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BEIJING TONG REN TANG (USA), CORP.
7

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

JCS

CV 09

0882

12 BEIJING TONG REN TANG (USA), CORP., a
California corporation,

Case No.

13 Plaintiff,

COMPLAINT FOR FEDERAL
UNFAIR COMPETITION, FALSE
DESIGNATION OF ORIGIN,
AND FALSE ADVERTISING;
STATE LAW UNFAIR
14 COMPETITION AND FALSE
15 ADVERTISING; COMMON LAW
16 TRADEMARK INFRINGEMENT;
AND INJUNCTIVE RELIEF

14 v.

15 TRT USA CORPORATION, a California
16 corporation, GUANGMING SUN aka GEORGE
17 SUN, an individual, MEI XU, an individual,
18 PENGTAO ZHANG aka JOHN ZHANG, an
individual,

18 Defendants.

19
20 Plaintiff, Beijing Tong Ren Tang (USA), Corp. ("Beijing TRT USA"), as its complaint
21 against TRT USA Corporation ("TRT-USA"), Guangming Sun aka George Sun, Mei Xu, Pengtao
22 Zhang aka John Zhang, (collectively "Defendants"), alleges as follows:

23 1. This is an action against Defendants for unfair competition, false designation of
24 origin, and false advertising in connection with Defendants' use of the TONG REN TANG
25 trademark and the BEIJING TONG REN TANG trade name, which are identical to Plaintiff's
26 TONG REN TANG trademark and BEIJING TONG REN TANG trade name in violation of the
27 Lanham Act, 15 U.S.C. §§ 1051 – 1127, California Business & Professions Code §§ 17200, *et*
28 *seq.*, 17500, *et seq.*, and common law.

PARTIES

1
2 2. Plaintiff Beijing TRT USA is a corporation duly incorporated under the laws of the
3 State of California with its principal place of business at 912 Clement Street, #C, San Francisco,
4 CA 94118. Beijing TRT USA is a wholly owned subsidiary of Beijing Tongrentang Co., Ltd.,
5 which is a subsidiary of China Beijing Tongrentang Group Co., Ltd (“Beijing TRT Group”), a
6 manufacturer of traditional Chinese medicines since 1669. Beijing TRT USA is the U.S.
7 distributor of Beijing TRT Group’s traditional Chinese medicines. These products are marketed
8 under the TONG REN TANG and BEIJING TONG REN TANG trademarks (collectively, the
9 “TONG REN TANG Trademarks”), as well as the BEIJING TONG REN TANG trade name.

10 3. Upon information and belief, Defendant TRT-USA is a corporation incorporated
11 under the laws of the State of California with its principal place of business at 20432 Silverado
12 Avenue, #210, Cupertino, California, 95014. TRT-USA is in the business of marketing and
13 selling traditional Chinese medicines. TRT-USA is using the TONG REN TANG Trademarks in
14 connection with the marketing and sales of these medicinal products.

15 4. Upon information and belief, Defendant Guangming Sun aka George Sun (“Sun”)
16 is an owner, founder, director, general manager and Vice President of TRT-USA, and currently
17 resides in the State of California.

18 5. Upon information and belief, Defendant Mei Xu (“Xu”) is a founder, President,
19 Chief Executive Officer, Secretary, and Chief Financial Officer of TRT-USA, and currently
20 resides in the State of California.

21 6. Upon information and belief, Defendant Pengtao Zhang aka John Zhang (“Zhang”)
22 is an owner, director, and general manager of TRT-USA, and currently resides in the State of
23 New York.

JURISDICTION

24
25 7. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121 (action
26 arising under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1338(a) (any
27 Act of Congress relating to trademarks); 28 U.S.C. § 1338(b) (action asserting claim of unfair
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1 competition joined with a substantial and related claim under the trademark laws); and 28 U.S.C.
2 § 1367 (supplemental jurisdiction).

3 **VENUE**

4 8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c) because
5 TRT-USA's principal place of business is within this district and TRT-USA transacts business
6 within this district. In addition, venue is proper because Beijing TRT USA's principal place of
7 business is in this district, Beijing TRT USA has suffered harm in this district, and a substantial
8 part of the events or omissions giving rise to the claim occurred in this district.

9 **INTRADISTRICT ASSIGNMENT**

10 9. Intradistrict assignment to the San Francisco Division is appropriate pursuant to
11 Civil L.R. 3-2(c), as a substantial part of the events which give rise to the claims as alleged herein
12 occurred in San Francisco, California where the plaintiff resides.

13 **ALTER EGO ALLEGATIONS**

14 10. Plaintiff alleges on information and belief that there exists, and at all times
15 relevant herein existed, a unity of interest and ownership between the Defendants Zhang, Sun,
16 and Xu (collectively "Individual Defendants") and TRT-USA, such that any individuality and
17 separateness between the Individual Defendants and TRT-USA has ceased.

18 11. Plaintiff is informed and believes, and there upon alleges that Individual
19 Defendants have improperly managed, controlled, and dominated Defendant TRT-USA, as their
20 alter ego, agent and instrumentality.

21 12. Upon information and belief, TRT-USA was established, and has at all relevant
22 times been run and operated, by Sun and Xu. Zhang became director and shareholder of TRT-
23 USA in or around 2006.

24 13. Upon information and belief, TRT-USA has never issued public shares and is a
25 closely-held corporation owned entirely by Sun and Zhang.

26 14. TRT-USA distributes traditional Chinese medicine and otherwise conducts
27 business under the direction of Individual Defendants and individuals acting on their behalf.
28

1 14,000 employees, and over \$1,000,000,000 in annual sales for its TONG REN TANG line of
2 traditional Chinese medicines.

3 20. As part of these efforts, Beijing TRT Group undertook a campaign to secure broad
4 trademark protection for TONG REN TANG trademarks. It was the first Chinese company to
5 secure a registration in Taiwan and the first Chinese company to take advantage of the Madrid
6 Protocol system to secure international trademark rights, and now has rights in TONG REN
7 TANG trademarks in over fifty countries outside of China, including Algeria, Armenia, Australia,
8 Austria, Bulgaria, Benelux, Canada, Denmark, Germany, Egypt, European Community, Finland,
9 Hong Kong, Iceland, Spain, France, Switzerland, Hungary, Italy, Japan, Kyrgyzstan,
10 Liechtenstein, Macao, Morocco, Monaco, Moldova, Myanmar, New Zealand, North Korea,
11 Norway, Philippines, Portugal, Romania, Russia, San Marino, Serbia, South Korea, Sudan,
12 Sweden, Taiwan, Tajikistan, the U.K., the U.S., and Vietnam.

13 21. In the United States, Beijing TRT Group owns three federal trademark
14 registrations: Registration No. 3535318 for TONG REN TANG® and Design in English and in
15 Chinese characters for cosmetic items, medicines, food and beverages; Registration No. 2242997
16 for TONG REN TANG® and Design in English and Chinese characters for traditional Chinese
17 medicines; and Registration No. 1785142 for TONG REN TANG® and Design in Chinese
18 characters for traditional Chinese medicines. Registration Nos. 1785142 and 2242997 are
19 considered incontestable by the United States Patent and Trademark Office. Attached hereto as
20 Exhibit A are true and correct copies of the three federal registrations for the TONG REN TANG
21 Trademarks.

22 22. Registration No. 3535318 is for the design mark shown below (hereinafter, the
23 “TONG REN TANG Design Mark”):



27 23. In the United States, Beijing TRT Group also owns three pending federal
28 trademark applications. First, Application Serial No. 78350655 for TONG REN TANG and

1 SINCE 1669 in English and in Chinese characters is for a variety of services, including retail and
2 wholesale distributorships, import and export agency services, health care services, medical clinic
3 services and pharmacy consulting services. Beijing TRT Group has filed a statement of use for
4 this application, which has been approved by the United States Patent and Trademark Office. A
5 registration will issue in due course. Second, Application Serial Nos. 77674666 and 77674667
6 are for TONG REN TANG and TRT. Both applications are for “a house mark for a full line of
7 traditional Chinese medicine” and they were both filed on the basis of use of each mark in the
8 United States.

