



CABLE NEWS NETWORK, INC.,
Petitioner,

-versus-

NELSON CHAN,
Respondent- Registrant.

}
} IPC No. 14-2014-00096
} Petition for Cancellation:
} Registration No. 4-1996-113970
} Date Issued: 24 August 2003
} TM: "CNN"
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NOTICE OF DECISION

BETITA CABILAO CASUELA SARMIENTO

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GREETINGS:

Please be informed that Decision No. 2014 - 249 dated October 14, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 14, 2014.

For the Director:


Atty. EDWIN DANILO A. DATING
Director III
Bureau of Legal Affairs



CABLE NEWS NETWORK, INC.,	}	IPC No. 14-2014-00096
Petitioner,	}	Petition for Cancellation:
	}	
- versus -	}	Registration No. 4-1996-113970
	}	Date Issued: 24 August 2003
NELSON CHAN,	}	
Respondent-Registrant.	}	Trademark: CNN
x-----x	x	Decision No. <u>249</u>

DECISION BASED ON COMPROMISE AGREEMENT

CABLE NEWS NETWORK, INC. ("Petitioner") filed on 25 February 2014 a Petition for Cancellation of Trademark Registration No. 4-1996-113970. The registration, issued to NELSON CHAN ("Respondent-Registrant"), covers the mark CNN for use on "shoes, sandals, boots, jeans, pants, slacks, t-shirts, suits, polo shirts, briefs, shorts, socks, jogging pants, sweatshirts, jackets, blouses" under Class 25 of the International Classification of goods.

This Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Registrant on 18 March 2014. The Respondent-Registrant filed his Verified Answer on 11 June 2014.

In compliance to Office Order No. 154, s. 2010 ("*Rules of Procedure for IPO Mediation Proceedings*") and Office Order No. 197, s. 2010 ("*Mechanics for IPO Mediation Settlement Period*"), this Bureau issued on 17 June 2014 Order No. 2014-94 referring the case to mediation.

On 26 September 2014, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is a copy of the parties' Compromise Agreement, the pertinent portions of which reads, as follows:

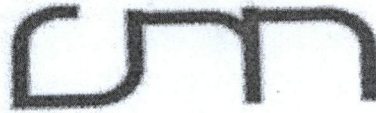
"WHEREAS, the Parties are desirous of reaching an expeditious and inexpensive settlement of this controversy, and hereby agrees as follows:

"1. NELSON N. CHAN acknowledges CNN, INC.'s rights in and to the CNN mark, together with all of the goodwill associated therewith.

"2. NELSON N. CHAN agrees and undertakes to desist from using, registering or seeking to register, and/or claiming or asserting any right to own, to use or register CNN, INC.'s CNN mark or variants thereof in relation to any goods and services.

"3. NELSON N. CHAN undertakes to immediately and perpetually desist from using in commerce or seeking the registration of the mark originally applied for and registered under Registration No. 4-1996-113970.

"4. NELSON N. CHAN agrees, and CNN, INC. agrees thereto, to amend the mark covered by his Registration No. 4-1996-113970 in order that it will now be depicted in the manner shown below:



For this purpose, NELSON N. CHAN shall, within ten (10) days from execution of this Compromise Agreement, file with the IPO the appropriate request for amendment of the Registration No. 4-1996-113970 as described above and provide a copy of the request as filed to CNN, INC. or its authorized representatives.

"5. In case the proposed amendment is denied or otherwise not approved by the IPO, NELSON N. CHAN shall, within ten (10) days from knowledge or notice of such denial or lack of approval, file a voluntary surrender or cancellation of his Registration No. 4-1996-113970 and provide a copy of the voluntary surrender or cancellation as filed to CNN, INC. or its authorized representatives.

Should NELSON N. CHAN decide to file a new application for the amended mark as depicted in paragraph 4 above, he shall also provide to CNN, INC. or its authorized representatives a copy of the application as filed within ten (10) days from filing.

"6. NELSON N. CHAN shall bear any and all fees and costs in connection with the amendment of the Registration No. 4-1996-113970, or its voluntary surrender or cancellation and new application, as the case may be.

"7. CNN, INC. shall not commence any cancellation action or any type of legal proceeding alleging trademark infringement against NELSON N. CHAN's Registration No. 4-1996-113970 as amended in accordance with the preceding paragraphs. If NELSON N. CHAN files a new application for the amended mark in accordance with paragraph 5 above, CNN, INC. shall likewise not commence any opposition action or any type of legal proceeding alleging trademark infringement against such new application, and the registration resulting therefrom.

"8. NELSON N. CHAN shall likewise not commence any opposition, cancellation action or any type of legal proceeding against any current or subsequent application or registration for, or use of, the CNN mark or CNN-variant marks that CNN, INC. may decide to file or obtain.

NELSON N. CHAN also agrees to provide a letter of consent to CNN, INC. in any instance that his mark is cited against any application by CNN, INC. for its CNN or CNN-variant marks.

"9. The Parties acknowledge that their respective signatories have

full authority and/or have secured the necessary approvals to execute, and do execute, this Compromise Agreement on behalf of their principals and those acting under their principals' authority and that the Parties have the authority to comply with the promises, obligations, undertaking and acknowledgments made in this Compromise Agreement. The Parties hereto further acknowledge that they have executed this Compromise Agreement voluntarily with full knowledge of its consequences under the law.

"10. This Compromise Agreement shall be binding upon and inure to the benefit of the Parties and their employees and officers and assigns or successors in the interest. The terms and conditions of this Compromise Agreement may be amended, waived or modified only by agreement in writing signed by the Parties or their respective assigns or successors in interest.

"11. Except to the extent that the Parties will submit this Compromise Agreement to the Intellectual Property Office for approval, both Parties shall not disclose to any third party or publicly disseminate any information relating to the transactions or negotiations between them and/or their representatives with respect to this Compromise Agreement."


This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same have been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.¹

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant petition for cancellation is hereby **DISMISSED**. Let the filewrapper of Trademark Registration No. 4-1996-113970 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 14 October 2014.


Atty. **NATHANIEL S. AREVALO**
Director IV
Bureau of Legal Affairs

¹ Office Order No. 154 Series of 2010.