work Product”).** Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part the Contractor in connection with the Services will be the exclusive property of the Contractor. However the Contractor grants the Client permission for the unlimited usage of the Work Product by this agreement. This includes digital advertisements, physical advertisements, publications, and any other form of marketing usage. The term of use is indefinite. Contractor will have the right to post the material produced for Troop on his Instagram account as well: @neohumanity.

5. **Independent Contractor Relationship.** The Parties agree that the Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Contractor.

6. **Confidentiality.** The Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Client. Confidential Information shall mean all non-public information which constitutes, relates, or refers to the operation of the business of the Client, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Client, and any and all trade secrets, customer lists, or pricing information of the Client. The nature of the information

and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. This Agreement follows the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

7. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

9. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

10. **Disclaimer of Warranties.** The Contractor shall complete the Services for the Client's purposes and to the Client's specifications. The contractor does not represent or warrant that such services will create any additional profits, sales, exposure, brand recognition, or the like. The contractor has no responsibility to the client if the deliverables do not lead to the client's desired result(s).

11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

12. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

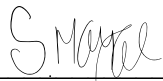
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.

15. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

SIGNATORIES. This Agreement shall be signed by Stephanie Moyal and Jake Mellman on behalf of Troop and by Niaz Uddin. This Agreement is effective as of the date first above written.

Client

Signed: 

Name: Stephanie Moyal - Troop

Date: _____

Signed: 

Name: Jake Mellman - Troop

Date: _____

Contractor

Signed: _____

Name: Niaz Uddin

Date: _____

PUBLIC (REDACTED)

**Exhibit O of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

Brokerage Agreement

This agreement dated, February 21, 2023, by and between Troop Nutrition, located at the address [REDACTED] hereinafter referred to a “*PRINCIPAL*” and Mindi Taylor, located at the address [REDACTED], hereinafter referred to as “*BROKER*”, has been revised and will confirm the appointment of *BROKER* as the exclusive representative for *PRINCIPAL* in the “Territory” as defined in this agreement.

These two parties, *PRINCIPAL* and *BROKER*, have agreed to enter into a business arrangement and with those intentions have entered into this Brokerage Agreement for the purpose of clarifying the terms of their arrangement and agreement. Both parties intend to be legally bound by these terms.

PRINCIPAL hereby appoints *BROKER* as its sole representative defined as follows:

1. Date: 2/21/23
2. “Territory”: The exclusive “Territory” within which *BROKER* will act as sole representative of *PRINCIPAL* is defined in Exhibit A. The “Territory” may be amended upon written agreement of both parties.
3. Class of Trade: Health Foods / Natural Foods
4. “Product” / Brand: Troop Nutrition
5. Compensation: [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
6. Broker/Principal Responsibilities: *BROKER* agrees to use its best efforts to obtain customers for, and sales of, the “Product” within the “Territory” and to service such customers and develop and expand markets for the “Product” within the “Territory” pursuant to independent efforts and plans established from time to time by *PRINCIPAL*. *BROKER* shall not be responsible for the payment or collection of delinquent accounts. *BROKER* agrees in all respects to observe the written rules and regulations of *PRINCIPAL* in respect to prices, terms, and conditions of sale. The *BROKER* shall keep the *PRINCIPAL* informed as to the general conditions that pertain to or affect the sales of its products. The *PRINCIPAL* shall keep the *BROKER* informed of any changes in its business that affects the representation of its products. *PRINCIPAL* will supply *BROKER* with adequate samples and sales materials, free of charge, and guidelines for promotional programs.
 7. Term: The duration of this agreement shall be indeterminate as it is expected by both parties that the relationship will be long and mutually successful. Either party may terminate this contract with thirty (30) days written notice. At the termination of this agreement, a final accounting shall be made between parties. The *PRINCIPAL* shall pay commissions on all orders in-house at the time of the termination, including any which may be shipped after the termination date.
 8. Agency Independence: The *PRINCIPAL* and the *BROKER* agree that neither the *BROKER* nor its employees shall **not** be considered employees of the *PRINCIPAL*. The *BROKER* will serve as an independent contractor and be responsible to pay all applicable employment taxes. Neither party shall be liable or accountable for any obligations incurred by the other except as specified by written agreement, it being specifically understood that the respective businesses of each of the parties shall be operated separate and apart from that of each other.
 9. Indemnification: If any claim or action be made or filed against *BROKER* or *acting Sub-Brokers*, claiming loss or injury of any nature whatsoever, as a result of defect in merchandise, purchase or use of any product manufactured, produced, or distributed by *PRINCIPAL* or for actions by any employee of *PRINCIPAL*, the *PRINCIPAL* agrees to defend, hold harmless and indemnify *BROKER* from any and all loss or damage, costs and expenses, including legal fees, incurred by *BROKER*. This will extend beyond the life of the contract.
 10. Arbitration: Any dispute arising between both parties with respect to any of the terms in this agreement shall be adjudicated by arbitration.