9 24. In 1999, Beijing TRT USA was formed to aid in the marketing and distribution of
10 TONG REN TANG products in the U.S. Prior to the formation of Beijing TRT USA, TONG
11 REN TANG products were shipped to the U.S. from a subsidiary of Beijing TRT Group
12 beginning in 1993. In each instance, the products were shipped in bottles and other packaging
13 that clearly bore the TONG REN TANG Trademarks, including the TONG REN TANG Design
14 Mark, as well as a TRT mark. In addition, the TONG REN TANG products were shipped in
15 large cardboard boxes that bore a label with a large “TRT” on it. Because TRT is commonly
16 associated with TONG REN TANG, TRT was used on the cardboard shipping boxes to indicate
17 that the boxes contained genuine TONG REN TANG products. Subsidiaries of Beijing TRT
18 Group continue to use the same TRT labels on boxes of TONG REN TANG products that are
19 currently shipped to the U.S., including any shipments to Beijing TRT USA, TRT-USA,
20 wholesalers, and medical clinics selling traditional Chinese medicines.

21 **Defendant TRT-USA**

22 25. In early 2005, TRT-USA discussed with Beijing TRT USA the possible co-
23 development of up to 50 traditional Chinese medicines to be marketed to the acupuncture clinic
24 market. Over the course of the next several months, Beijing TRT USA worked closely with
25 TRT-USA and its Chinese manufacturer to develop the products. Beijing TRT USA researched
26 the U.S. market and selected the specific products to be jointly developed, provided TRT-USA
27 with manufacturing specifications for the products, wrote the copy for their labels, outsourced the
28

1 artwork for the labels, and wrote a communication to be sent to acupuncture clinics announcing
2 the availability of the jointly developed products.

3 26. In September 2005, after most of the co-development work was complete, Beijing
4 TRT USA and TRT-USA memorialized their arrangement and entered into a formal Cooperation
5 Agreement to develop and distribute products. At the time, Defendant TRT-USA was known as
6 Advantage United Corporation (“AUC”). Subsequent to the execution of the Cooperation
7 Agreement, AUC notified Beijing TRT USA that it changed its name to TRT USA Corporation.

8 27. After the first shipment of jointly developed products arrived in the U.S. in
9 October 2005, TRT-USA affixed the previously designed labels to the bottles. The labels
10 included the TONG REN TANG Design Mark as well as a notice that they were “distributed by
11 Beijing Tong Ren Tang (USA), Corp.” – the Plaintiff in this action. TRT-USA paid Beijing TRT
12 USA a royalty of \$6,000 from the net profits for the co-developed products that it sold.

13 28. On or about September 28, 2006, Beijing TRT USA entered into a new
14 Cooperation Agreement with TRT-USA (the “2006 Cooperation Agreement”), and on
15 November 21, 2006, Beijing TRT USA and TRT-USA entered into a General Representative
16 Agreement for Certain Products, pursuant to which TRT-USA marketed and distributed ten
17 specified Beijing TRT Group products that were supplied to it by Beijing TRT USA. The 2006
18 Cooperation Agreement differed from the 2005 Cooperation Agreement in that it allocated the
19 responsibilities of the parties differently and there was no set percentage for profit sharing. It
20 simply stated that the “parties shall separately consult with each other to determine the
21 proportions in which they will share profits from the sales of new products jointly developed by
22 the parties.” (2006 Cooperation Agreement, ¶ VII.)

23 29. No products were ever jointly developed under the 2006 Cooperation Agreement,
24 although the parties discussed several possible products.

25 30. In early 2008, TRT-USA approached Beijing TRT USA regarding their joint
26 marketing of a new product containing the fungus *ganoderma ludicum*—Royal Ganoderma
27 Ludicum—under the TONG REN TANG Trademarks (the “RGL Product”). Because the
28 proposed product was more expensive than most of the products that were then being sold by

1 TRT-USA, TRT-USA proposed to develop special packaging for the product that would include
2 the TONG REN TANG Design Mark on the packaging. On February 27, 2008, Beijing TRT
3 USA wrote a letter to TRT USA (1) confirming that Beijing TRT USA could add the TONG REN
4 TANG Design Mark on the product packaging to the left of the notice indicating that the product
5 was distributed by "Beijing Tong Ren Tang (USA), Corp." and (2) delegating to TRT USA the
6 task of designing and printing the packaging accordingly. Beijing TRT-USA did not consent to
7 any other use of the TONG REN TANG Design Mark in connection with the RGL Product and
8 did not consent to any use of the TONG REN TANG Marks for any ganoderma ludicum product
9 that was not manufactured by Beijing TRT Group. In fact, Beijing TRT Group already had
10 developed a ganoderma ludicum product, and it was Beijing TRT USA's understanding that
11 TRT-USA planned to use the TONG REN TANG Trademarks on packaging for a product that
12 would be sourced from Beijing TRT Group.

13 31. Subsequent to the February 27, 2008 letter delegating to TRT-USA the task of
14 designing and printing the packaging, TRT-USA informed Beijing TRT USA that the Beijing
15 TRT Group ganoderma ludicum product that it had planned to purchase from Beijing TRT USA
16 was too expensive and proposed to work with that Beijing TRT USA regarding the product that
17 would be sold in the RGL Product boxes. Although the parties agreed to work together on this
18 issue, they never again discussed which product would be included in the newly designed RGL
19 Product boxes.

20 32. In early 2008, tensions began to mount between Chuanli Zhou, Beijing TRT
21 USA's General Manager, and TRT-USA's founder and owner, Sun. The disagreements related to
22 the minimal amount of TONG REN TANG product that TRT-USA had been purchasing from
23 Beijing TRT USA. The amounts were so low that Mr. Zhou became suspicious that TRT-USA
24 was selling unauthorized products under the TONG REN TANG Marks, and he began to question
25 TRT-USA's overall business strategy.

26 33. On or around May 19, 2008, TRT-USA sent Beijing TRT USA a sample box for
27 the proposed RGL Product, seeking Beijing TRT USA's approval for the use of the TONG REN
28 TANG Design Mark. Mr. Zhou noted that that entire inside of the box was embossed with the

1 TONG REN TANG Design Mark, as well as the wording BEIJING TONG REN TANG in
2 Chinese characters and “since 1669” in English. Mr. Zhou immediately objected to the
3 packaging, informing TRT-USA that the packaging was “illegal” and could not be permitted. He
4 told TRT-USA that it could not use the proposed packaging for the RGL Product.

5 34. Also, in or about March 2008, TRT-USA approached Beijing TRT USA regarding
6 its intent to make a second “batch” of the previously developed group of products. Mr. Zhou told
7 TRT-USA that Beijing TRT USA must be able to control the manufacturing-related processes
8 and set the price, as Mr. Zhou was already suspicious that TRT-USA was selling unauthorized
9 products under the TONG REN TANG trademarks. TRT-USA did not agree to this, so Mr.
10 Zhou did not approve the second batch of products.

11 35. By June 2008, as a result of the rising tensions between the two men, Mr. Zhou
12 and Mr. Sun had a complete falling out and ceased speaking to each other, other than a few
13 communications regarding business-related matters

14 36. On July 4, 2008, Mr. Sun sent Mr. Zhou an e-mail message informing Mr. Zhou of
15 TRT-USA’s intention to order the RGL Product as well as a second batch of the group of
16 products that the companies had previously co-developed. Mr. Zhou telephoned Mr. Sun and told
17 him that he could not sell the RGL Product or another batch of the 36 co-developed products
18 under the TONG REN TANG trademark.

