



DECISION OF THE THIRD-PARTY DECIDER

Sharkninja Operating LLC / Zhao KE

Case N° 444243 / sharkninja.be

I. PARTIES

I.1. Complainant

Sharkninja Operating LLC, 89 A Street #100, Needham, MA 02494, United States, represented by CSC Digital Brand Services Group AB

I.2. Respondent – Domain name holder

Zhao KE, 161 QuAi Road, Pudong, Shanghai 201203 China, not represented.

II. DOMAIN NAME

sharkninja.be (the “**Domain Name**”), registered on 12 May 2023

III. PROCEDURE

1. On 6 June 2025, the Complainant submitted a complaint to CEPANI, requesting the transfer of the Domain Name. The Complainant states that the Complainant is not aware of other proceedings have been commenced or terminated in relation to the Domain Name. The Complainant did not offer the Respondent the possibility to voluntarily proceed with the execution of the relief sought.
2. The Respondent did not file a response to the complaint.
3. On 15 July 2025, the Third-Party Decider was appointed by CEPANI to settle the dispute. On the same day, copy of the file was forwarded to the Third-Party Decider.
4. Deliberations were closed on 22 July 2025.



IV. FACTUAL BACKGROUND

5. The Complainant asserts that it is a US-based company active in small household appliances and cleaning solutions. It offers cleaning appliances under the trade mark SHARK. It offers kitchen appliances under the trade mark NINJA.
6. The Complainant asserts that it is active in over 35 markets, including the United States, China and the European Union. The Complainant asserts that it realised 5.5 billion USD in net sales in 2023.
7. The Complaint references seven trade marks of which the Claimant is the registered proprietor, three of which cover the sign SHARKNINJA, two for the sign SHARK and two for the sign NINJA. The Complainant says that it maintains an internet and e-commerce presence through its primary websites, including a website hosted under the domain name sharkninja.com. And the Complaint references awards won by the Complainant.
8. According to WHOIS information, the Respondent is a resident of the People's Republic of China. The Respondent has not submitted a response to the Complaint. The Complainant asserts that he or she "is not sponsored by or affiliated with Complainant in any way, nor has Complainant given [the Respondent] permission to use Complainant's trademarks in any manner, including in domain names."

V. POSITION OF THE PARTIES

9. The Complainant's position is essentially as follows:
 - The Domain Name is identical or confusingly similar to the SHARKNINJA trade marks held by the Complainant, the SHARKNINJA trade name of the Complainant and of its European subsidiary, Sharkninja Europe Ltd. and to the Complainant's NINJA and SHARK trade marks.
 - The Respondent has no right or legitimate interest in the Domain Name because (1) the Complainant has not granted him or her permission to use its trade marks, (2) nothing in the public record indicates that he or she is commonly known by the Domain Name, (3) the Domain Name redirects to a parking page where it is offered for sale and so it is not used to provide a bona fide offering of goods or services.



- The Domain Name was registered and/or is being used in bad faith, because (1) the composition of the Domain Name makes it illogical to believe that the Respondent has registered the Domain Name without specifically targeting the Complainant, (2) the Respondent knew or should have known of the Complainant's trade marks and registration of a domain name containing well-known trade marks constitutes bad faith per se, (3) the Domain Name is currently offered for sale for 9,500 USD, (4) the Respondent ignored three notice letters sent by the Complainant prior to the dispute, and (5) the Respondent has engaged in a pattern of conduct of cybersquatting, as is evidenced by 5 prior CEPANI cases against the Respondent, as well as 39 adverse UDRP decisions involving the Respondent.

10. The Respondent has not filed a response.

VI. DISCUSSION & FINDINGS

11. To obtain the transfer of a domain name, the Complainant must assert and prove, under Section 10.b.1 of the Policy, that (i) the registrant's domain name is identical or confusingly similar to a trademark, a trade name, a registered name or a company name, a geographical designation, a name of origin, a designation of source, a personal name or name of a geographical entity in which the complainant has rights; that (ii) the registrant has no rights or legitimate interests in the domain name; and that (iii) the registrant's domain name has been registered or is being used in bad faith.
12. Under Article 15 of the Rules, the Third-Party Decider may proceed to take the decision if a party does not respond within the time limits set by the Rules. However, that provision does not exonerate the Complainant of the burden of proof under Section 10.b.1 of the Policy. The Third-Party Decider will address the three elements under the Policy in turn.