The signatures below attest that both parties have read and agree to the terms of this contract and fully understand the facts and are aware of their legal rights and obligations and that each is signing this agreement freely and voluntarily and intend to be bound by its terms.

BROKER: Mindi Taylor

Signature: _____ Date: _____

PRINCIPAL: Stephanie Moyal

Signature: SMoyal _____ Date: 2/21/23

EXHIBIT A

Brokerage Agreement between Mindi Taylor (*BROKER*) and (Vendor) (*PRINCIPAL*).

“TERRITORY”:

San Luis Obispo County, Santa Barbara County, Ventura County, Los Angeles County, Kern County, Orange County, San Diego County and parts of San Bernardino County including the Inland Empire.

BROKER Initial _____ Date _____

PRINCIPAL Initial: SM Date: 2/21/23

PUBLIC (REDACTED)

**Exhibit P of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**

Showfields NY

350 Lafayette Street
New York, NY 10012



SHOWFIELDS

The MOST INTERESTING STORE In The World

INVOICE

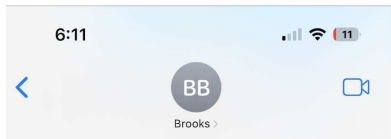
BILL TO
Stephanie Moyal
Troop Nutrition

INVOICE NY0001114
DATE 04/15/2022
DUE DATE 04/18/2022

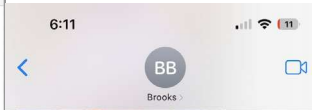
DATE	DESCRIPTION	AMOUNT
	New York	[REDACTED]
	New York	[REDACTED]
BALANCE DUE		[REDACTED]

**Exhibit Q of the Declaration of
Ms. Stephanie Moyal**

**Troop Nutrition, Inc. v. BW Essentials, LLC
Opposition No. 91/287,431**



Someone ripping you + Shroomy



Someone ripping you + Shroomy

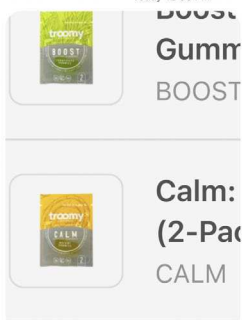
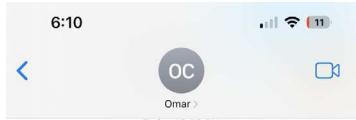


They had a booth at the LA marathon expo

Ya I know theyre completely ripping us off

They look like trash

Tue, Mar 21 at 9:42 PM



You see these guys ?

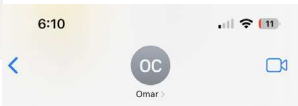
I told them too similar to you hah

Oh they approached you!

Thanks for saying no!!

Yes they mailee me samples

You know who it is ?



You see these guys ?

I told them too similar to you hah

Oh they approached you!

Thanks for saying no!!

Yes they mailee me samples

You know who it is ?

Ya we have lawyers on it

They don't know that tho

Ok haha. Way to close. Same font even

Fucking assholes

Literally ripped us off completely

I wont carry

You're the best

Delivered

iMessage

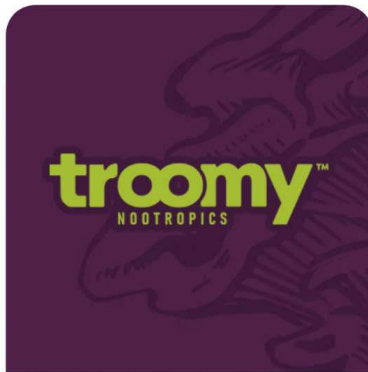
7:14 55%
Zak >

the issue and what caused it

Amazing thanks zak

I'll send you samples once they come

Feb 25, 2023 at 5:17 AM



Adaptogenic Mushroom Gummies - Find Your "True Me"

troomy.com

This you guys? Looks like almost the same typeface

Feb 25, 2023 at 8:37 AM

Lol no they copied u

iMessage

7:14 55%
Cassie >

Wed, Jul 19 at 7:09 PM

These guys basically copied you or no?



Mushroom Gummies

troomy.com

Saw them on Amazon

The logo is almost exact

Thu, Jul 20 at 9:52 AM

Is our meeting at 10 or 10:30?

I'm confused lol sorry

oh I know I saw those fuckers

We filed a cease and desist and try to kick them off amazon

iMessage