19 37. On July 21, 2008, Mr. Zhou traveled to China, where he stayed until returning to
20 the U.S. on October 18, 2008. In late July 2008, after he arrived in China, Mr. Zhou and Mr. Sun
21 spoke by telephone regarding the proposed RGL Product as well as the proposed second batch of
22 the group of products that the companies had co-developed. Mr. Zhou told Mr. Sun that TRT-
23 USA could not go forward with the manufacturing or marketing of any of the products under the
24 TONG REN TANG trademark.

25 38. In or about September 2008, while he was still in China, Mr. Zhou was told that
26 the RGL Product was in stores in the U.S. and he was asked if Beijing TRT USA was selling that
27 product in the U.S. In fact, Beijing TRT USA was not importing the RGL Product into the U.S.
28 and had not supplied TRT-USA with any RGL Product. Moreover, Beijing TRT USA had not

1 jointly developed any RGL Product with TRT-USA. Because Mr. Zhou was still in China, he
2 could not fully investigate the situation until he returned to the U.S. on October 18, 2008.

3 39. Upon his return to the U.S., Mr. Zhou promptly visited stores supplied by TRT-
4 USA to determine if the RGL Product was being sold in the U.S. He found boxes of the RGL
5 Product that were identical to the TRT-USA box that he had previously reviewed but rejected,
6 except that the boxes that he found in stores were closed with a silver seal with the repeated
7 phrase "TRT USA" surrounding a depiction of a Chinese writing seal. As with the boxes that
8 Mr. Zhou had previously rejected, the boxes were embossed with the TONG REN TANG Design
9 Mark, the Chinese characters for TONG REN TANG, and "since 1669" on the inside, and
10 contained a statement that the product was "distributed by Beijing Tong Ren Tang (USA) Corp.,"
11 although the product had no connection with Beijing TRT USA. In fact, because Beijing TRT
12 USA had not supplied TRT-USA with the RGL Product or participated in the development or
13 manufacturing of such product, Mr. Zhou knew that the boxes contained products over which
14 Beijing TRT USA had had no control. Attached hereto as Exhibit B are true and correct copies of
15 photographs of the RGL Product.

16 40. Mr. Zhou and colleagues of Mr. Zhou thereafter visited a number of retailers of
17 traditional Chinese medicines throughout California and discovered that the RGL Product was
18 being widely distributed by TRT-USA. The RGL Product is also available at TRT-USA's
19 website at www.trtusa.com. Attached hereto as Exhibit C is an excerpt from the www.trtusa.com
20 website where the RGL Product can be purchased.

21 41. Moreover, it appears that, despite Beijing TRT-USA's refusal to permit TRT-USA
22 to procure a second batch of products to be sold under the TONG REN TANG Trademarks, TRT-
23 USA had additional batches of products manufactured and is importing and selling those products
24 in the U.S. Beijing TRT USA does not know who manufactured those products, but the
25 packaging is not the same as the first set of co-developed products. For example, the tamperproof
26 silver seal inside the bottle cap has repeated references to TRTUSA, whereas the authorized
27 products said "sealed for your protection" and did not anywhere refer to TRT-USA. Hereinafter,
28 Beijing TRT USA will refer to the additional batches of co-previously co-developed products as

1 well as the RGL Product as “Unauthorized Products.” Attached hereto as Exhibit D are
2 photographs of some of the Unauthorized Products.

3 42. All of the Unauthorized Products include a statement that they are “distributed by
4 Beijing Tong Ren Tang (USA), Corp.”—the Plaintiff, although none was distributed or developed
5 by Beijing TRT USA.

6 43. TRT-USA never informed Beijing TRT USA that any of the Unauthorized
7 Products had been sold, and Beijing TRT USA has not been paid any portion of the profits by
8 TRT-USA for any of the Unauthorized Products.

9 44. On information and belief, TRT-USA has been running regular advertisements in
10 Chinese language newspapers featuring the TONG REN TANG Trademarks, including the
11 TONG REN TANG Design Mark, although Beijing TRT USA never granted TRT-USA
12 permission to use the TONG REN TANG Trademarks in this fashion. TRT-USA also represents
13 in the advertisements that it is the sole distributor of TONG REN TANG products in the U.S.,
14 which is likely to cause anyone viewing those advertisements to conclude that TRT-USA is either
15 a subsidiary or close associate of Beijing TRT Group.

16 45. On information and belief, TRT-USA also operates a website accessible through
17 www.trtusa.com. Throughout that website, TRT-USA uses the TONG REN TANG Design Mark
18 to promote traditional Chinese medicines, including the Unauthorized Products, although it has
19 never been authorized to use any of the TONG REN TANG Trademarks on the website or in any
20 other marketing materials. The website also indicates that Beijing TRT USA is an owner of the
21 copyright in the website, although there is no connection between that website and Beijing TRT
22 USA. Attached hereto as Exhibit E are true and correct copies of excerpts from the
23 www.trtusa.com website.

24 46. On information and belief, TRT-USA has been “licensing” retailers to set up in-
25 store displays, consisting of a counter display, signage, and a plaque, all of which bear the TONG
26 REN TANG Design Mark, to represent that they are “affiliates” of Beijing TRT Group. TRT-
27 USA has apparently also been “licensing” certain retailers to use the TONG REN TANG Design
28 Mark on shopping bags. While TRT-USA was permitted by Beijing TRT USA to sell Beijing

1 TRT Group products at in-store counter displays, it was not permitted to license the use of the
2 TONG REN TANG Trademarks for any purpose.

3 47. On information and belief, TRT-USA has been representing itself as the only
4 authorized distributor of TONG REN TANG products in the U.S., to the point that retailers view
5 TRT-USA as a subsidiary or close affiliate of Beijing TRT Group. Given TRT-USA's selection
6 of a name that includes TRT, it is not surprising that retailers view TRT-USA in this fashion.

7 48. On February 24, 2009, Beijing TRT USA terminated the 2006 Cooperation
8 Agreement as well as all other outstanding agreements that it had in place with TRT-USA. The
9 2006 Cooperation Agreement was terminated for many reasons, including that TRT-USA's sales
10 of the Unauthorized Products violated Beijing TRT USA's trademark rights, as well as the rights
11 of its parent, Beijing TRT Group.

12 **The Likelihood of Consumer Confusion**

13 49. TRT-USA's use of the identical TONG REN TANG Trademarks for competing
14 traditional Chinese medicines, including medicines that were previously jointly developed by
15 Beijing TRT USA and TRT-USA is likely to cause confusion with the TONG REN TANG
16 Trademarks that Beijing TRT USA is licensed to use by its parent, Beijing TRT Group. The fact
17 that many of the Unauthorized Products are otherwise produced by Beijing TRT USA's parent,
18 Beijing TRT Group, exacerbates the likelihood of confusion.

19 50. TRT-USA's use of the phrase "distributed by Beijing Tong Ren Tang (USA),
20 Corp." on competing traditional Chinese medicines, including medicines that were previously
21 jointly developed by Beijing TRT USA and TRT-USA, is likely to cause confusion as to the
22 source of the products. The fact that many of the Unauthorized Products are otherwise produced
23 by Beijing TRT USA's parent, Beijing TRT Group, exacerbates the likelihood of confusion.

24 51. TRT-USA's use of the TONG REN TANG Design Mark on its website, in
25 promotional materials, and in connection with in-store displays for competing and unauthorized
26 traditional Chinese medicines is likely to cause confusion as to the source of the products.

27 52. TRT-USA's use of TRT in its trade name---under which it offers competing and
28 unauthorized traditional Chinese medicines, and its use of the phrase TRT USA on competing and

1 unauthorized traditional Chinese medicines themselves, is likely to cause confusion as to the
2 source of the products.

