



INTEL CORPORATION,
Complainant.

-versus-

**INTELLMED, INC. and the
SECURITIES AND EXCHANGE COMMISSION,**
Respondents.

IPV No. 10-2013-00027

For: Trademark Infringement,
Unfair Competition and
Damages

X-----X

NOTICE OF DECISION

POBLADOR BAUTISTA & REYES

Counsel for Complainant
5th Floor, SEDCCO I Building
120 Rada corner Legaspi Streets
Legaspi Village, Makati City

ANGARA ABELLO CONCEPCION REGALA & CRUZ

Counsel for Respondent
6th Floor, Cebu Holdings Center
Cebu Business Park (Ayala)
Cebu City

SECURITIES AND EXCHANGE COMMISSION

Respondent
SEC Building, EDSA
Greenhills, Mandaluyong City

GREETINGS:

Please be informed that Decision No. 2015 - 01 dated February 03, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, February 03, 2015.

For the Director:

Atty. ADORACION R.U. ZARE
Bureau of Legal Affairs



INTEL CORPORATION,	}	IPV No. 10-2013-00027
Complainant,	}	
	}	
- versus -	}	For: Trademark Infringement,
	}	Unfair Competition and Damages
	}	
INTELLMED, INC. and the	}	
SECURITIES AND EXCHANGE COMMISSION,	}	
Respondents.	}	
x-----x		Decision No. 2015 - <u>01</u>

**DECISION
BASED ON COMPROMISE AGREEMENT**

INTEL CORPORATION (“Complainant”), filed on 14 October 2013 a complaint against INTELLMED, INC. and the SECURITIES AND EXCHANGE COMMISSION (“Respondents”) for alleged trademark infringement, unfair competition and damages. The Complainant assails the Respondent INTELLMED, INC.’s alleged unauthorized appropriation and use of the mark “INTEL” for use on goods and services under Class 42 (*“scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services”*).

The Respondent INTELLMED, INC. filed its Answer on 11 June 2014 refuting the material allegations of the Complainant.

Pursuant 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 and Settlement Period”*), this Bureau issued on 31 July 2014 Order No. 2014-122 referring the case to mediation.

On 03 February 2015, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is the parties' Joint Motion for Judgment Based on Compromise Agreement, the pertinent portions of which read:

“II. TERMS OF THE COMPROMISE

6. The parties have thus freely and voluntarily agreed to move for a judgment based on a compromise agreement on the following terms and conditions:

6.1 **Acknowledgement of Rights.** Intellmed recognizes and acknowledges Intel’s ownership rights in and to the trademark INTEL.

6.2 Representations and Warranties. Intelmed represents and warrants that the only name, mark, slogan, title, Internet domain name, telephone number, or other designation that it has adopted, used, owned, possessed, applied to register or registered containing or consisting of the letter string INTEL in any variation, alone or as prefix or suffix, regardless of stylization, design or device, or any other similar designation of any kind, is its corporate name, "Intelmed, Inc." (the "Phase-Out Deadline"). Pursuant thereto:

6.3 Discontinuation of Use. Intelmed will permanently discontinue any and all use whatsoever of the Intelmed by **30 March 2015** (the "Phase-Out Deadline"). Pursuant thereto:

(a) After the Phase-Out Deadline, Intelmed will not adopt, use, apply to register or register anywhere in the world for any and all goods and services the INTEL mark, the Intelmed Mark, any other corporate name or business name which incorporate INTEL, or any other mark that may cause a likelihood of confusion with or dilution of the INTEL mark, or any mark containing the letter string INTEL or INTELL (as a standalone term or embedded within another term).

(b) For purposes of this Agreement, use includes, but is not limited to, use as a trademark, as a trade name, logo or slogan, as a company name, in a logo or slogan, as an e-mail address, in a domain name or URL, on web sites, in correspondences, on letterheads, business cards, and promotional and marketing material, and on signages.

(c) Intelmed further agrees not to assign any actual or claimed rights in the Intelmed Mark to any third party.

(d) Notwithstanding the foregoing, the parties agree that Intelmed may adopt marks that incorporate the following marks/names so long as these marks do not emphasize, highlight, set apart, or distinguish in any way the letters INTEL or INTELL from the remainder of the mark, or use an E subscripted in relation, to the other letters: marks that contain the English words INTELLIGENT, INTELLIGENCE, INTELLECT, INTELLECTUAL, and INTELLIGIBLE.

6.4 Confirmation of discontinuation of Use. Intelmed will provide Intel through the Poblador Bautista & Reyes Law Offices ("PBR Law Offices") with written confirmation that it has permanently discontinued the use of the Intelmed Mark by signing under oath a letter substantially in the form of **Exhibit "A"** and deliver it to Intel. Through PBR Law Offices, according to the Notice provision below for receipt no later than fourteen (14) days from the

discontinuance of the use of the Intellmed Mark.

6.5 Abandonment of Applications/ Registrations. Intellmed agrees to expressly abandon and/ or cancel any and all trade name and/or trade mark applications and/or registrations for the Intellmed Mark by **16 March 2015**. Specifically, Intellmed agrees to file to amend the "Intellmed, Inc." corporate name with the SEC by **16 March 2015**, and forward certified copies of the filed documents to Intel, through PBR Law Offices, according to the Notice provision below, no later than **30 March 2015**.

