

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MAG INSTRUMENT, INC.,
Plaintiff,
v.
VINSY TECHNOLOGY LIMITED,
Defendant.

Case No. EDCV 13-359 AB (OPx)
~~PROPOSED~~ JOINT STIPULATED
FINAL JUDGMENT
Hon. André Birotte, Jr.

1 Plaintiff Mag Instrument, Inc. and defendant Vinsy Technology Limited,
2 having stipulated to all the terms contained herein, and good cause having been
3 shown, IT IS HEREBY ORDERED AND ADJUDGED:

4 1. That defendant Vinsy Technology Limited, as MAG Technology Co.,
5 Ltd.'s assignee, has breached, and continues to breach, the January 18, 1996
6 Settlement Agreement between Mag Instrument, Inc. and MAG Technology Co.,
7 Ltd. (as modified, on March 7, 1996, to apply in all countries throughout the world)
8 by its maintenance of United States Trademark Registration No. 3,500,264 and its
9 use of the mark MAG (stylized) and all other marks that contain the term "MAG"
10 or any confusingly similar mark in connection with the following goods:

11 ELECTRONIC PUBLICATIONS, NAMELY, BOOKS FEATURING THE
12 SUBJECT MATTER OF ELECTRONIC WHITEBOARDS RECORDED ON
13 COMPUTER MEDIA; VIDEO CAMERAS; DIGITAL CAMERAS;
14 TELEVISION MONITORS FOR CLOSED-CIRCUIT TELEVISION; COMPACT
15 DISK PLAYERS; MULTIMEDIA PLAYERS, NAMELY, CD PLAYERS,
16 DIGITAL AUDIO PLAYERS, DIGITAL VIDEO PLAYERS; TELEVISION
17 APPARATUS FOR PROJECTION PURPOSES; PROJECTION SCREENS;
18 TELEVISION RECEIVERS; TV SETS; SATELLITE RECEIVERS; MP3
19 PLAYERS; LIQUID CRYSTAL DISPLAY TELEVISIONS; TELEVISION SETS
20 AND PARTS THEREOF; AUDIO SPEAKERS AND PARTS THEREFOR;
21 MULTIMEDIA TEACHING APPARATUS, NAMELY, AUDIOVISUAL
22 RECEIVERS; ELECTRIC STORAGE BATTERIES; ELECTRICAL STORAGE
23 BATTERIES; LITHIUM BATTERIES; TELEPHONE APPARATUS, NAMELY,
24 INTERCOMS; VIDEOPHONES; VIDEO CONFERENCE EQUIPMENT,
25 NAMELY, VIDEO MONITORS, MICROPHONES, AUDIO SPEAKERS, AND
26 CAMERAS; ELECTRIC COILS; and TUNER BOXES USED FOR TUNING
27 AND SELECTING THE CHANNELS OF A TV SYSTEM.

1 2. That defendant Vinsy Technology Limited, as MAG Technology Co.,
2 Ltd.'s assignee, has breached, and continues to breach, the January 18, 1996
3 Settlement Agreement between Mag Instrument, Inc. and MAG Technology Co.,
4 Ltd. (as modified, on March 7, 1996, to apply in all countries throughout the world)
5 by its maintenance of United Kingdom Trademark Registration No. 2562408 and
6 its use of the mark MAG (stylized) and all other marks that contain the term
7 "MAG" or any confusingly similar mark in connection with the following goods:
8 TELEVISION APPARATUS; CAMERAS [PHOTOGRAPHY]; CAMCORDERS;
9 SET-TOP BOXES; GRAPH PLOTTERS; NAVIGATIONAL INSTRUMENTS;
10 AUTOMATIC ADVERTISING MACHINES; DIGITAL PHOTO FRAMES FOR
11 DISPLAYING DIGITAL PICTURES; and VIDEO CLIPS AND MUSIC.

12 3. That defendant Vinsy Technology Limited, as MAG Technology Co.,
13 Ltd.'s assignee, has breached, and continues to breach, the January 18, 1996
14 Settlement Agreement between Mag Instrument, Inc. and MAG Technology Co.,
15 Ltd. (as modified, on March 7, 1996, to apply in all countries throughout the world)
16 by its maintenance of New Zealand Trademark Registration No. 832620 and its use
17 of the mark MAG (stylized) and all other marks that contain the term "MAG" or
18 any confusingly similar mark in connection with the following goods:
19 TELEVISION APPARATUS; CAMERAS [PHOTOGRAPHY]; CAMCORDERS;
20 SET-TOP BOXES; GRAPH PLOTTERS; NAVIGATIONAL INSTRUMENTS;
21 AUTOMATIC ADVERTISING MACHINES; DIGITAL PHOTO FRAMES FOR
22 DISPLAYING DIGITAL PICTURES; and VIDEO CLIPS AND MUSIC.