3 **Beijing TRT USA Will Suffer Irreparable Harm**

4 53. TRT-USA's conduct causes Beijing TRT USA irreparable harm because Beijing
5 TRT USA has no control over the quality of the Unauthorized Products that TRT-USA is selling
6 under the TONG REN TANG Trademarks. Beijing TRT USA cannot confirm either the safety or
7 the efficacy of the Unauthorized Products that bear the TONG REN TANG Trademarks, which
8 TRT-USA is representing to the public as being "distributed by Beijing Tong Ren Tang (USA),
9 Corp."

10 54. TRT-USA's conduct is infringing and will continue to infringe the TONG REN
11 TANG Trademarks unless restrained by the Court.

12 55. If TRT-USA continues its use of TONG REN TANG Trademarks, the TRT-USA
13 trade name, the www.trtusa.com domain name, and the phrase "distributed by Beijing Tong Ren
14 Tang (USA), Corp.," Beijing TRT USA will be irreparably harmed through the significant loss of
15 goodwill and reputation. Moreover, Beijing TRT USA will continue to suffer irreparable harm
16 unless TRT-USA is restrained from infringing the TONG REN TANG Trademarks.

17 56. Beijing TRT USA has no adequate remedy at law.

18 **FIRST CLAIM FOR RELIEF**

19 **(UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN, AND FALSE**
20 **ADVERTISING – FEDERAL LAW)**

21 57. Beijing TRT USA incorporates by reference paragraphs 1 through 44 above as
22 though fully set forth herein.

23 58. The acts of Defendants described above constitute unfair competition and false
24 designation of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

25 59. Beijing TRT USA has valid and protectable common law rights in the TONG REN
26 TANG Trademarks. Beijing TRT USA started to use each of these marks well prior to
27 Defendants' first use of the TONG REN TANG Trademarks, the TRT-USA trade name, and the
28 www.trtusa.com domain name.

1 (USA), Corp.” in connection with products that are not genuine Beijing TRT Group products or
2 products jointly developed with Beijing TRT USA is likely to cause confusion as to the origin of
3 TRT-USA’s competing products and is likely to cause others to believe that there is a relationship
4 between Defendants and Beijing TRT USA.

5 68. The above-described acts and practices by Defendants are likely to mislead or
6 deceive the general public and therefore constitute unfair and fraudulent business practices in
7 violation of California Business & Professions Code §§ 17200, *et seq.*

8 69. The above-described acts further constitute business acts that violate Section 43(a)
9 of the Lanham Act, 15 U.S.C. § 1125(a) and are therefore unlawful.

10 70. The unfair, unlawful, and fraudulent business practices of Defendants described
11 above present a continuing threat to and is meant to deceive members of the public in that
12 Defendants continue to promote its products by wrongfully trading on the goodwill of Beijing
13 TRT USA’s TONG REN TANG Trademarks.

14 71. As a direct and proximate result of these acts, Defendants have received and will
15 continue to profit from the strength of Beijing TRT USA’s TONG REN TANG Trademarks.

16 72. As a direct and proximate result of Defendants’ wrongful conduct, Beijing TRT
17 USA has been injured in fact and has lost money and profits, and such harm will continue unless
18 Defendants’ acts are enjoined by the Court. Beijing TRT USA has no adequate remedy at law for
19 Defendants’ continuing violation of Beijing TRT USA’s rights.

20 73. Defendants should be required to restore to Beijing TRT USA any and all profits
21 earned as a result of their unlawful and unfair actions, or provide Beijing TRT USA with any
22 other restitutionary relief as the Court deems appropriate.

23 **THIRD CLAIM FOR RELIEF**

24 **(DECEPTIVE, FALSE, AND MISLEADING ADVERTISING – CALIFORNIA BUS. &
25 PROF. CODE § 17500, *et seq.*)**

26 74. Beijing TRT USA incorporates by reference paragraphs 1 through 61 above as
27 though fully set forth herein.
28

1 75. The acts of Defendants described above constitute untrue and misleading
2 advertising as defined by California Business & Professions Code § 17500, *et seq.*

3 76. Beijing TRT USA has valid and protectable common law rights in the TONG REN
4 TANG Trademarks. Beijing TRT started to use each of these marks well prior to Defendants'
5 first use of the TONG REN TANG Trademarks, the TRT-USA trade name, and the
6 www.trtusa.com domain name.

7 77. Defendants' use of the TONG REN TANG Trademarks, the TRT-USA trade
8 name, the www.trtusa.com domain name, and the phrase "distributed by Beijing Tong Ren Tang
9 (USA), Corp." in connection with products that are not genuine Beijing TRT Group products or
10 products jointly developed with Beijing TRT USA constitutes false and misleading advertising as
11 it is likely to cause confusion as to the origin of TRT-USA's products and is likely to cause others
12 to believe that there is a relationship between Defendants and Beijing TRT USA.

13 78. Defendants' false and misleading advertising will permit TRT-USA to capitalize
14 on the strength of Beijing TRT USA's success, goodwill, and reputation in promoting authentic
15 Beijing TRT USA products.

16 79. As a direct and proximate result of Defendants' wrongful conduct, Beijing TRT
17 USA has been damaged by Defendants' wrongful acts, and such damage will continue unless the
18 Court enjoins Defendants' wrongful acts and provides appropriate restitutionary relief.

19 **FOURTH CLAIM FOR RELIEF**

20 **(TRADEMARK INFRINGEMENT – COMMON LAW)**

21 80. Beijing TRT USA incorporates by reference paragraphs 1 through 67 above as
22 though fully set forth herein.

23 81. Beijing TRT USA has valid and protectable common law rights in the TONG REN
24 TANG Trademarks. Beijing TRT started to use each of these marks well prior to Defendants'
25 first use of the TONG REN TANG Trademarks, the TRT-USA trade name, and the
26 www.trtusa.com domain name.

27 82. The acts of Defendants described above constitute infringement of Beijing TRT
28 USA's common law rights in its TONG REN TANG Marks.

1 83. Defendants' use of the TONG REN TANG Trademarks, the TRT-USA trade
2 name, the www.trtusa.com domain name, and the phrase "distributed by Beijing Tong Ren Tang
3 (USA), Corp." in connection with products that are not genuine Beijing TRT Group products or
4 products jointly developed with Beijing TRT USA is likely to cause confusion as to the origin of
5 Defendants' products and is likely to cause others to believe that there is a relationship between
6 Defendants and Beijing TRT USA.

7 84. Defendants' infringing acts will permit Defendants to capitalize on the strength of
8 Beijing TRT USA's success, goodwill, and reputation in promoting its own products.

9 85. As a direct and proximate result of Defendants' wrongful conduct, Beijing TRT
10 USA will be deprived of the value of, among other things, its common law TONG REN TANG
11 Trademarks as assets.

12 86. As a direct and proximate result of Defendants' wrongful conduct, Beijing TRT
13 USA has been damaged by Defendants' wrongful acts, and such damage will continue unless the
14 Court enjoins Defendants' acts. Beijing TRT USA has no adequate remedy at law for
15 Defendants' continuing violation of Beijing TRT USA's trademark rights.

16 **FIFTH CLAIM FOR RELIEF**

17 **(UNFAIR COMPETITION – COMMON LAW)**

18 87. Beijing TRT USA incorporates by reference paragraphs 1 through 74 above as
19 though fully set forth herein.

20 88. Beijing TRT started to use each of these marks well prior to Defendants' first use
21 of the TONG REN TANG Trademarks, the TRT-USA trade name, and the www.trtusa.com
22 domain name.

23 89. Defendants' conduct as described herein constitutes unfair competition under the
24 common law of the State of California.