6.6 Notice. All notices, consents, request and demands to or upon the perspective parties hereto must be in writing and delivered: (1) by facsimile at the respective numbers listed below or by email at the respective email addresses listed below; and (2) followed by prompt hard-copy confirmation in person, by mail (certified or registered mail, postage prepaid), or by Federal Express or similar recognized courier service (all charges prepaid), to the following addresses ("Notice"). Such Notice will be effective upon receipt.

For Intel Corporation:

Attn: Director of Trademarks and Brands Intel Corporation
Mailstop RNB-4-151
2200 Mission College Boulevard
Santa Clara, CA 95054 USA
Facsimile number: (408) 765-6071

For Poblador Bautista & Reyes:

Attn: Atty. Gilbert Raymund T. Reyes
Poblador Bautista & Reyes Law Offices
5/F SEDCCO I Building
120 Rada corner Legaspi Streets
Legaspi Village, Makati City
Facsimile number: (632) 893-7622

For Intellmed, Inc.:

Attn: Ador Gallardo Morados
Intellmed, Inc.
Room 315, 3rd Floor Ma. Cristina Building 1
Fuente Osmena Circle, Cebu City 6000
Facsimile number: (6332) 5207739

For Angara Abello Concepcion Regala & Cruz:

Attn: Atty. Ma. Iolanda B. Abella
Angara Abello Concepcion Regala & Cruz
6th Floor, Cebu Holdings Center
Cebu Business Park (Ayala), Cebu City
Facsimile number: (6332) 231-3641

6.7 **Government Delay.** It is expressly acknowledged by all parties that no breach of this Agreement shall be attributed to Intellmed for reason of delay beyond its control, as in the case of process and administration lag ascribed to pertinent government agencies.

III. OTHER PROVISIONS

7. **Public Statements.** Neither party may make any formal or prominent public announcement regarding this Agreement, or the dismissal of the related complaint. Notwithstanding the foregoing, the parties to this Agreement may disclose the fact that the dispute between the parties has been resolved, by stating: "the matter has been resolved amicably between the parties" or words to that effect.

8. **Mutual Releases.** Each of the parties to this Agreement, on behalf of themselves, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors and assigns, hereby forever releases and discharges the other party and the representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors and assigns of the other party, of and from any and all manner of action, claim, or cause of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, demands, losses, damages, costs or expenses, including without limitation court costs and attorneys' fees, which they may have against each other at the time of execution of this Agreement, known or unknown, arising directly out of or relating directly to the dispute settled by this Agreement.

9. **Geographic Scope.** The geographic scope of this Agreement is worldwide.

10. **Binding Effect.** This Agreement extends to, inures to the benefit of, and is binding upon the parties hereto and their respective directors, officers, partners, proprietors, attorneys, agents, servants, employees, representatives, affiliates, subsidiaries, shareholders, predecessors, successors and assigns.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by and instrument in writing duly executed by authorized representatives of each of the parties hereto.

12. **Representation by Counsel.** The parties to this Agreement acknowledge that they are represented by counsel concerning the matter resolved by this Agreement and the Agreement itself.

13. **Reservation of Rights.** This Agreement does not impair any legal or equitable right of any party hereto to enforce any of the terms of this Agreement by any means, including without limitation, an action for damages or a suit to obtain specific performance of any or all of the terms of this Agreement.

14. **Governing Law and Venue of Action.** This Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with Philippine laws, and that any action arising from this Agreement shall be filed only in the proper courts of Makati City.

15. **Costs and Attorney fees.** Each party will bear its own costs and attorneys' fees arising out of the dispute subject of this Agreement and its amicable resolution.

16. **Representation as to Authority.** The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, right, claim or demand, or portion thereof, relating to any matter in this Agreement.

17. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not affect the validity of the remaining provisions.

18. **Headings.** The paragraph headings contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement.

19. **Execution of other documents.** The parties will cooperate to effect the intent and terms of this Agreement and will execute any other papers or documents required or necessary to effect the terms and obligations contained in this Agreement.

20. **Waiver.** The failure of either party at any time or times to demand strict performance by the other party of any of the terms or conditions of this Agreement may not be construed as a permanent or continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms and conditions.

21. **No Admission of Liability.** Neither Party admits liability to the other in connection with any of the claims or defenses asserted in the complaint docketed as IPV Case No. 10-2013-00027 and counterclaims, and nothing in this Agreement shall be construed as an admission by either party if unlawful or otherwise actionable conduct on its part.

22. **Execution.** The Agreement will be executed in duplicate, with each Agreement being executed in full and without counterparts.”


This Bureau evaluated the Compromise Agreement and finds that the same has 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 in accordance with the pertinent rules of the Intellectual Property Office of the Philippines and the Rules of Court.¹

WHEREFORE, premises considered, the parties' Joint Motion for Judgment Based on Compromise Agreement is hereby **APPROVED**. Accordingly, with the approved Compromise Agreement, having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 03 February 2015.


ATTY. NATHANIEL S. AREVALO
Director IV
Bureau of Legal Affairs

¹ Office Order No. 154 Series of 2010.