

ADMINISTRATIVE PANEL DECISION

Pusheen Corporation v. 星空優品（香港）文化科技有限公司 (Starpony (HK) Limited) and 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.)
Case No. D2022-3872

1. The Parties

The Complainant is Pusheen Corporation, United States of America (“United States”), represented by Focal PLLC, United States.

The Respondent is 星空優品（香港）文化科技有限公司 (Starpony (HK) Limited), Hong Kong, China, and 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.), China, self-represented.

2. The Domain Name and Registrar

The disputed domain name <sqisheen.com> is registered with Alibaba Cloud Computing Ltd. d/b/a HiChina (www.net.cn) (the “Registrar”).

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on October 15, 2022. On October 17, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 18, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name that differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on October 18, 2022, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed a first amended Complaint in English on October 21, 2022 and a second amended Complaint in English on October 24, 2022. It rectified the Annexes to the second amended Complaint on October 25, 2022.

On October 18, 2022, the Center transmitted an email communication to the Parties in English and Chinese regarding the language of the proceeding. On October 21, 2022, the Complainant requested that English be the language of the proceeding. The Respondent requested that Chinese be the language of the proceeding on October 18, October 20, and October 27, 2022 respectively.

The Center verified that the Complaint together with the amended Complaints satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent in English and Chinese of the Complaint, and the proceedings commenced on October 26, 2022. In accordance with the Rules, paragraph 5, the original due date for Response was November 15, 2022. On November 4, 2022, the Respondent requested a one-month extension due to quarantine restrictions imposed on its employees during the COVID-19 pandemic. On the same day, the due date for Response was extended in accordance with paragraph 5(e) of the Rules until November 25, 2022. On November 7, 2022, the Respondent reiterated its request that the Response due date be extended by one month from the original due date. On November 9, 2022, the Complainant opposed the request. On November 10, 2022, in accordance with paragraph 5(e) of the Rules, the Response due date was extended by a further five days to November 30, 2022. On November 23, 2022, the Respondent again reiterated its request that the Response due date be extended by one month from the original due date, citing further difficulties in preparing its defense due to a change of staff caused by quarantine restrictions. On the same day, the Complainant opposed the request. On November 25, 2022, the Response due date was extended to December 2, 2022. The Response was filed with the Center in Chinese on December 2, 2022.

The Center appointed Matthew Kennedy as the sole panelist in this matter on December 9, 2022. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant is a corporation that owns rights in a fictional cat character named “Pusheen” that was created in 2010 as part of a web comic series. The Complainant holds multiple trademark registrations in multiple jurisdictions for PUSHEEN, including the following:

- United States trademark registration number 4,439,324, registered on November 26, 2013, specifying goods and services in classes 9 and 41, with claims of first use in commerce on March 19, 2013 with respect to goods in class 9, including downloadable graphics, namely, digital static and animated images for use in instant messaging; and May 28, 2010 with respect to services in class 41, including online journals, namely, blogs featuring text and short animation of cats and pets;
- United States trademark registration number 5,143,331, registered on February 14, 2017, specifying goods in classes 14, 16, 21, 25, and 28, with claims of first use in commerce on November 7, 2016 with respect to goods in class 14; April 20, 2015 with respect to goods in class 16; April 21, 2015 with respect to goods in class 21; March 19, 2011 with respect to goods in class 25; and April 11, 2011 with respect to goods in class 28, including plush toys;
- Chinese trademark registrations numbers 32778335, 32778336, 32778337, 32778338, 32778340, and 32778341, each registered from April 21, 2019 or April 14, 2019, and specifying goods in classes 26, 25, 21, 20, 16, and 14, respectively.

The above trademark registrations remain current. The Complainant has licensed the manufacture and distribution of a wide range of Pusheen merchandise, among other products. The Complainant has registered the domain name <pusheen.com> that it uses in connection with a website where it provides information about “Pusheen” and offers its products for sale. Pusheen has social media accounts including a Facebook page that has over 8.4 million followers and an Instagram account that has approximately 2.1 million followers. According to evidence presented by the Complainant, since 2019 its products have included a “Squisheen” collection of plush toys made with elastic fabric that is very soft. The original

collection contained six styles in the shape of cartoon cats. The Complainant offers the Squisheen collection for sale at its online store and through authorized retailers.

The Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) is a plush and pillow toy company. According to evidence presented by the Complainant, the Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) appears to be related to Starpony Limited, which is incorporated in the United States. According to evidence presented by the Respondent, the Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) it has a wholly-owned subsidiary named Guangzhou Mohuanxingkong Culture Technology Co., Ltd. that filed United States trademark applications numbers 97,230,735 and 97,233,013, both for SQUISHEEN, on January 20, 2022 and January 22, 2022, respectively, specifying pillows, plush toys and other goods in classes 20 and 28, respectively. Those applications were published for opposition on December 6, 2022 and are currently pending.

The disputed domain name was registered on January 6, 2022. It resolves to a website in English titled "Squisheen.com" that promotes and sells a range of plush and pillow toys. The website promotes "Original designed Mewaii characters". Many of the products are branded Mewaii, in some cases in conjunction with "Squisheen". Prices are quoted in USD and other currencies. Shipping is available to the United States and other countries. The website displays customer reviews. According to the evidence, products on the website are also marketed through social media accounts. In particular, a Facebook account named with the disputed domain name includes one video that has received over 6,000 likes. An Instagram account named "squisheen_official" has over 27,000 followers and one video uploaded to it has had over 3.5 million views. According to the Response, the website is jointly operated by both 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) and 江西尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.).

The Complainant's legal representative sent a cease-and-desist letter to the Respondent on March 23, 2022.

5. Parties' Contentions

A. Complainant

The disputed domain name is identical to the Complainant's SQUISHEEN trademark and confusingly similar to the Complainant's PUSHEEN trademark. The Complainant has common law rights in the SQUISHEEN mark in connection with plush toys, stuffed toys, and other amusements. The Complainant and/or its authorized licensees and distributors have used the mark in connection with those goods continuously since January 2019. The Complainant has numerous trademark registrations for PUSHEEN in the United States and around the world in connection with a wide variety of goods and services. Pusheen was originally created as a webcomic character in 2010 and has become an Internet celebrity.

The Respondent has no rights or legitimate interests in respect of the disputed domain name. Given the long usage of the SQUISHEEN and PUSHEEN marks, there can be no dispute that the Respondent was aware of these marks when it registered the disputed domain name. There is no evidence to support an argument that the Respondent is commonly known by the disputed domain name. The Complainant has never licensed or otherwise authorized the Respondent's use of its SQUISHEEN and PUSHEEN marks in any domain name. Evidence of the Respondent's commercial use of the disputed domain name refutes any possible claim of a legitimate noncommercial or fair use of the disputed domain name.

The disputed domain name was registered and is being used in bad faith. The Complainant's commercial use of its SQUISHEEN mark and use and registration of its PUSHEEN mark long predated the Respondent's registration of the disputed domain name. Where, as here, a domain name is so obviously connected with a complainant, its very use by a registrant with no connection to the Complainant suggests opportunistic bad faith. The Respondent's use of a privacy service supports an inference of bad faith. The Respondent did not reply to the Complainant's cease-and-desist letter or cease use of the disputed domain name.

B. Respondent

The Complainant has no rights in a mark for SQUISHEEN. According to the WIPO definition, a trademark is a distinctive identifier of a person or enterprise as the producer or provider of a good or service. The evidence presented by the Complainant does not demonstrate that it has any such rights as its website, product names, advertising and trademark registrations are all for PUSHEEN. The evidence does not show that the Complainant has used SQUISHEEN as a trademark since 2019 or obtained any registrations for such a mark. Even if the Complainant previously used a SQUISHEEN trademark, the advertising and sales data presented by the Complainant principally relates to PUSHEEN. The disputed domain name is not identical or confusingly similar to the Complainant's PUSHEEN mark. Their pronunciation and meaning are completely dissimilar. "Squisheen" was not a pre-existing word; the Respondent formed it as a combination of the English word "squishy" and the English suffix "-een" to describe fluffy products such as plush toys, unlike PUSHEEN, which contains the English word "push". Their length and structure are very different.