25 90. Defendants' actions, including use of the TONG REN TANG Trademarks, the
26 TRT-USA trade name, the www.trtusa.com domain name, and the phrase "distributed by Beijing
27 Tong Ren Tang (USA), Corp." in connection with products that are not genuine Beijing TRT
28

1 Group products or products jointly developed with Beijing TRT USA, are an attempt to pass off
2 TRT-USA's products as Beijing Tong Ren Tang products.

3 91. Defendants' wrongful acts as described herein have damaged Beijing TRT USA in
4 an amount to be proven at trial.

5 92. Beijing TRT USA has suffered damages as a direct result of Defendants' conduct
6 as described herein, for which money damages are an inadequate remedy, and such damage will
7 continue unless the Court enjoins Defendants' use of the TONG REN TANG designation or
8 Beijing TRT USA's name in connection with TRT-USA's products.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Beijing TRT USA prays for the following relief:

11 (1) That the Court preliminarily enjoin Defendants, its officers, agents, servants,
12 employees, attorneys, and all others in active concert or participation with them from using the
13 TONG REN TANG trademark, or any other designation similar to or likely to cause confusion
14 with Beijing TRT USA's TONG REN TANG Trademarks (including any designation including
15 the phrase TONG REN TANG), in conjunction with medicines and related products and services;
16 from representing that it is an exclusive or authorized distributor of TONG REN TANG products;
17 from using the TRT-USA trade name; from using the www.trtusa.com domain name; from
18 referring to Beijing TRT USA or any of its affiliates, including parents and subsidiaries, on or in
19 connection with its products that are not manufactured by Beijing TRT Group or its affiliates;
20 from passing off TRT-USA's products as being associated with Beijing TRT USA; from
21 registering in its own name the TONG REN TANG mark, or any other designation similar to or
22 likely to cause confusion with Beijing TRT USA's TONG REN TANG Trademarks (including
23 any designation containing the phrase TONG REN TANG), as a trademark for medicines or
24 related products or services; and from committing any other unfair business practices directed
25 toward obtaining for itself the business and customers of Beijing TRT USA.

26 (2) That following trial of this action, the Court enter final judgment as follows:
27
28

1 (a) That the Court issue a permanent injunction pursuant to 15 U.S.C. § 1116
2 enjoining Defendants, its officers, agents, servants, employees, attorneys, and all others in
3 active concert or participation with them from:

4 (i) directly or indirectly using the TONG REN TANG trademark, or
5 any other designation similar to or likely to cause confusion with Beijing TRT
6 USA's TONG REN TANG Trademarks (including any designation including the
7 phrase TONG REN TANG), that is likely to cause confusion or mistake or to
8 deceive;

9 (ii) directly or indirectly using for any commercial purpose any logo,
10 trade name, or trademark which may be calculated to represent, or which has the
11 effect of falsely representing, that the products of TRT-USA are Beijing TRT
12 USA's products or are authorized, sponsored, or in any way associated with
13 Beijing TRT USA;

14 (iii) directly or indirectly representing that it is an exclusive or
15 authorized distributor of TONG REN TANG products;

16 (iv) otherwise infringing the TONG REN TANG Trademarks or
17 unfairly competing with Beijing TRT USA.

18 (b) That the Court award Beijing TRT USA an accounting of TRT-USA's
19 profits.

20 (c) That the Court award Beijing TRT USA reasonable funds for future
21 corrective advertising.

22 (d) That the Court award Beijing TRT USA actual damages suffered by
23 Beijing TRT USA as a result of Defendants' unlawful conduct, in an amount to be proven
24 at trial, as well as prejudgment interest as authorized by law.

25 (e) That the Court award Beijing TRT USA punitive damages pursuant to
26 California Civil Code § 3294;

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(f) That the Court award restitutionary relief against Defendants and in favor of Beijing TRT USA, including disgorgement of wrongfully obtained profits and any other appropriate relief;

(g) That the Court grant Beijing TRT USA any other remedy to which it may be entitled, including all remedies provided for in 15 U.S.C. § 1117, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, 17500 *et seq.*, and under any other California law.

(h) That the Court award costs and attorneys' fees and such other relief as it deems just and proper.

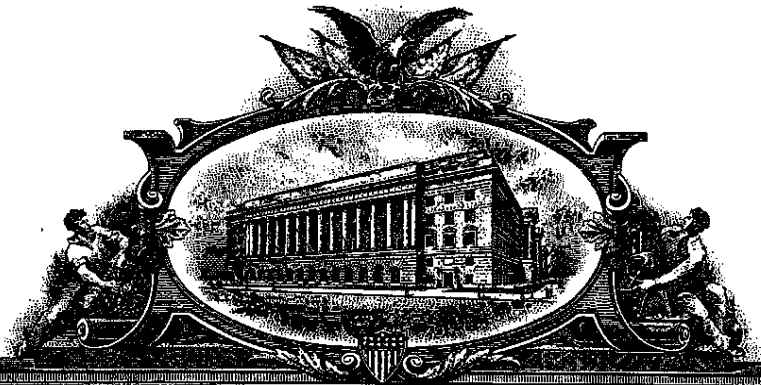
Dated: February 27, 2009

JENNIFER LEE TAYLOR
MIMI YANG
MORRISON & FOERSTER LLP

By: 
JENNIFER LEE TAYLOR

Attorneys for Plaintiff
BEIJING TONG REN TANG (USA),
CORP.

EXHIBIT A



170695

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 19, 2009

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,242,997 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *May 04, 1999*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

CHINA BEIJING TONG REN TANG GROUP CO. LTD.
A CHINA CORP

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



E. Borner
E. BORNETT
Certifying Officer

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

Reg. No. 2,242,997

United States Patent and Trademark Office

Registered May 4, 1999

TRADEMARK
PRINCIPAL REGISTER



CHINA BEIJING TONG REN TANG HOLDINGS CORPORATION (CHINA CORPORATION)
52, DONG XING LONG STREET
CHONG WEN DISTRICT
BEIJING, CHINA

FOR: TRADITIONAL CHINESE PHARMACEUTICALS FOR USE IN THE TREATMENT OF INSOMNIA, BACK ACHES, RESTLESSNESS, LUNG TROUBLE, TUBERCULOSIS, KIDNEY TROUBLE, LIVER TROUBLE, HEART TROUBLE, STOMACH TROUBLE, GYNECOLOGICAL DISEASES, SKIN DISEASE, RHINITIS, TRACHEITIS, PNEUMONIA, ASTHMA, ESOPHAGITIS, ENTERITIS, HEPATITIS, CARDIOVASCULAR DISEASE, RHEUMATIC ARTHRITIS, ANEMIA, NEURASTHENIA, APO-

PLEXY, HEAT STROKE, CANCER, INFLUENZA, COUGH, FEVER, RUBELLA, POLIOMYELITIS, DYSENTERY, MALARIA, TONSILLITIS, LARYNGITIS, PHARYNGITIS, TRACHOMA, CONJUNCTIVITIS, HEADACHE, SPRAIN, TRAUMA, BRUISE, ECZEMA, DERMATITIS, DUODENAL ULCER; CHINESE HERB-BASED PHARMACEUTICALS FOR PROMOTING GENERAL WELL-BEING AND ANTI-AGING; MEDICINAL TONICS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 1-1-1995; IN COMMERCE 7-13-1996.

OWNER OF U.S. REG. NO. 1,785,142.

SN 75-028,028, FILED 12-1-1995.

