

CELINE MARKETING CORP.,  
Opposer,  
  
- versus -

IPC No. 14-2008-00051  
Opposition to:  
Ser. No.: 4-2006-013267  
Date Filed: 12-11-06  
TM: "IPANEMA (Stylized) AND DEVICE"

GRENDENE S.A.  
Respondent-Applicant,  
X-----X

Decision No. 2009-101

JUDGMENT  
BASED ON COMPROMISE AGREEMENT

For this Bureau's consideration is the parties' Compromise Agreement filed on July 14, 2009.

The Compromise Agreement executed by and between Opposer, CELINE MARKETING CORP. and Respondent-Applicant GRENDENE S.A. provides, to wit:

1. CMC hereby undertakes:
  - a. to assign, convey and transfer all rights pertaining to Registration No. 4-1997-123897 for the trademark "IPANEMA WITH THE LETTER P WRITTEN IN A PECULIAR (CURLY) WAY" under Registration No. 4- 1997-123897 covering "shoes, sandals, slippers, boots, t-shirts, polo, polo shirts, belts, blouses, jeans, pants, slacks, shorts, skirts vests, neckties, sandos, briefs, panties, jackets, sweatshirts and RTW dresses" belonging to Class 25, in favor of Grendene S.A.;
  - b. to withdraw the instant opposition case docketed as IPC no.14-2008-00051 against the mark "IPANEMA (STYLIZED) & DEVICE" under Application No. 4-2006-013267 filed on December 11, 2006 under international class before the Intellectual Property Office (IPO);
  - c. not to oppose the present and future applications for the registration or to seek cancellation of registrations of Grendene's "IPANEMA" trademark, and;
  - d. not to use, apply for, and/or register any mark which closely resembles or is confusingly similar with the Grendene's "IPANEMA" mark, except for the use of the mark "IPANEMA WITH THE LETTER P WRITTEN IN A PECULIAR (CURLY) WAY" for limited goods as indicated under par. 3 (a).
2. Grendee S.A, on the other hand, agrees:
  - a. to pay CMC the amount of US\$5,000.00; and
  - b. to allow/ authorize CMC to continue using the trademark "IPANEMA WITH THE LETTER P WRITTEN IN A PECULIAR (CURLY) WAY" only for "t-shirts, polo, polo shirts, slacks, shorts, skirts, sandos, jackets and sweatshirts, but not including beach wear and swim wear".
3. This Compromise Agreement shall bind the Parties, their assignees or successors-in-interest exclusively.
4. The parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2008-00051.

5. The parties undertake to observe the terms and conditions of this Agreement in utmost good faith.
6. Each party shall bear its respective expenses incurred in this case.
7. This agreement shall become effective and enforceable immediately upon approval by this Honorable Office of a duly signed copy thereof.

WHEREFORE, finding the parties' Compromise Agreement to have been duly executed and signed by the parties and the terms and conditions thereof to be in consonance with law, morals, good customs, public policy or public order, the same is hereby APPROVED.

Accordingly, Application Serial No. 4-2006-013267 filed by Respondent-Applicant, GRENDENE S.A. on December 12, 2006 for the trademark "IPANEMA (STYLIZED) & DEVICE" is GIVEN DUE COURSE subject to the terms and conditions of the Compromise Agreement. Consequently, the parties are hereby enjoined to faithfully comply with the terms and conditions of the Compromise Agreement, failure of which shall be cause for the erring party to be cited for indirect contempt after proper charge and hearing.

Let the filewrapper of the trademark "IPANEMA (STYLIZED) & DEVICE" subject matter under consideration together with a copy of this Decision be forwarded to the Bureau of Trademarks (BOT) for appropriate action.

SO ORDERED.

Makati City, 21 July 2009.

ESTRELLITA BELTRAN-ABELARDO  
Director, Bureau of Legal Affairs  
Intellectual Property Office