The Respondent has rights and legitimate interests with respect to the disputed domain name. The Respondent's evidence proves that its use of the disputed domain name is in good faith. Before the Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) and its subsidiary used the SQUISHEEN mark, they had never heard of a third party using it. The Respondent searched the Chinese and United States trademark databases and found no registrations or applications for SQUISHEEN in relevant classes. They had never heard of the Complainant or had any form of cooperation with it. The wholly-owned subsidiary of the Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) has filed United States trademark applications for SQUISHEEN. The Respondent has legitimate reasons to register the disputed domain name and to use the SQUISHEEN mark. The Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) established a website associated with the disputed domain name at the end of January 2022 that it manages together with the Respondent 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.). Since it was established, the website sells plush toys and pillows of many different kinds and has received positive reviews from users. Further, apart from its website, the Respondent has since February 2022 created social media accounts to publicize its Squisheen products.

The disputed domain name was not registered and is not being used in bad faith. Prior to the registration of the disputed domain name, no party had registered a <squisheen.com> domain name or a SQUISHEEN trademark. The Respondent uses the disputed domain name in connection with a website to publicize and sell products; and did not register it primarily for the purpose of resale. The Respondent uses the disputed domain name for its own use, not to prevent the Complainant from reflecting its mark in a corresponding domain. The Respondent uses the disputed domain name to promote Squisheen products and this cannot objectively or subjectively disrupt the Complainant's business, which uses the domain names <pusheen.com> and <pusheen.shop>. The Respondent sells Squisheen products whereas the Complainant sells Pusheen products; the styles of their respective products are very different and their websites are very different. All the Complainant's products and publicity revolve around Pusheen whereas the Respondent exclusively uses a Squisheen brand, so there is no way this creates confusion for Internet users or misleads them as to the source, sponsorship, affiliation or endorsement of the Respondent's products. No consumer has ever mistaken the Respondent's products for those of the Complainant and the Complainant provides no evidence of actual confusion.

6. Discussion and Findings

6.1. Preliminary Issues

A. Identity of the Respondent

Paragraph 1 of the Rules identifies the Respondent as “the holder of a domain-name registration against which a complaint is initiated”.

The Panel notes that the Registrar verified that the registrant of the disputed domain name is 星空優品（香港）文化科技有限公司 (Starpony (HK) Limited). The second amended Complaint lists “domain owners” Star Premium (Hong Kong) Culture Technology Co., Ltd. and Starpony (HK) Limited as the Respondents. However, these appear to be the same company as the first name is a literal translation of the company’s Chinese name and the second is the same company’s English name. The second amended Complaint also refers to Jiangxi Shangshangpin Electronic Commerce Co., Ltd. The Response was filed by 星空優品（香港）文化科技有限公司 (Starpony (HK) Limited) and 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.) which jointly operate the website associated with the disputed domain name.

Accordingly, the Panel determines that both 星空優品（香港）文化科技有限公司 (Starpony (HK) Limited) and 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.) are respondents refers to them jointly and individually in this Decision as “the Respondent”.

The second amended Complaint and the Response also refer to another person, namely Wu Yifeng. The Panel notes that this individual has been confirmed by the Registrar as the administrative, technical and billing contact of the disputed domain name.

B. Language of the Proceeding

Paragraph 11(a) of the Rules provides that “unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding”. The Registrar confirmed that the Registration Agreement for the disputed domain name is in Chinese.

The Complainant requests that the language of the proceeding be English. Its main arguments are that (i) the use of English would not be prejudicial to the Respondent’s ability to articulate its arguments as the Respondent is clearly familiar with the English language, as evidenced by the facts that the website associated with the disputed domain name is in English, the disputed domain name itself is in English, the Respondent exclusively uses English in social media accounts associated with the disputed domain name, and the Respondent uses USD to process payments via the website associated with the disputed domain name, and the Respondent’s global headquarters are in the United States; and (ii) the use of Chinese would be prejudicial to the Complainant’s ability to articulate its arguments as it does not understand that language and translation of the Complaint would lead to unnecessary delay.

The Respondent requests that the language of the proceeding be Chinese. Its main arguments are that the language of the Registration Agreement is Chinese; it is a Chinese company, all its employees are Chinese, it can only use Chinese in an administrative proceeding and it can only understand the Complaint with the aid of a translation tool that is prone to mistakes.

