

July 13, 2020

BY EMAIL: [REDACTED] & support@dragoninjector.com

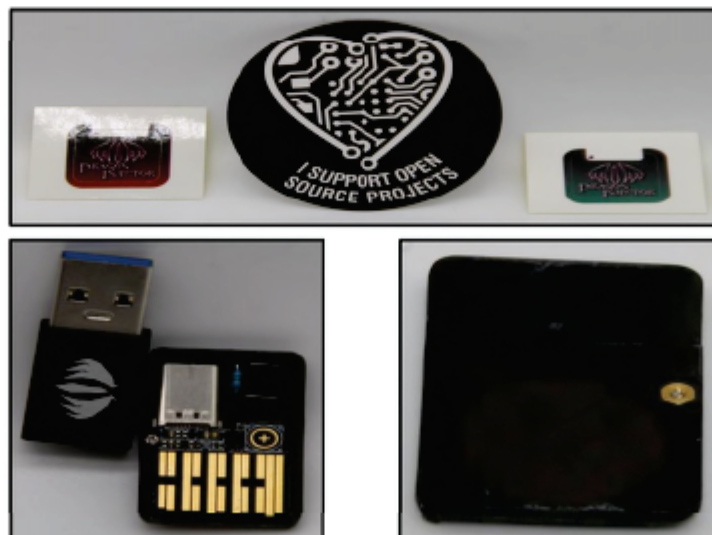
IMMEDIATE COMPLIANCE REQUIRED

[REDACTED] d/b/a MatinatorX
Director, Owner and Operator, DragonInjector Store
<https://dragoninjector.com>

Dear [REDACTED]

Re: Infringement of Nintendo of America Inc.'s copyright by Dragon Injector

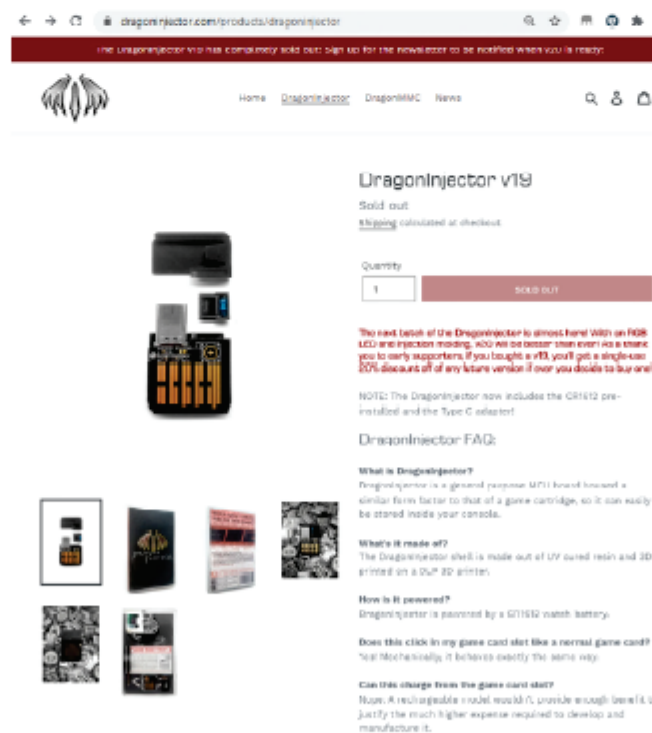
We are Canadian intellectual property counsel for Nintendo of America Inc. ("**Nintendo**" or "**our client**"). We write on behalf of Nintendo regarding your unauthorized distribution and sale of a device known as the "**DragonInjector**" via your website <https://dragoninjector.com> (the "**Dragon Injector Website**"). Representative images of the DragonInjector are shown below and attached at Schedule "A".