23 4. That defendant Vinsy Technology Limited, its officers, directors,
24 employees, attorneys, and all persons and/or entities acting for, with, by, through,
25 or in active concert or participation with it, be enjoined permanently from:

26 (a) Maintaining United States Trademark Registration No.
27 3,500,264, including the following goods: ELECTRONIC PUBLICATIONS,
28 NAMELY, BOOKS FEATURING THE SUBJECT MATTER OF ELECTRONIC

1 WHITEBOARDS RECORDED ON COMPUTER MEDIA; VIDEO CAMERAS;
2 DIGITAL CAMERAS; TELEVISION MONITORS FOR CLOSED-CIRCUIT
3 TELEVISION; COMPACT DISK PLAYERS; MULTIMEDIA PLAYERS,
4 NAMELY, CD PLAYERS, DIGITAL AUDIO PLAYERS, DIGITAL VIDEO
5 PLAYERS; TELEVISION APPARATUS FOR PROJECTION PURPOSES;
6 PROJECTION SCREENS; TELEVISION RECEIVERS; TV SETS; SATELLITE
7 RECEIVERS; MP3 PLAYERS; LIQUID CRYSTAL DISPLAY TELEVISIONS;
8 TELEVISION SETS AND PARTS THEREOF; AUDIO SPEAKERS AND
9 PARTS THEREFOR; MULTIMEDIA TEACHING APPARATUS, NAMELY,
10 AUDIOVISUAL RECEIVERS; ELECTRIC STORAGE BATTERIES;
11 ELECTRICAL STORAGE BATTERIES; LITHIUM BATTERIES; TELEPHONE
12 APPARATUS, NAMELY, INTERCOMS; VIDEOPHONES; VIDEO
13 CONFERENCE EQUIPMENT, NAMELY, VIDEO MONITORS,
14 MICROPHONES, AUDIO SPEAKERS, AND CAMERAS; ELECTRIC COILS;
15 and TUNER BOXES USED FOR TUNING AND SELECTING THE CHANNELS
16 OF A TV SYSTEM;

17 (b) Using or seeking to register, anywhere in the world, the mark
18 that is the subject of United States Trademark Registration No. 3,500,264 or any
19 other mark that contains the term "MAG" or any confusingly similar mark, in
20 association with or for any of the following goods: ELECTRONIC
21 PUBLICATIONS, NAMELY, BOOKS FEATURING THE SUBJECT MATTER
22 OF ELECTRONIC WHITEBOARDS RECORDED ON COMPUTER MEDIA;
23 VIDEO CAMERAS; DIGITAL CAMERAS; TELEVISION MONITORS FOR
24 CLOSED-CIRCUIT TELEVISION; COMPACT DISK PLAYERS;
25 MULTIMEDIA PLAYERS, NAMELY, CD PLAYERS, DIGITAL AUDIO
26 PLAYERS, DIGITAL VIDEO PLAYERS; TELEVISION APPARATUS FOR
27 PROJECTION PURPOSES; PROJECTION SCREENS; TELEVISION
28 RECEIVERS; TV SETS; SATELLITE RECEIVERS; MP3 PLAYERS; LIQUID

1 CRYSTAL DISPLAY TELEVISIONS; TELEVISION SETS AND PARTS
2 THEREOF; AUDIO SPEAKERS AND PARTS THEREFOR; MULTIMEDIA
3 TEACHING APPARATUS, NAMELY, AUDIO VISUAL RECEIVERS;
4 ELECTRIC STORAGE BATTERIES; ELECTRICAL STORAGE BATTERIES;
5 LITHIUM BATTERIES; TELEPHONE APPARATUS, NAMELY, INTERCOMS;
6 VIDEOPHONES; VIDEO CONFERENCE EQUIPMENT, NAMELY, VIDEO
7 MONITORS, MICROPHONES, AUDIO SPEAKERS, AND CAMERAS;
8 ELECTRIC COILS; and TUNER BOXES USED FOR TUNING AND
9 SELECTING THE CHANNELS OF A TV SYSTEM;