JOHN DALIER, EXAMINING ATTORNEY

7170695



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office


February 19, 2009

THE ATTACHED U.S. TRADEMARK REGISTRATION 3,535,318 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *November 18, 2008*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant*

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office




E. BORNETT
Certifying Officer

Int. Cls.: 3, 5, 30, and 33

Prior U.S. Cls.: 1, 4, 6, 18, 44, 46, 47, 49, 50, 51, and 52

United States Patent and Trademark Office

Reg. No. 3,535,318

Registered Nov. 18, 2008

TRADEMARK
PRINCIPAL REGISTER



CHINA BEIJING TONG REN TANG GROUP CO.,
LTD. (CHINA LIMITED LIABILITY COMPAN-
NY)
NO. 52, DONG XING LONG STREET
CHONG WEN DISTRICT
BEIJING, CHINA

FOR: COSMETICS, EAU DE COLOGNE, HAIR
LOTION, ASTRINGENTS FOR COSMETIC PURPO-
SES, BEAUTY MASKS, BATH LOTION, BATH SALT,
SOAP FOR PERSONAL USE, COSMETIC SOAP,
MEDICATED SOAP, ESSENTIAL OILS FOR PERSONAL
USE, PERFUME, PETROLEUM JELLY FOR
COSMETIC PURPOSES, LOTIONS FOR USE WITH
BODY AND FACE, COSMETIC HAIR DYES; MAKE-
UP PREPARATIONS, LIPSTICKS, SHAMPOO, IN
CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 1-0-2002; IN COMMERCE 4-0-2008.

FOR: CHEMICAL PREPARATIONS FOR MEDI-
CAL PURPOSES; ROYAL JELLY FOR MEDICAL
PURPOSES; REDUCING TEA FOR MEDICINAL
PURPOSES; ASTHMATIC TEA; TRADITIONAL CHI-
NESE MEDICINES, NAMELY, MEDICINES FOR
USE IN THE TREATMENT OF HEADACHE, IN-
SOMNIA, BACK ACHE, RESTLESSNESS, LUNG
TROUBLE, TUBERCULOSIS, KIDNEY TROUBLE,
LIVER TROUBLE, HEART TROUBLE, STOMACH
TROUBLE, GYNECOLOGICAL DISEASES, SKIN
DISEASE, RHINITIS, TRACHEITIS, PNEUMONIA,
ASTHMA, ESOPHAGITIS, ENTERITIS, HEPATITIS,
CARDIOVASCULAR DISEASE, RHEUMATIC AR-
THRITIS, ANEMIA, NEURASTHENIA, APOPLEXY,

HEAT STROKE, CANCER, INFLUENZA, COUGH,
FEVER, RUBELLA, POLIOMYELITIS, DYSEN-
TERY, MALARIA, TONSILLITIS, LARYNGITIS,
PHARYNGITIS, TRACHOMA, CONJUNCTIVITIS,
SPRAIN, TRAUMA, BRUISE, ECZEMA, DERMATI-
TIS, DUODENAL ULCER; CHINESE HERBAL-
BASED PHARMACEUTICALS FOR PROMOTING
GENERAL WELL-BEING AND ANTI-AGING; MED-
ICINAL SYRUPS OR LOTIONS FOR THE IMPROVE-
MENT OF HUMAN CONSTITUTION; LAXATIVES;
ANALGESICS; HORMONES FOR MEDICAL PUR-
POSES; COD LIVER OIL; VITAMIN PREPARA-
TIONS; TONICS FOR MEDICINAL USE, NAMELY,
LYSINE ELECTUARY, PEARL LAYER POWDER
ELECTUARY, GINSENG ELECTUARY; PROCES-
SED BEE POLLEN, GINSENG EXTRACTS, GINKGO
BILOBA EXTRACTS, GANODERMA EXTRACTS,
DONGQUI EXTRACTS; LECITHIN FOR MEDICAL
PURPOSES; MEDICAL PREPARATIONS IN THE
FORM OF CREAM, PILLS AND SYRUPS FOR
SLIMMING PURPOSES; AMINO ACIDS FOR MEDI-
CAL PURPOSES; MEDICATED CANDY, MINERAL
FOOD-SUPPLEMENTS; GLUCOSE AND GLUCOSE
COMPOUNDS FOR MEDICAL USES, IN CLASS 5
(U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 1-0-1990; IN COMMERCE 4-0-2008.

FOR: CANDY; ROCK CANDY; SUGAR CUBE;
GINSENG CANDY; YANGGENG CANDY; PROCES-
SED BEE POLLEN FOR FOODSTUFF; TORTOISE
JELLY; ROCK CANDY BIRD'S NEST; AUTUMN
PEAR SYRUPS; LITCHI CREAM, LOQUAT CREAM;
MOLASSES; INFUSIONS OF TEA, HERBAL INFU-



71 70695

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 19, 2009

THE ATTACHED U.S. TRADEMARK REGISTRATION *1,785,142* IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF *10* YEARS FROM *August 03, 1993*
1st RENEWAL FOR A TERM OF *10* YEARS FROM *August 03, 2003*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

CHINA BEIJING TONG REN TANG GROUP CO. LTD.
A CHINA CORP

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



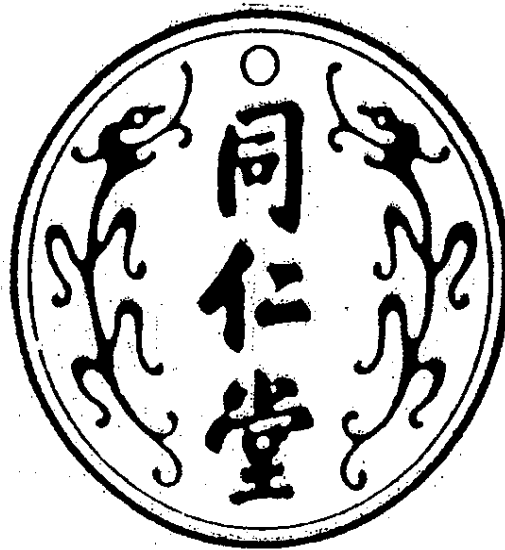
E. Borrett
E. BORNETT
Certifying Officer

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office Reg. No. 1,785,142
Registered Aug. 3, 1993

**TRADEMARK
PRINCIPAL REGISTER**



BEIJING MEDICINAL MATERIALS CORPORATION (CHINA CORPORATION)
52 DONGXINGLONG STREET
CHONGWEN DISTRICT, BEIJING, CHINA

FOR: TRADITIONAL CHINESE MEDICINES, IN LIQUID, PILL AND POWDER FORM FOR THE TREATMENT OF DIZZINESS CAUSED BY HYPERTENSION; HEART DISEASE; SEQUELAE OF CEREBRAL EMBOLISM; NAMELY, MOUTH AND EYE DISTORTIONS, NUMBNESS OF LIMBS AND HEMIPLEGIA APOPLEXY; ENCEPHALITIS B; HIGH FEVERS; TOXICO-ENCEPHALITIS; CEREBRAL EMBOLISM AND COMAS; LOCKJAW; APOPLEXY; CONVULSIONS CAUSED BY FUNCTION DISTURBANCE OF NERVOUS SYSTEM; CON-

TRACTIONS; NUMBNESS OF LIMBS; APOPLEXY AND HEMIPLEGIA; GYNOPATHY; NAMELY, IRREGULAR MENSTRUATION; DYSMENORRHEA, FUNCTIONAL METRORRHAGIA AND DIZZINESS; NIGHT EMISSIONS AND SPERMATORRHEA; SEXUAL DYSFUNCTION; ANEMIA; EMISSIONS AND SPERMATORRHEA; PALPITATION; INSOMNIA; DIZZINESS AND HEADACHE CAUSED BY NEURASTHENIA; SWELLING AND PAIN IN THE THROAT, IN THE GUM; CONSTIPATION AND SORE IN THE MOUTH AND NOSE; FEVER, HEADACHE AND NOSE STUFFED, COUGH AND PAIN IN THE THROAT CAUSED BY COLD; HEADACHE, FEVER, DISTENSION AND PAIN IN THE ABDOMEN AND VOMITING CAUSED BY COLD IN SUMMER; LUMBA-

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1,785,142

GO, BACKACHE, HEMIPARALYSIS AND PAIN IN MUSCLE; RHEUMATIC ARTHRITIS; HEMIPARALYSIS; NUMBNESS OF THE LIMBS; LUMBAGO; FATIGUE; INCOMPETENCE; NEURASTHENIS; IMPOTENCE; INSOMNIA AND FORGETFULNESS; IRREGULAR MENSTRUATION; ANEMIA; ARRHYTHMIA; SHORTNESS OF BREATH; DIZZINESS, TINNITUS AND ANEMIA; PALPITATIONS, COUGHS, SORE THROATS CAUSED BY COLD; SORE THROATS, DRY THROATS AND VOICE HOARSED, IN CLASS 5 (U.S. CL. 18).
OWNER OF CHINA REG. NO. 171188,
DATED 2-15-1983, EXPIRES 2-15-1993.

