

SUB ZERO
Petitioner,

Versus

GLOBAL BEER ZERO INC.
Respondent-Applicant.

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IPC No. 14—2011-00254
Opposition to:

Reg. No. 4-2010-010002
Date Filed: 14 September 2010
Title: "SUB-ZERO"

Decision No. 2011-93

DECISION
BASED ON COMPROMISE AGREEMENT

SUB-ZERO, INC. ("Opposer") filed on 05 July 2011 an opposition to Trademark Application Serial No. 4-2011-001040. The application filed by GLOBAL BEER ZERO, INC., ("Respondent-Applicant") covers the mark SUB-ZERO for use on goods 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 03 November 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, the Parties have agreed by way of amicable settlement as follows:

1. This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, counterclaims and causes of action with respect to IPC No. 14-2001-00254 entitled "Sub-Zero Inc. vs. Global Beer Zero, Inc. filed before the Philippine Intellectual Property Office concerning the Trademark Application of "Sub-Zero" with Application No.4-2010-010002 (the "Application")
2. The Parties desire to reach a full and final settlement of all matters arising out of the claims set forth in the above-cited case.
3. Respondent-Applicant agrees to cease and desist from pursuing the Application and hereby undertakes not to use the trademark "Sub-Zero" immediately upon the signing of this Compromise Agreement for whatever goods and/or services and in turn, the Opposer will withdraw its Opposition in the above-mentioned case.
4. The Parties agree that the aforesaid consideration is not in any way a determination or admission, whether direct or implied of Respondent-Applicant's alleged liabilities herein.
5. Opposer agrees that all claims for damages whatever kind, whether present or future, as well as all demands, rights and causes of action it has or may have against Respondent-Applicant with respect to the case, the withdrawn Application and the previous use of the Trademark "Sub-Zero", are satisfied, discharged. Renounced and forever waived.
6. Opposer hereby irrevocably releases the Respondent-Applicant, its part and present directors, officers, shareholders, subsidiaries, consultants, agents, successors and

assigns and all other persons, acting on its behalf from any and all manner of claims and demands in connection with the present case, the Application and the previous use of the trademark "Sub-Zero."

7. Opposer agrees that all claims and demands it has or may have against Respondent-Applicant with respect to the present case, the Application and the previous use of the trademark "Sub-Zero" are satisfied, discharges, renounces and waived.
8. This Agreement shall be binding on, and shall inure to the benefit of both parties as well as their legal representatives, heirs, successors and assigns.
9. The parties and their legal representatives and assigns agree to refrain from commencing any action or suit, or from making any claim or demand whether in law or equity against each other, on account of any loss, injury, damage or expense of any kind present or future, sustained as a consequence of the present case, the application, and the previous use of the trademark "sub-zero".
10. The Parties agree that this Agreement shall be treated as a defense to any action or proceeding that may be brought by either one against the other, and shall be a complete bar to the commencement or prosecution of any action or processing regarding the present case the Application and the previous use of the trademark "Sub-Zero".
11. The terms and conditions of this Compromise Agreement are not contrary to law, morals, good custom, public order or public-policy.
12. The Parties voluntarily execute this Agreement and warrant that each has the authority to act on behalf of the entities they represent.

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, 06 December 2011.