

HBI BRANDED APPAREL,  
ENTERPRISES, INC.

Opposer,

-versus-

SPORTS RESOURCES, INC.

Respondent-Applicant.

IPC NO. 14-2010-00217

Opposition to:

Appln. Ser. No.4-2009-00217

Date Filed: 24 November 2009

Trademark: CHAMPION DEVICE

Decision No.84

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DECISION  
BASED ON SETTLEMENT AGREEMENT

HBI BRANDED APPAREL ENTERPRISES, INC. ("Opposer") filed on 24 November 2009 a Verified Notice of Opposition, SPORTS RESOURCES, INC. ("Respondent") filed its Answer on 22 July 2011.

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 July 27, 2011 Order No. 2011-225 referring the case to mediation.

On October 05, 2011 the Mediation Office submitted a Mediation Report indicating a settlement by the parties' of the case. Attached to the report is the parties' SETTLEMENT AGREEMENT, the pertinent portions of which read, as follows:

1. SRI shall cause the voluntary withdrawal of its Philippine Trademark Application No, 4-2009-012015 on November 34, 2009 for "CHAMPION DEVICE" in class 28. A copy the letter is hereto attached as Annex A".
2. The PARTIES agree that with SRI's voluntary withdrawal of Philippine Trademark Application with Serial No. 4-2009-012015. The Opposition shall now be deemed moot and academic.
3. To replace Philippine Trademark Application No. 4-2009-012015 for "CHAMPION DEVICE, SRI will file a new and amended trademark application with the word "CHAMPION in color black and exactly as shown in the drawing hereto attached as Annex 'B',
4. In filing the new trademark application with word CHAMPION SRI shall limit its good only to goods included in International Class 28. It is understood that any application for registration or use by SRI of any mark with word CHAMPION shall only be limited to goods included in International Class 28 and shall not be confusingly similar to HBI's Marks in color and design,
5. This Agreement shall bind the PARTIES, their affiliates, subsidiaries, successors, assignees, partners, officers, employees, representatives, agents and licensees.
6. The terms and conditions of this Agreement maybe amended, waived or modified only by agreement in writing signed by and between HBI or any successors or successors-in-interest of either or both PARTIES.
7. This Agreement shall apply in the jurisdiction of the Republic of the Philippines, and shall be governed by and interpreted pursuant to the laws for the Republic of the Philippines.

8. The PARTIES hereby warrant that their representative have been duly authorized and empowered by their Board of Directors to enter into this Agreement with full power to agree to all the provisions, undertaking and obligations herein contained.
9. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the validity of this Agreement.
10. This Agreement constitutes and embodies the entire and complete agreement between the PARTIES and no other terms and conditions not expressly contained above shall serve to affect, change, modify or alter the provisions herein agreed upon, unless the same is stipulated and signed by the Parties.

This Bureau evaluated the Settlement Agreement and finds that the same has been duly entered by the Parties with terms and conditions thereof not contrary to law, morals, good customs, public order or public policy. The "new and amended" trademark application mentioned in the Agreement though, if filed by the Respondent-Applicant shall be examined and processed in accordance with the pertinent rules and regulations to determine whether or not the requirements of the law for registrability are complied with.

WHEREFORE premises considered the parties' SETTLEMENT AGREEMENT is hereby APPROVED. This Agreement having 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 (Sec. 5 Officer Order No, 154 s, 2010), the parties are hereby enjoined to comply with the terms and conditions set forth therein. A new and amended trademark application filed by the Respondent-Applicant as stipulated in the Agreement shall undergo the regular trademark examination and process.

Let the filewrapper of trademark Application Serial No. 4-2009-012015 be returned, together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED,

Taguig City 27 October 2011/