As you are undoubtedly aware, Nintendo is a famous video game company that develops, sells and distributes popular video games and video game consoles in Canada and world-wide, including the Nintendo Switch. The popularity and success of our client's video games and video game consoles is the result of our client's substantial innovation, creativity and financial investment into its product and game development, intellectual property, and marketing. Each of Nintendo's video games can take years and millions of dollars to development.

Our client takes its intellectual property rights seriously, and Nintendo secures protection for such intellectual property in Canada, and worldwide. Among the intellectual property rights owned by our client are hundreds of copyrights, including but not limited to those listed in the attached Schedule "B". Nintendo protects these rights through a variety of mechanisms, including technological protection measures ("TPMs") to control access to and prevent unauthorized copying of its valuable catalogue of video games.

Nintendo recently became aware that you have been advertising, distributing, offering for sale and selling the DragonInjector via your website as well as the Discord application, and are imminently launching a new batch of this device as the DragonInjector v.20. A representative image of DragonInjector taken from your website showing the imminent launch of the DragonInjector v. 20, is shown below and attached at Schedule "C":



Your DragonInjector devices are specifically designed to circumvent Nintendo's TPMs, which enable the unauthorized reproduction, distribution and use of Nintendo's copyrighted works.

Your unlawful manufacture, advertisement, distribution, offering for sale and sale of the DragonInjector via the Dragon Injector Website infringes our client's rights. More specifically, your activities amount to copyright infringement, secondary infringement, and the circumvention of technological protection measures in violation of sections 3, 27, and 41.1 of the *Copyright Act*, RSC 1985, c. C-42. While we expect that you were already aware of our client's rights, now that you have now been notified, any further distribution, offering for sale, sale or possession of the DragonInjector also constitutes further secondary infringement under the *Act*.

Nintendo will not tolerate violations of its intellectual property rights. You should be aware that in similar proceedings against other entities advertising, distributing, offering for sale and selling devices designed to circumvent Nintendo's TPMs, Nintendo succeeded on all claims and received an award of damages and fees in excess of \$12 Million CAD (see *Nintendo of America Inc v King et al*, 2017 FC 246).

Consequently, our client hereby demands that you **immediately** cease any further advertisement, distribution, offering for sale or sale of the DragonInjector, and provide us with the following:

1. A written undertaking that you will deliver up for destruction, at your own cost, all DragonInjector devices, and any other goods designed to infringe Nintendo's copyright-protected works, presently in your possession, power or control, and that, **within 48 hours of your receipt of this letter, you will contact the undersigned by telephone (at [REDACTED] or email (at [REDACTED]) to make suitable arrangements for such delivery up;**
2. A written representation that any and all of the DragonInjector, and any other goods infringing or intended to infringe Nintendo's copyright-protected works, presently in your possession, power or control have been withdrawn from advertisement, distribution, offering for sale and sale;
3. A written undertaking that you will never again manufacture, advertise, distribute, offer for sale, sell, possess, display or otherwise deal in the DragonInjector devices, or any other goods infringing or intended to infringe Nintendo's copyright-protected works;
4. A written undertaking that you have permanently revised your website and all social media pages and platforms (including but not limited to Facebook, Instagram, Pinterest, Twitter, Tumblr, and Discord), as well as any other business and advertising materials in your possession, power or control, so as to remove any and all reference to or display of the DragonInjector devices, and any other goods bearing any of Nintendo's trademarks and/or copyright-protected works, or any other goods infringing or intended to infringe Nintendo's copyright-protected works;
5. The complete identities and contact information of your supplier(s) and the

manufacturer(s) of the DragonInjector devices, including documentary proof thereof;

6. The total number of DragonInjector devices that you have manufactured or purchased, and sold, and the total cost of manufacture or price(s) for which you purchased and sold each DragonInjector device, together with the number of DragonInjector devices remaining in your possession, power or control, including documentary proof thereof; and
7. A full accounting, including all supporting documentation, of your revenues and profits from the sale of the DragonInjector devices, so that we may make an informed determination as to the suitable compensation to be paid to our client in the circumstances. Such supporting documentation includes, without limitation, purchase orders, commercial invoices, bills of lading, catalogs, archived webpages, Internet offerings, advertisements, any payments made to your supplier(s) or the manufacturer(s) of the DragonInjector devices via cheque, wire transfer, money order, PayPal, etc. and all email messages or any other correspondence to or from, and/or notes taken with, your supplier(s) and the manufacturer(s) of the DragonInjector devices.

