

L.R. IMPERIAL, INC
Opposer,

IPC No. 14—2010-00259
Opposition to:

Versus

Appln, No. 4-2010-004140
Date Filed: 20 April 2010
Title: "SUPRATAB"

INTERHEALTHCARE.
PHARMACEUTICALS, INC
Respondent-Applicant
X-----X

Decision No. 2011-51

DECISION
BASED ON COMPROMISE AGREEMENT

L.R. IMPERIAL INC. ("Opposer") filed on 05 27 October 2010 an opposition to Trademark Application Serial No. 4-2010-004140. The application filed by INTERHEALTHCARE PHARMACEUTICALS, INC. ("Respondent-Applicant") covers the mark SUPRATAB for use on pharmaceutical products categorized as multivitamins with minerals under Class 43. The opposition is anchored on Section 123.1 (d) and (1) of Rep. Act. No.8293, otherwise known as the Intellectual Property Code of the Philippines.

The Respondent-Applicant filed its Answer on 10 August 2011 refuting the materials allegations of the Opposer.

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 15 August 2011 Order No.2011-249 referring the case to mediation.

On 20 June 2011 this Bureau received a "MEDIATOR'S REPORT" indicating the successful mediation of the instant case. Attached to the report is the parties' "COMPROMISE AGREEMENT" to this Bureau for approval. The Agreement states among other things.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant contained in this Agreement, the Parties hereby agree as follows:

1. INTERHEALTHCARE agrees to amend its trademark application from "SUPRATAB" to 'COMPLEVITA';;
2. INTERHEALTHCARE agrees to withdraw from the market any and all of the products hearing the mark "SUPRATAB" within eight (8) months from the signing of this Agreement. INTERHEALTHCARE shall also cease using the mark "SUPRATAB" in all promotional materials, listings, brochures, labels, flyers, advertisements and other paraphernalia, whether in physical or electronic form, as well as in any advertising and promotional materials in any website involving the mark "SUPRATAB"
3. LRI shall not oppose or file an opposition to the application for registration of the mark "COMPLEVITA by INTERHEALTHCARE.
4. The Parties shall abide by the terms and conditions of this Agreement in utmost good faith and to this and shall not issue state or make any derogatory malicious or negative statements, announcements or press releases with respect to the other Party;
5. Each Party shall bear its own costs and expenses incurred in carrying out each of their respective undertakings and obligations required by this Agreement.

6. The Parties acknowledge that their respective signatories have full authority and/or have secured the necessary approval's to execute and do execute this Agreement on behalf of their principals and that the Parties have the authority to comply with the promises, obligations, undertaking and acknowledgment made in this Agreement. The Parties hereto further acknowledge that they have executed this Agreement voluntarily with full knowledge of its consequences under the law.
7. This Agreement shall be binding upon and inure to the benefit of the Parties, their affiliates successors and assigns. The terms and conditions of this Agreement may be amended waived or modified only by agreement in writing signed by the Parties or their respective assigns or successors in interest.
8. The Parties acknowledge that they have read and understood the contents of this Agreement and that they have signed the same willingly, voluntarily, and with full knowledge of their rights and obligations.

This Bureau finds that the Agreement 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

In this regard, 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 (Sec.5, Officer Order No.154, s.154,s.2010).

WHEREFORE, premises considered, the submitted COMPROMISE AGREEMENT is hereby APPROVED. Accordingly, the instant opposition case is hereby DISMISSED, Let the filewrapper of the subject trademark application be returned together with a copy of this decision to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 14 June 2011.