THE MARK CONSISTS OF A DOUBLE CIRCLE CONTAINING CHINESE CHARACTERS AND A STYLIZED DESIGN OF TWO LIZARDS.

THE CHINESE CHARACTERS IN THE MARK TRANSLITERATE AS "TONG REN TANG"; "TONG" TRANSLATES AS "THE SAME", "REN" TRANSLATES AS "KERNEL" AND "TANG" TRANSLATES AS "BALL".

SER. NO. 74-116,927, FILED 11-20-1990.

STEPHEN JEFFRIES, EXAMINING ATTORNEY

EXHIBIT B



Royal Ganoderma Lucidum



强身固本胶囊

Capsules of Health & Wellness

Herbal Dietary Supplement

100% Natural

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1. 每盒裝有 30 粒膠囊
 2. 每粒膠囊含有 100 毫克之藥效成分
 3. 每粒膠囊含有 100 毫克之藥效成分
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 30. 每粒膠囊含有 100 毫克之藥效成分

SUGGESTED USE: FOR ADULTS 2 CAPSULES WITH MEAL 2 TIMES DAILY.

CAUTION: IF PREGNANT, NURSING OR TAKING ANY OTHER MEDICATION, CONSULT YOUR HEALTH PROFESSIONALS BEFORE TAKING THIS PRODUCT. NOT SUITABLE FOR CHILDREN UNDER 2 YEARS OLD.

**KEEP OUT OF REACH OF CHILDREN.
STORE IN A COOL DRY PLACE.**

Distributed By:

美國 藥房

Since 1669

美國 藥房

PRESCRIPTION MEDICATION, CONSULT YOUR HEALTH CARE PROFESSIONAL'S BEFORE TAKING THIS PRODUCT. NOT SUITABLE FOR CHILDREN UNDER 4 YEARS OF AGE.

**KEEP OUT OF REACH OF CHILDREN.
STORE IN A COOL DRY PLACE.**

Distributed by



北京同仁堂 (TJ) (100005)

Since 1669

BEIJING TONGREN PHARMACEUTICAL CO., LTD.
100005 BEIJING, CHINA





**Koyal
Ganoderma Lucidum**

EXHIBIT C

Microsoft Internet Explorer provided by Morrison & Foerster LLP

Address: http://www.tbtusa.com/index_product1.html

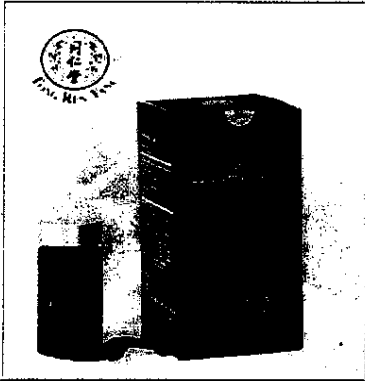
北京同仁堂产品购物中心 (Wholesale only, minimum \$200.00, shipping free for over \$500.00)

求医问药

- 血压, 心脏
- 睡眠
- 糖尿
- 肠胃
- 肝, 脾
- 肺
- 呼吸系统, 咳嗽
- 补肾
- 妇科
- 清火
- 胎
- 关节
- 皮肤
- 过敏
- 男科
- 口腔

求医问药产品:

御灵芝胶囊



引自中国药典对该产品成分的描述

适用群体
免疫力下降, 亚健康群体, 上班族身心疲劳精力衰退, 病后治疗和恢复期, 体质虚弱, 更年期症状, 老年长寿保养。

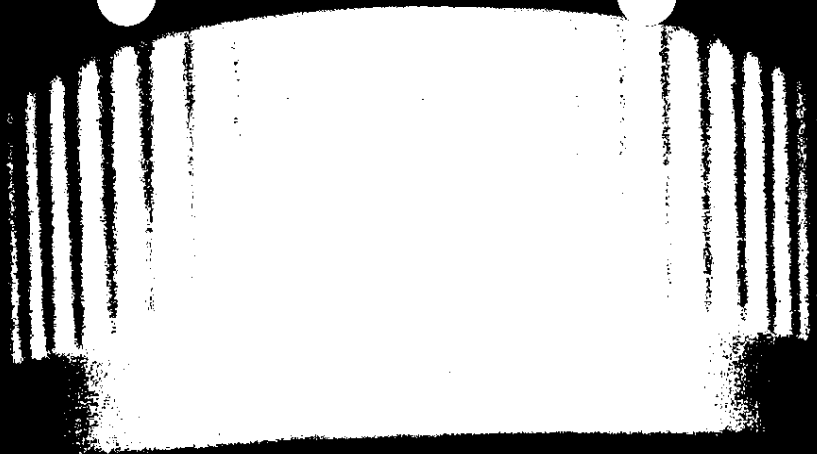
【用法用量】 成人口服, 一次2粒, 一日2次

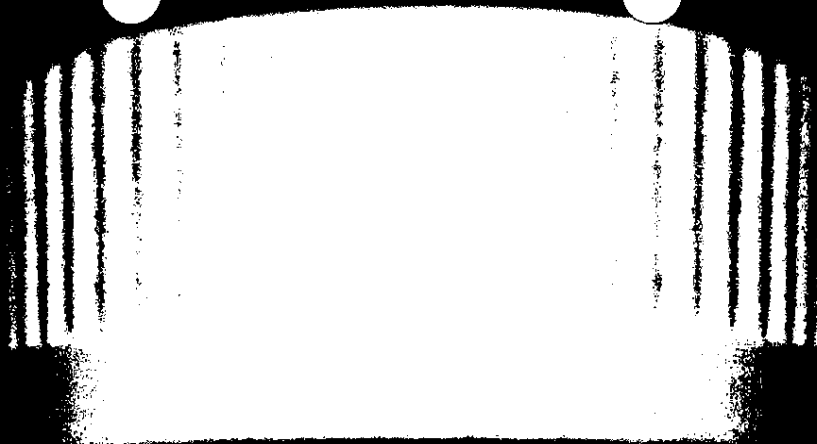
主要成分
灵芝多糖精华40%, 赤灵芝破壁孢子粉30%, 虫草菌丝体20%, 人参皂苷10%, 纯天然植物胶囊