Furthermore, we require that you provide us with written confirmation of your agreement to comply with the above terms **within 48 hours of your receipt of this letter** by returning a signed copy of this letter to us by facsimile or email (to

Moreover, now that you are on notice of our client's claims, you have a legal obligation to preserve all relevant documents, refrain from informing your supplier(s) and the manufacturer(s) of the DragonInjector devices that you have been contacted by our client or its agents, and from taking any other action that would interfere with our client's ability to enforce its rights.

Our client reserves all of its rights and remedies under the law. We await an immediate response from you or your counsel.

Schedule "A"



Schedule "B"

COPYRIGHT REGISTRATIONS IN CANADA FOR NINTENDO SWITCH GAMES

No.	Name	Work	CR Reg. No.
1	Arms	video game	1141275
2	Fire Emblem Three Houses	video game	1163521
3	Luigi's Mansion 3	video game	1164576
4	Mario Kart 8 Deluxe	video game	1142298
5	Mario Tennis Aces	video game	1153329
6	Nintendo Labo Toy-Con 01 Variety Kit	video game	1153665
7	Nintendo Labo Toy-Con 02 Robot Kit	video game	1153666
8	Ring Fit Adventure	video game	1164683
9	Splatoon 2	video game	1142774
10	Super Mario Odyssey	video game	1145840
11	Super Mario Party	video game	1155456
12	The Legend of Zelda: Breath of the Wild	video game	1139151
13	The Legend of Zelda: Link's Awakening	video game	452479

Schedule "C"



DragonInjector v19

Out of stock

Shipping calculated at checkout.

Quantity

1

OUT OF STOCK

The next batch of the DragonInjector is almost here! With an RGB LED and injection molding, v20 will be better than ever! As a thank you to early supporters, if you bought a v19, you'll get a single-use 25% discount off of any future version if ever you decide to buy one!

NOTE: The DragonInjector now includes the FIRMWARE pre-installed and the Type C adapter.

DragonInjector FAQ:

What is DragonInjector?

DragonInjector is a general purpose MCU board housed a similar form factor to that of a game cartridge, so it can easily be stored inside your console.

What is made of it?

The DragonInjector shell is made out of UV cured resin and 3D printed on a DLP 3D printer.

How is it powered?

DragonInjector is powered by a CR1632 watch battery.

Does it sit in my game card slot like a normal game card? Well Mechanically, it behaves exactly the same way.

Can this charge from the game card slot?

Nope. A rechargeable model wouldn't provide enough benefit to justify the much higher expense required to develop and manufacture it.

I'm an advanced user, can I write my own firmware? What about updates?

Of course! Feel free to fork the Github and make whatever changes you wish - everything is open source! If you make something cool, let me know! In the event the firmware on the DI requires updating or you want to write your own, you can just plug it into a computer and use the free firmware tool to update or customize the firmware. You can find a link to the Github at the bottom of this page.

What about those game card pins then? What do they do?

They're there for aesthetic purposes only and to protect the pins in the gamecard slot from damage and wear. They are not electrically connected to anything.

What colors will it be offered in?

The first batch of units will be available in black only. If there is enough demand for other colors they will become an option in the future once injection molding is realized.

Does this product enable piracy?

No. We do not support piracy at DragonMode - this product is intended to assist with running Linux or Android on your console via open-source payloads. We will not and cannot offer support, links, or tools for any "CFW" purposes.

[Click here for the source files!](#)