10 (c) Maintaining United Kingdom Trademark Registration No.
11 2562408 with respect to any of the following goods: TELEVISION APPARATUS;
12 CAMERAS [PHOTOGRAPHY]; CAMCORDERS; SET-TOP BOXES; GRAPH
13 PLOTTERS; NAVIGATIONAL INSTRUMENTS; AUTOMATIC
14 ADVERTISING MACHINES; DIGITAL PHOTO FRAMES FOR DISPLAYING
15 DIGITAL PICTURES; and VIDEO CLIPS AND MUSIC;

16 (d) Using or seeking to register, anywhere in the world, the mark
17 that is the subject of United Kingdom Trademark Registration No. 2562408 or any
18 other mark that contains the term "MAG" or any confusingly similar mark, in
19 association with or for any of the following goods: TELEVISION APPARATUS;
20 CAMERAS [PHOTOGRAPHY]; CAMCORDERS; SET-TOP BOXES; GRAPH
21 PLOTTERS; NAVIGATIONAL INSTRUMENTS; AUTOMATIC
22 ADVERTISING MACHINES; DIGITAL PHOTO FRAMES FOR DISPLAYING
23 DIGITAL PICTURES; and VIDEO CLIPS AND MUSIC;

24 (e) Maintaining New Zealand Trademark Registration No. 832620
25 with respect to any of the following goods: TELEVISION APPARATUS;
26 CAMERAS [PHOTOGRAPHY]; CAMCORDERS; SET-TOP BOXES; GRAPH
27 PLOTTERS; NAVIGATIONAL INSTRUMENTS; AUTOMATIC
28

1 ADVERTISING MACHINES; DIGITAL PHOTO FRAMES FOR DISPLAYING
2 DIGITAL PICTURES; and VIDEO CLIPS AND MUSIC;

3 (f) Using or seeking to register, anywhere in the world, the mark
4 that is the subject of New Zealand Trademark Application No. 832620 or any other
5 mark that contains the term "MAG" or any confusingly similar mark, in association
6 with or for any of the following goods: TELEVISION APPARATUS; CAMERAS
7 [PHOTOGRAPHY]; CAMCORDERS; SET-TOP BOXES; GRAPH PLOTTERS;
8 NAVIGATIONAL INSTRUMENTS; AUTOMATIC ADVERTISING
9 MACHINES; DIGITAL PHOTO FRAMES FOR DISPLAYING DIGITAL
10 PICTURES; and VIDEO CLIPS AND MUSIC; and

11 (g) Using the mark MAG or any mark that contains the term
12 "MAG" or any confusingly similar mark anywhere in the world, seeking to register
13 the mark MAG or any mark that contains the term "MAG" or any confusingly
14 similar mark anywhere in the world, or maintaining a registration for the mark
15 MAG or any mark that contains the term "MAG" or any confusingly similar mark
16 anywhere in the world for any goods and services other than computer peripherals
17 and computer-related goods and services (the following goods, for purposes of this
18 paragraph, being expressly *excluded* from the definition of "computer peripherals
19 and computer-related goods and services": ELECTRONIC PUBLICATIONS,
20 NAMELY, BOOKS FEATURING THE SUBJECT MATTER OF ELECTRONIC
21 WHITEBOARDS RECORDED ON COMPUTER MEDIA; VIDEO CAMERAS;
22 DIGITAL CAMERAS; TELEVISION MONITORS FOR CLOSED-CIRCUIT
23 TELEVISION; COMPACT DISK PLAYERS; MULTIMEDIA PLAYERS,
24 NAMELY, CD PLAYERS, DIGITAL AUDIO PLAYERS, DIGITAL VIDEO
25 PLAYERS; TELEVISION APPARATUS FOR PROJECTION PURPOSES;
26 PROJECTION SCREENS; TELEVISION RECEIVERS; TV SETS; SATELLITE
27 RECEIVERS; MP3 PLAYERS; LIQUID CRYSTAL DISPLAY TELEVISIONS;
28 TELEVISION SETS AND PARTS THEREOF; AUDIO SPEAKERS AND

1 PARTS THEREFOR; MULTIMEDIA TEACHING APPARATUS, NAMELY,
2 AUDIO-VISUAL RECEIVERS; ELECTRIC STORAGE BATTERIES;
3 ELECTRICAL STORAGE BATTERIES; LITHIUM BATTERIES; TELEPHONE
4 APPARATUS, NAMELY, INTERCOMS; VIDEOPHONES; VIDEO
5 CONFERENCE EQUIPMENT, NAMELY, VIDEO MONITORS,
6 MICROPHONES, AUDIO SPEAKERS, AND CAMERAS; ELECTRIC COILS;
7 and TUNER BOXES USED FOR TUNING AND SELECTING THE CHANNELS
8 OF A TV SYSTEM);