Paragraphs 10(b) and (c) of the Rules require the Panel to ensure that the Parties are treated with equality, that each Party is given a fair opportunity to present its case and that the administrative proceeding take place with due expedition. Prior UDRP panels have decided that the choice of language of the proceeding should not create an undue burden for the parties. See, for example, *Solvay S.A. v. Hyun-Jun Shin*, WIPO Case No. [D2006-0593](#); *Whirlpool Corporation, Whirlpool Properties, Inc. v. Hui'erpu (HK) electrical appliance co. Ltd.*, WIPO Case No. [D2008-0293](#).

The Panel observes that the Complaint and amended Complaints in this proceeding were filed in English. The website to which the disputed domain name resolves is also available in English, from which it is reasonable to infer that the Respondent understands that language, despite its submission to the contrary. Moreover, the Respondent has filed a detailed Response (that includes passages in English) from which it is clear that the Respondent has understood the second amended Complaint and been able to present its case. Therefore, the Panel considers that requiring either Party to translate its submission would create an undue burden and delay the proceeding whereas accepting the original versions of all submissions does not cause prejudice to either Party.

Having considered all the circumstances above, the Panel determines under paragraph 11(a) of the Rules that the language of this proceeding is English but the Panel will accept the Response as filed in Chinese, without translation.

6.2. Substantive Issues

Paragraph 4(a) of the Policy provides that the Complainant must prove each of the following elements:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

Based on the evidence of trademark registrations presented, the Panel finds that the Complainant has rights in the PUSHEEN mark. However, in view of the findings below, it is unnecessary to compare this trademark to the disputed domain name for the purposes of this Decision.

The Complainant asserts unregistered or common law rights in the SQUISHEEN mark. In order to establish such rights for the purposes of the UDRP, the Complainant must show that its alleged mark has become a distinctive identifier that consumers associate with its goods or services, or both. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)), section 1.3.

In the present case, the evidence shows that the Complainant announced a new “Squisheen” collection of plush toys on April 22, 2019. The Complainant’s authorized distributor advertised for sale the Squisheen collection of plush toys in its 2019 catalog. The collection began with six styles in the shape of cartoon cats and has since expanded. It continues to be promoted and offered for sale as “Squisheen” at the Complainant’s website “www.pusheen.com” and through authorized retailers, including Amazon and Target, which publish customer reviews of products in this collection on their websites. The evidence includes photographs of swing tags and fabric labels that display the PUSHEEN mark and the words “Pusheen Squisheen”. The evidence also includes third party references to the Squisheen collection of plush toys on social media since 2019.

The Complainant submits a declaration containing assertions regarding direct and documented sales specifically of Squisheen products by itself and its authorized distributor, respectively. However, the Panel does not take these sales figures into account because they are disputed by the Respondent and not substantiated.

The Panel notes that the term “squisheen” is not composed solely of descriptive terms that are not inherently distinctive. The term contains the dictionary word “squish”, which is a verb meaning to crush something that is soft¹, and aurally it contains the dictionary word “squishy”, which means soft, yielding, and usually moist.² The latter word describes a characteristic of the Complainant’s Squisheen collection of plush toys, which is that they are very soft. Nevertheless, the term “squisheen” also incorporates the suffix “-een”, derived from

¹ See [“https://dictionary.cambridge.org/dictionary”](https://dictionary.cambridge.org/dictionary)

² See [“https://www.merriam-webster.com/dictionary”](https://www.merriam-webster.com/dictionary)

the Complainant's PUSHEEN mark, name, and character, and it is thus a coined word.

Based on the evidence submitted, the Panel is satisfied that the Complainant has demonstrated that the term SQUISHEEN has become a distinctive identifier that consumers in the United States and elsewhere associate with a particular collection of plush toys marketed by the Complainant. Therefore, the Panel finds that the Complainant has common law rights in the trademark SQUISHEEN in the United States since some point in time subsequent to early 2019 and prior to the filing of the Complaint.

