FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Registration details (VA 2-411-837, effective June 2, 2025, work made for hire, first published April 18, 2025) come from a summary of the certificate. Check them against the actual certificate. The captures are dated October 2025, and the documents do not show when Brightmarrow's use began.
- The documents say no trademark registration has been filed for FERNHOLLOW. The letter relies only on use since January 2025 and does not call the name registered. Confirm that approach and how the claim should be framed.
- Mr. Ashby says the images came from "a free download site." The documents contain no support for this. Confirm with the client that it never posted the images for free use and never licensed them.
- The October 14, 2025 social media post is described as showing "three of the client's illustrations." The documents do not say which three. "Lichen Study No. 3" does not appear in any captured listing.
- Customer names are left out for privacy. Confirm the client is comfortable relying on these two emails and whether to enclose them.
- The sold counts (86, 142, 61) are copied as shown on each page on the capture date. They are not totaled, and no dollar figure is calculated. The demand amount and response deadline are placeholders.
- The documents show the listings and post still online as of November 15, 2025. Re-check before sending.
- The recipient's address and delivery method are missing. Confirm whether Brightmarrow Prints is a sole proprietorship or an entity.
- Confirm whether to enclose the side-by-side comparisons and capture log, which the capture log says exist but are not in the files provided.
- Check the [VERIFY] items in the Reservation of Rights section: the federal law references and the Oregon unfair competition and trademark rule.

Yamada Thornquist LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Colin Ashby
Brightmarrow Prints
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand to Cease and Desist: Infringement of "Mossback Meadow Collection" (Copyright Reg. No. VA 2-411-837) and Unauthorized Use of the FERNHOLLOW Name. Our Client: Fernhollow Paper Studio LLC

Dear Mr. Ashby:

Introduction

We represent Fernhollow Paper Studio LLC ("Fernhollow"). Brightmarrow Prints is selling and advertising copies of Fernhollow's copyrighted "Mossback Meadow Collection" illustrations and is using the name Fernhollow in its listings and advertising, without our client's permission [firm notes]. We write to demand that this use stop immediately.

Our client's work and name

Fernhollow, of Wrenfield, Oregon, owns the copyright in the "Mossback Meadow Collection," a set of 12 watercolor illustrations. The collection is registered with the U.S. Copyright Office under Registration No. VA 2-411-837, with an effective date of registration of June 2, 2025 [copyright_registration_and_work.pdf p.1]. Fernhollow is the claimant. The author is Ingrid Solberg, and the work was made for hire for Fernhollow [copyright_registration_and_work.pdf p.1].

Ms. Solberg painted the 12 original watercolors between January and March 2025, and the studio keeps dated sketchbook pages and layered scan files [copyright_registration_and_work.pdf p.1]. The collection was first published on April 18, 2025, when it was released as greeting cards and 8x10 art prints on the Fernhollow online shop and at the Wrenfield Saturday Market [copyright_registration_and_work.pdf p.1]. The illustrations include "Fern and Fiddlehead," "Trillium at Dusk," "Lichen Study No. 3" and "Moss Wren." Each is signed with the studio's small fern-leaf mark in the lower right corner [copyright_registration_and_work.pdf p.1].

Fernhollow has also sold cards and prints under the name FERNHOLLOW since January 2025. It has used the name on its website, product packaging, market booth signs and social media accounts [copyright_registration_and_work.pdf p.1].

The infringing use

Our client documented the following uses by Brightmarrow Prints between October 6 and October 14, 2025 [infringing_listings_capture.pdf p.1]:

Date found	Where	Description	Source
October 6, 2025	brightmarrowprints.shop/products/fern-fiddlehead-print	Listing titled "Fernhollow Style Fern and Fiddlehead Watercolor Print." The image is our client's "Fern and Fiddlehead" with the fern-leaf mark cropped out. Price $22.00. Page shows "86 sold."	[infringing_listings_capture.pdf p.1]
October 6, 2025	brightmarrowprints.shop/products/trillium-dusk-card-set	Listing titled "Trillium at Dusk Card Set, 10 pack." The image matches our client's "Trillium at Dusk," with colors slightly shifted. Price $18.00. Page shows "142 sold."	[infringing_listings_capture.pdf p.1]
October 9, 2025	Crafthaven Marketplace, shop "BrightmarrowPrints," listing 55190	Listing titled "Moss Wren Art Print, Fernhollow Meadow Collection." The image is our client's "Moss Wren." Price $24.00. Listing shows "61 sales."	[infringing_listings_capture.pdf p.1]
October 14, 2025	Social media account brightmarrow.prints	Post advertising "our new Fernhollow-inspired meadow line" with images of three of our client's illustrations.	[infringing_listings_capture.pdf p.1]

Prices and sold counts are as shown on each page on the capture date [infringing_listings_capture.pdf p.1]. Side-by-side comparisons of each image with our client's original scan files show that the brush strokes, leaf placement and paper texture match the originals. None of the Brightmarrow listings credits Ms. Solberg or Fernhollow as the artist [infringing_listings_capture.pdf p.1].

The use of our client's name has also caused confusion among customers. On October 11, 2025, a customer who bought a "Moss Wren" print from BrightmarrowPrints on Crafthaven wrote to Fernhollow about the quality of the product and asked whether it really came from our client's studio [customer_emails_and_contact.pdf p.1]. On October 16, 2025, another customer wrote to Fernhollow about a "Trillium" card set that never arrived, which the customer described as ordered from "your other shop, Brightmarrow" [customer_emails_and_contact.pdf p.1].

Ms. Solberg wrote to Brightmarrow Prints on October 20, 2025, stating that the works were not licensed and asking that the listings be removed [customer_emails_and_contact.pdf p.1]. On October 22, 2025, you responded that the images were "on a free download site," that "Fernhollow style" "just describes the look," and that Brightmarrow would not take the listings down [customer_emails_and_contact.pdf p.1]. Our client did not license these works to you [customer_emails_and_contact.pdf p.1]. As of November 15, 2025, all four listings and the social media post remained online [customer_emails_and_contact.pdf p.1].

Demand

On behalf of Fernhollow, we demand that Brightmarrow Prints and everyone acting with it do the following:

- Stop all use, reproduction, display, advertising and sale of the Mossback Meadow Collection illustrations, including "Fern and Fiddlehead," "Trillium at Dusk," "Moss Wren" and any other image copied from our client's work.
- Stop all use of the name Fernhollow, including in phrases such as "Fernhollow Style," "Fernhollow Meadow Collection" and "Fernhollow-inspired," in any listing, advertisement, product name, tag or social media post.
- Remove all such material from brightmarrowprints.shop, from Crafthaven Marketplace (including listing 55190), from the social media account brightmarrow.prints, and from any other location where it appears.
- Stop selling all products that bear or reproduce the images, and provide a written accounting of all sales to date. The accounting should state the number of units sold, the prices, the dates and the platforms for each product.
- Destroy or surrender to us all infringing copies, including printed inventory and digital files, and identify the source from which the images were obtained.
- Pay our client for past sales: [ADD: demand amount].
- Confirm in writing, by [ADD: response deadline], that you have complied with each item above.

Brightmarrow Prints must also preserve all documents and data related to this matter. These include listing records, sales and payment records, communications with customers and platforms, files and records showing where the images were obtained, and printing and supplier records. Do not delete or alter any of them.

Reservation of rights

Brightmarrow Prints' conduct may give rise to claims under federal copyright law [VERIFY], federal trademark law [VERIFY] and Oregon unfair competition rules [VERIFY]. [VERIFY: Oregon rule on unfair competition and trademark use]. This letter is not a complete statement of the facts or of our client's claims. Fernhollow reserves all of its rights and remedies, whether or not mentioned here, and nothing in this letter waives any of them.

Please direct all further communication on this matter to me.

Sincerely,

Kenji Yamada
Yamada Thornquist LLP