9 (h) Seeking a new registration for or registering, anywhere in the
10 world, a trademark or service mark that includes the term "MAG" (whether stylized,
11 not stylized, alone, or in connection with one or more other words, logos or
12 symbols);

13 (i) Opposing or in any way contesting any application by Mag
14 Instrument, Inc. (or a Mag Instrument, Inc. affiliate or licensee) to register
15 anywhere in the world a trademark or service mark that includes the term "MAG"
16 (whether stylized, not stylized, alone, or in connection with one or more other
17 words, logos, or symbol); or

18 (j) Attempting to cancel or in any way contesting any trademark or
19 service mark owned by Mag Instrument (or a Mag Instrument, Inc. affiliate or
20 licensee) anywhere in the world (now or in the future) that includes the term
21 "MAG" (whether stylized, not stylized, alone, or in connection with one or more
22 other words, logos, or symbol).

23 5. That defendant Vinsy Technology Limited is required, within ninety
24 (90) days after entry of this Judgment, to file with this Court and hand-deliver to
25 counsel for Mag Instrument, Inc. a written report, under oath, confirming that Vinsy
26 Technology Limited and its officers, directors, employees, attorneys, and all
27 persons and/or entities acting for, with, by, through, or in active concert or
28 participation with it, have fully complied with Paragraph 4, above, and detailing the

1 manner in which they have done so (which shall include details about retaining
2 local trademark attorneys in the United Kingdom and New Zealand for removal of
3 the violated items listed in Paragraph 4).

4 6. That United States Trademark Registration No. 3,500,264 is cancelled
5 with prejudice pursuant to 15 U.S.C. §1119 – and this Court has certified its decree
6 of cancellation with prejudice to the Director of the United States Patent and
7 Trademark Office.

8 7. That Mag Instrument, pursuant to Paragraph 5 of the January 18, 1996
9 Settlement Agreement between Mag Instrument, Inc. and MAG Technology Co.,
10 Ltd. (as modified, on March 7, 1996, to apply in all countries throughout the world)
11 is the "prevailing party" and shall be awarded its attorneys' fees and expenses
12 incurred in connection with the above-captioned action in the amount of Eighty
13 Thousand U.S. Dollars (\$80,000.00), which shall be paid by Vinsy Technology,
14 Limited to Mag Instrument, Inc. not later than December 21, 2014 (that is, received
15 by Mag Instrument, Inc. on or before that date).

16 8. Vinsy Technology Limited waives any right to appeal from this Final
17 Judgment.

18 9. This Court retains personal and subject matter jurisdiction over the
19 parties and any future disputes that may arise with respect to the January 18, 1996
20 Settlement Agreement between Mag Instrument, Inc. and MAG Technology Co.,
21 Ltd. (as modified, on March 7, 1996, to apply in all countries throughout the world)
22 and/or this Final Judgment.

23 ///

24 ///

25 ///

26 ///


27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10. Counsel for the Parties listed below have full authority to bind the Party for which they sign to the terms of this Final Judgment.

Dated: December 9, 2014

By: 

Hon. André Birotte Jr.
United States District Judge

1 Presented by:

2 Robert W. Dickerson (State Bar No. 89,367)

3 *rdickerson@manatt.com*

4 MANATT, PHELPS & PHILLIPS, LLP

5 11355 West Olympic Boulevard

6 Los Angeles, CA 90064

7 Telephone: (310) 312-4000

8 Facsimile: (310) 312-4224

9 Charles A. Kertell (State Bar No. 181,214)

10 *ckertell@manatt.com*

11 MANATT, PHELPS & PHILLIPS, LLP

12 695 Town Center Drive, 14th Floor

13 Costa Mesa, CA 92626

14 Telephone: (714) 371-2500

15 Facsimile: (714) 371-2550

16 Attorneys for Plaintiff

17 MAG INSTRUMENT, INC.

18 Maria W. Tam (State Bar No. 164,996)

19 *tamlawoffice@gmail.com*

20 LAW OFFICE OF MARIA W. TAM

21 809 South Atlantic Boulevard, Suite 205

22 Monterey Park, CA 91754

23 Telephone: (626) 281-9353

24 Facsimile: (626) 281-9354

25 Attorney for Defendant

26 VINSY TECHNOLOGY LIMITED

27

28