The disputed domain name is identical to the SQUISHEEN mark. Its only additional element is a generic Top-Level Domain ("gTLD") suffix ".com" which, as a standard requirement of domain name registration, may be disregarded in the comparison between the disputed domain name and the SQUISHEEN mark. See [WIPO Overview 3.0](#), section 1.11.

Therefore, the Panel finds that the disputed domain name is confusingly similar to a trademark in which the Complainant has rights. The Complainant has satisfied the first element in paragraph 4(a) of the Policy.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy sets out the following circumstances which, without limitation, if found by the Panel, shall demonstrate that the respondent has rights to, or legitimate interests in, a disputed domain name, for the purposes of paragraph 4(a)(ii) of the Policy:

- (i) before any notice to [the respondent] of the dispute, [the respondent's] use of, or demonstrable preparations to use, the [disputed] domain name or a name corresponding to the [disputed] domain name in connection with a *bona fide* offering of goods or services; or
- (ii) [the respondent] (as an individual, business, or other organization) [has] been commonly known by the [disputed] domain name, even if [the respondent has] acquired no trademark or service mark rights; or
- (iii) [the respondent is] making a legitimate noncommercial or fair use of the [disputed] domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

As regards the first and third circumstances set out above, the Respondent uses the disputed domain name in connection with a website titled "Squisheen.com" where it offers plush and pillow toys for sale. The disputed domain name and website title contain the Complainant's unregistered SQUISHEEN mark and the Respondent uses them in connection with a type of product that is identical to the Complainant's SQUISHEEN collection, *i.e.*, plush toys. It is not alleged by either Party that the Respondent's products are those of the Complainant or that they are counterfeits. However, the Parties agree that there has never been any form of license or cooperation between them. These circumstances indicate that the Respondent is not using the disputed domain name in connection with a *bona fide* offering of goods or services for the purposes of the Policy. Given that the Respondent uses the disputed domain name in connection with an online store, that is not a legitimate noncommercial or fair use of the disputed domain name either.

With respect to the second circumstance set out above, one Respondent's name is shown in the Registrar's database as 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited) and its contact person is 雷蒙 (lei meng), not the disputed domain name. The other Respondent's name is 江西上尚品电子商务有限公司 (Jiangxi Shangshangpin Electronic Commerce Co., Ltd.) which also differs from the disputed domain name.

In summary, the Panel considers that the Complainant has made a *prima facie* case that the Respondent has no rights or legitimate interests in respect of the disputed domain name.

Turning to the Respondent's arguments, it submits that it uses the disputed domain name in good faith and that it had never heard of the Complainant or had any form of cooperation with it when the Respondent registered the disputed domain name. However, "Squisheen" is not a dictionary word and, given the findings

regarding bad faith in Section 6.2.C below, the Panel considers it likely that the Respondent was aware of the Complainant's SQUISHEEN collection prior to this dispute.

The Respondent argues that it is known by the disputed domain name. The Panel notes that the Respondent's website uses the term "squisheen" to refer to certain products in different families or collections rather than to the Respondent itself. Indeed, the website gives the impression that the Respondent's brand is more likely to be "Mewaii". That impression is confirmed by clicking on a large icon on the homepage that reads "Squisheen 2023 upgrade", which redirects to a very similar website associated with the domain name <mewaii.com> but titled "Mewaii" and selling the same products without reference to "Squisheen".³ The Respondent also refers to social media accounts created in January and February 2022 with names that include "Squisheen". Assuming that these social media accounts belong to the Respondent, the Panel notes that the brand displayed in many of the images uploaded to the Instagram account is Mewaii, not Squisheen, and the account is associated with another Instagram account for "mewaii_official", as well as the disputed domain name. There is little evidence regarding the Facebook account. These accounts appear to be generating traffic to the website associated with the disputed domain name but promoting Mewaii products. The Panel does not consider that this evidence demonstrates that the Respondent as an individual, business or organization is commonly known by the disputed domain name.

The Respondent argues that it has rights due to United States trademark applications for SQUISHEEN filed by the wholly-owned subsidiary of the Respondent 星空優品 (香港)文化科技有限公司 (Starpony (HK) Limited). It suffices for the Panel to note that those trademark applications have not proceeded to grant and are merely pending. Therefore, they do not generate rights for the purpose of the Policy.