VI.1. The Domain Name is confusingly similar to the Complainant's trade marks

13. The Complainant asserts that the Domain Name is identical or confusingly similar to its trade marks and trade name. In terms of trade marks, the Complainant submits, as Annex 1 to the Complaint:
- 1) TMView extracts of two Chinese trade marks for SHARKNINJA with registration numbers 25443567 and 25443566



- 2) a WIPO Global Brand Database extract for an international registration for SHARKNINJA with registration number 1790975
 - 3) two EU trade marks for SHARK with registration numbers 002718419 and 003223062
 - 4) two EU trade marks for NINJA with registration numbers 008197667 and 018015645
14. Under Article 3.2.10 of the Rules, the Complainant must inter alia declare that the information in the Complaint is, to the best of his knowledge, complete and accurate. Against that backdrop, it would have been appropriate for the Complainant to disclose in the Complaint and/or Annex 1 that international trade mark application Nr. 1790975 has been provisionally refused in several jurisdictions and that it is no longer in effect in China.
15. However, this does not change that the domain name is identical to the SHARKNINJA trade marks referenced in the Complaint. For completeness, the Third-Party Decider notes that the .be TLD in the Domain Name does not negate identity between the domain name and the trade marks (see e.g. CEPANI Case N°. 44082, touringassurance.be; CEPANI Case N° 444132, Accenture-insights.be).
16. On the SHARK and NINJA trade marks, the Third-Party Decider accepts that the Domain Name is confusingly similar to these trade marks. In Airfrance-KLM.be, the panel accepted that the addition of one trade mark to another in a domain name does not exclude a likelihood of confusion between the domain name and those trade marks (CEPANI Case N° 44153, airfranceklm.be). It is no different, here.
17. The requirement of Section 10.b.1(i) of the Policy is satisfied because the Domain Name is identical resp. confusingly similar to the trade marks referred to in the Complaint. It is not necessary to assess the Complainant's statements in relation to alleged trade name rights.

VI.2. No apparent rights or legitimate interest in the Domain Name

18. The requirement of Section 10.b.1(ii) of the Policy is that the Domain Name Holder has no rights or legitimate interests in the Domain Name. According to Section 10.b.3 of the Policy, the Domain Name Holder can demonstrate such right or interest by showing that (a) prior to any notice of the dispute, he used the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or (b) the registrant (as an individual, business, or other organisation) has been commonly known by the domain name, even if he has no trademark; or (3) the registrant is making a legitimate and non-commercial or fair use of the domain



name, without intent to misleadingly divert consumers for commercial gain or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.

19. The Complainant asserts that the Respondent “is not sponsored by or affiliated with Complainant in any way” and that the Complainant has not given the Respondent “permission to use Complainant’s trademarks in any manner, including in domain names.” The Respondent has not denied this, although he or she has been given the occasion to do so after three notice letters by the Complainant, as well as in these proceedings.
20. The Domain Name is not currently (publicly) used in connection with a bona fide offering of goods or services. Nor is there any indication that the Respondent has made preparations for such use. Nothing in the record suggests that the Respondent is known by the Domain Name. Finally, the record includes no indication of any legitimate and non-commercial or fair use of the domain name, let alone that such use without the intent to misleadingly divert internet users is established. Again, although he or she has had ample opportunity to do so, the Respondent has not asserted, let alone proven, any right or interest in the Domain Name.
21. On balance and considering the evidence in relation to the third element outlined below, the Third-Party Decider considers that the requirement of Section 10.b.1(ii) of the Policy is satisfied because the Complainant has made a sound case that the Respondent has no apparent right or legitimate interest in the Domain Name.

VI.3. The Domain Name was registered and is being used in bad faith

22. The requirement of Section 10.b.1(iii) of the Policy is that the Domain Name was registered **or** is being used in bad faith. Under Section 10.b.2 of the Policy, bad faith can inter alia be established by “circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name to the complainant who is the owner of the trademark, trade name, registered name or company name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of the complainant, for a price that exceeds the costs that the registrant can show are directly related to the acquisition of the domain name”.
23. Firstly, although many parents will confirm that sharks and ninjas are very cool and that a ‘sharkninja’ must therefore be formidably awesome, the Third-Party Decider agrees with the



Complainant that it is highly unlikely that the Respondent has registered the Domain Name without specifically targeting the Complainant.

24. Secondly, the Domain Name is offered for sale at a price of 9,500 USD, which largely exceeds the costs directly related to the registration of a .be domain name. Although an offer to sell a generic domain name may not as such be sufficient to establish bad faith, 'sharkninja' is not a generic term.
25. Thirdly, the Complainant makes a compelling argument on a pattern of conduct of cybersquatting by the Respondent. In case 444130 (charlottetilbury.be), the panel held that the Respondent is "known in many UDRP decisions for this pattern of conduct". In case DME2020-0007, the panel acknowledged the Respondent's "prior history of previous cases under the UDRP regarding the registration and use in bad faith of other well-known trademarks belonging to third parties". This alone does not, in the view of the Third-Party Decider, justify a per se finding of bad faith. But it is a more than relevant factor in the context of all the evidence submitted in this case.
26. This accumulation of elements points to bad faith registration and use of the Domain Name. On the balance of probabilities and in the absence of any response by the Respondent, the Third-Party Decider finds that the requirement of Section 10.b.1(iii) of the Policy is satisfied.

VII. DECISION

27. The Third-Party Decider finds that the requirements of Section 10.b.1 of the Policy are satisfied. It is decided that the domain name **sharkninja.be** must be transferred to the Complainant.
28. Under Article 10(l) of the Policy, the dispute resolution fee is to be reimbursed to the Complainant.

Mechelen, 5 August 2025

Kristof Neefs
Third-Party Decider