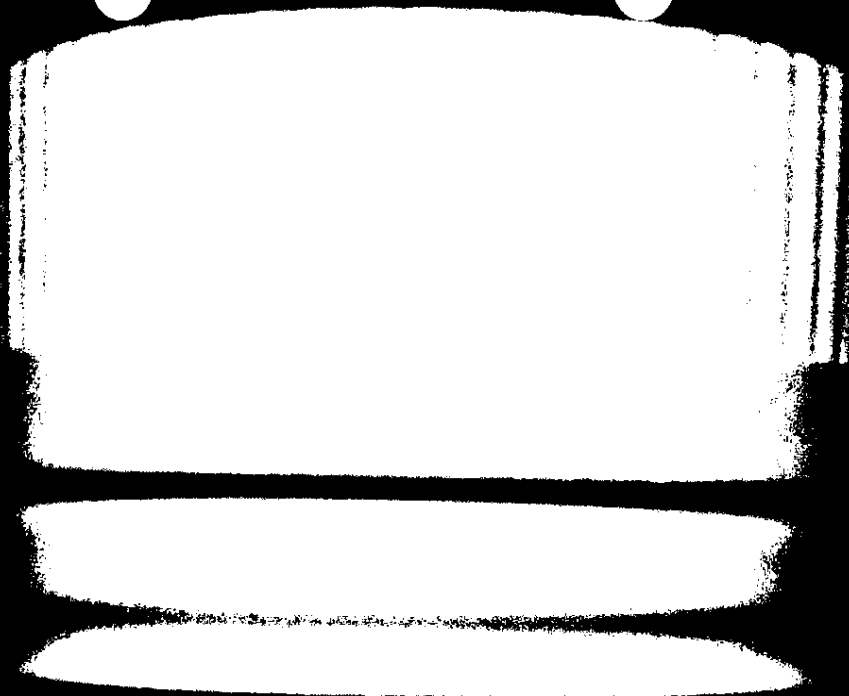
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Add to Cart
Review my Cart

This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.
本说明未经美国食品药品监督管理局评估。本品无用作诊断, 治疗, 治愈, 或预防任何疾病之意。

EXHIBIT D





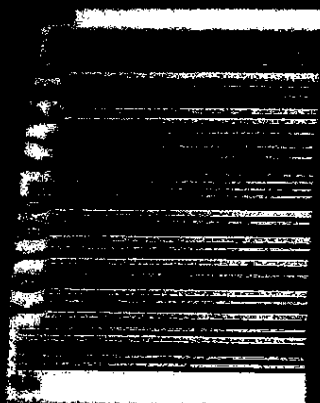


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D 1157

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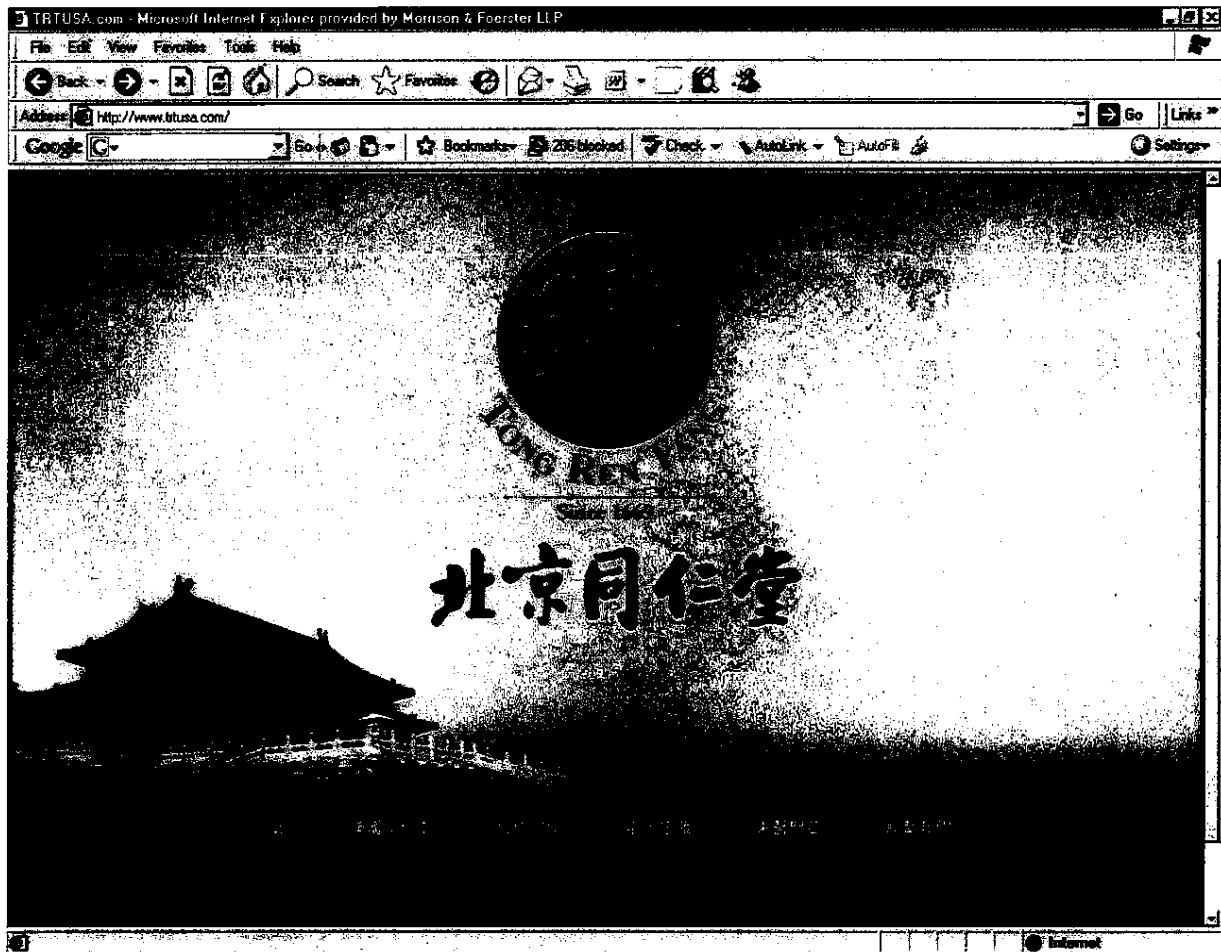


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EXHIBIT E



同仁堂简介 - Microsoft Internet Explorer provided by Morrison & Foerster LLP

File Edit View Favorites Tools Help

Back Forward Stop Refresh Home Search Favorites Print

Address: http://www.trusa.com/index_about.html

Google

Go Links

Bookmarks 205 blocked Check AutoLink AutoFill Settings



北京同仁堂

Since 1669



北京同仁堂(美国)有限公司介绍

北京同仁堂(美国)有限公司是北京同仁堂于2000年在美国注册的唯一代表北京同仁堂的全资公司。公司董事长由北京同仁堂集团公司董事长梅群兼任。公司总经理由常驻美国的北京同仁堂首席代表周伟利先生兼任。公司为有限责任公司。

北京同仁堂(美国)有限公司(以下简称美国公司)于2000年成立后的几年间,主要任务是掌握市场动态,协调市场,建立销售渠道,发展区域经销商。目前经美国公司直接或间接引入美国市场的北京同仁堂产品达百余种,产品经销商几十家。

但是,由于北京同仁堂产品在美国公司成立之前就有诸多渠道进入美国市场,而且绝大多数产品的进入渠道、产品成份指标及包装方式不符合美国市场的要求,有些甚至严重违反美国FDA的规定;与此同时,还有许多假冒伪劣产品鱼目混珠充斥市场,严重破坏了北京同仁堂的品牌形象与企业声誉。美国公司于2006年9月开始,对美国市场进行全面的清理,并禁止了北京同仁堂产品在2007年之前进入美国市场。

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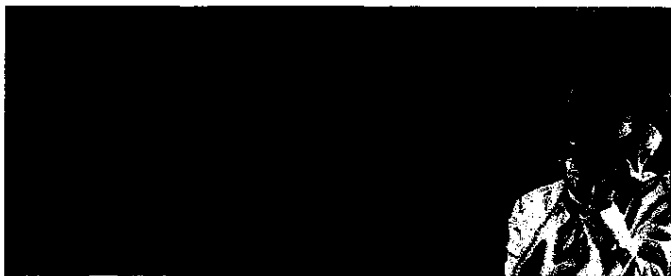

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