In view of these circumstances, the Panel does not consider that the Respondent has rebutted the Complainant's *prima facie* case.

Therefore, based on the record of this proceeding, the Panel finds that the Complainant has satisfied the second element in paragraph 4(a) of the Policy.

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy provides that certain circumstances, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith, but these circumstances are not exhaustive. The fourth circumstance is as follows:

(iv) by using the [disputed] domain name, [the respondent has] intentionally attempted to attract, for commercial gain, Internet users to [the respondent's] website or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of [the respondent's] website or location or of a product or service on [the respondent's] website or location.

The disputed domain name was registered in 2022, after the Complainant's common law rights arose in the SQUISHEEN mark. The disputed domain name is identical to the SQUISHEEN mark, which is not a dictionary word, and the disputed domain name resolves to a website that offers for sale goods of a type identical to those of the Complainant, *i.e.*, plush toys. Given that the Parties are competitors, it is likely that they were aware of each other, particularly considering the Complainant's reputation in the United States where the Respondent markets its products, even when taking into account that the SQUISHEEN collection is not the Complainant's flagship product. The Respondent submits that it had never heard of the Complainant before it registered the disputed domain name and that it coined the word "squisheen" independently based on the meaning of "squishy" and the softness of its plush toys. However, it does not explain its addition of the suffix "-een", which also appears in the Complainant's unregistered mark. Nor does it address the fact that its plush toys include cartoon cats, like the original styles in the Complainant's

³ The Panel notes its general powers articulated *inter alia* in paragraphs 10 and 12 of the Rules and has visited the website associated with the disputed domain name in order to verify the evidence presented by both Parties regarding its content. The Panel considers this process of verification useful in assessing the merits of the dispute and reaching a decision. See [WIPO Overview 3.0](#), section 4.8.

Squisheen collection. In the circumstances, the Panel does not accept that the Respondent's choice of "squisheen" was a coincidence. Rather, the Panel considers it likely that the Respondent was aware of the Complainant's Squisheen collection when it adopted the name "Squisheen" and registered it in the disputed domain name in bad faith.

The Respondent points out that no party had previously registered a <squisheen.com> domain name or a SQUISHEEN trademark. However, the Complainant's unregistered or common law rights in the SQUISHEEN trademark predated the disputed domain name and the Complainant never consented to the Respondent's registration of it.

As regards use, the disputed domain name resolves to a website that prominently displays the disputed domain name, including the Complainant's SQUISHEEN mark, and offers for sale goods of a type identical to those of the Complainant, *i.e.*, plush toys. Although the Respondent's website does not refer to the PUSHEEN trademark or the Complainant by name, in view of the above findings, the Panel finds that, by using the disputed domain name, the Respondent has intentionally attempted to attract for commercial gain, Internet users to the Respondent's website by creating a likelihood of confusion with the Complainant's SQUISHEEN mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website or of the plush and pillow toys offered for sale on that website, within the terms of paragraph 4(b)(iv) of the Policy.

The Respondent argues that its use of the disputed domain name cannot objectively or subjectively disrupt the Complainant's business. The Panel does not agree. Although the Complainant's website is associated with domain names that contain "Pusheen", the Complainant uses "Squisheen" to refer to a collection of its products. Although the Parties' respective "Squisheen" products are of different designs, they are of an identical type. Although there is no evidence on the record of instances of actual confusion, the use of the disputed domain name clearly creates a risk of confusion.

Therefore, the Panel finds that the disputed domain name has been registered and is being used in bad faith. The Complainant has satisfied the third element in paragraph 4(a) of the Policy.

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if the panel finds that the complaint "was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder", the panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. Paragraph 1 of the Rules defines "Reverse Domain Name Hijacking" as "using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name".

The Respondent believes that the Complaint was filed in bad faith in an attempt at Reverse Domain Name Hijacking.

The Panel does not find that the Complaint was brought in bad faith or that it is an attempt at Reverse Domain Name Hijacking; on the contrary, the Panel has upheld the Complaint.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <squisheen.com> be transferred to the Complainant.

/Matthew Kennedy/

Matthew Kennedy

Sole Panelist

Date: December 23, 2022