

CYMA GREEK TAVERNA CO.,	}	IPC No. 14-2007-00291
Opposer,	}	Case Filed : 10 October 2007
	}	
-versus-	}	Opposition to:
	}	Serial No. 4-2006-010623
MANUEL T. ZULUETA,	}	Date Filed : 25 September 2006
Respondent-Applicant.	}	Trademark : "CYMA & LOGO"
x-----x	}	Decision No. 2008-213

DECISION

This pertains to a Verified Notice of Opposition filed on 10 October 2007 by herein petitioner, Cyma Greek Taverna Co., a partnership duly organized and existing under the laws of the Philippines with principal office at Unit C-16 Lanusa Street, Casa Verde, Brgy. Ugong, Pasig City, against the application filed on 25 September 2006 bearing Serial No. 4-2006-010623 for the registration of the trademark "CYMA & LOGO" used for service in Class 43 for restaurant services, which application was published in the Intellectual Property Office Official Gazette, officially released for circulation on 12 July 2007.

The respondent-applicant in this instant opposition is Manuel T. Zulueta, where summons and other processes may be served at Suite 8, LPL Greenhills, 17 Eisenhower Street, San Juan, Metro Manila.

The grounds for the opposition to the registration of the subject trademark are as follows:

“1. Opposer is the owner of the CYMA GREEK TAVERNA & LOGO (CYMA GREEK TAVERNA) trademark use in connection with restaurant services. Opposer is likewise the prior user of the CYMA GREEK TAVERNA trademark, having use the mark in local commerce since December 2005 and applied for its registration in respect of Class 43 under trademark application no. 4-2007-002633. It has thus been using the CYMA GREEK TAVERNA trademark long before respondent appropriated the identical and confusingly similar CYMA & LOGO trademark.

2. Respondent’s CYMA & LOGO trademark is substantially identical and/or confusingly similar to constitutes a translation of and so resembles opposer’s trademark CYMA GREEK TAVERNA, as to be likely, when applied to or used in connection with the respondent’s similar and related services (restaurant services), cause confusion, mistake and deception on the part of the consuming public by misleading them into thinking that respondent’s restaurant, if any, is part and parcel of opposer’s group of sister restaurants popularly known as CYMA.

3. The registration and use by respondent of the trademark CYMA & LOGO will diminish the distinctiveness and dilute the goodwill of opposer’s trademark CYMA GREEK TAVERNA, which is an arbitrary trademark when applied to opposer’s restaurant services.

4. Respondent adopted the trademark CYMA & LOGO for his own restaurant, if any, with the obvious intention of capitalizing on the tremendous goodwill of the opposer’s CYMA GREEK TAVERNA trademark and misleading the consuming public into believing that his restaurant bearing the CYMA & LOGO trademark is part and parcel of opposer’s group of sister restaurants.

5. Opposer’s CYMA GREEK TAVERNA trademark have been identified in trade and commerce by the consuming public as the symbol of the Cyma group

of restaurants serving authentic Greek and Mediterranean cuisine and other dishes at the following Cyma restaurants: Shangri-la Plaza shopping mall (Shaw Blvd., Mandaluyong City, Greenbelt II (Makati City), Trinoma Mall (Quezon City) and Boracay Island, Brgy. Malay in the province of Aklan.

6. The approval of applicant's CYMA & Logo trademark is based on the false representation that he is the originator, true owner and first user of the trademark, when in truth, his mark was merely derived and copied from opposer's CYMA GREEK TAVERNA trademark.

7. Opposer is the first user of the CYMA GREEK TAVERNA trademark having used the same on a 'test kitchen' restaurant in Boracay Island, Aklan around December, 2005 by its director, founder and executive chef Roberto P. Goco (Mr. Raoul Goco).

8. Respondent Mr. Manuel T. Zulueta was a former business partner of Raoul Goco in their partnership, the Cyma Greek Taverna Company. Around November 2006, respondent Zulueta executed a Deed of Assignment of Partner's Interest in favor of Ms. Anna Eugenia P. Goco over all his rights and interests in the Cyma Greek Taverna Company (partnership). Thus, from said date respondent Zulueta ceased to have any interests and/or rights over the Cyma Greek Taverna Company, having assigned all his rights and interest thereto to said Ms. Anna Eugenia P. Goco ("Ms. Anna Goco")

9. However, without knowledge and/or consent from opposer and/or partners Mr. Raoul Goco and Ms. Anna Goco, respondent Zulueta applied the CYMA & LOGO trademark with the Bureau of Trademarks purporting to be its owner, prior user and adopter evincing utmost bad faith, malice and fraud on his part, to the damage and prejudice of opposer, notwithstanding that he has ceased to be a partner in the Cyma Greek Taverna Company (partnership) by virtue of his assignment of partner's interest in favor of Ms. Anna Goco. In other words, respondent Zulueta is a mere poseur claiming to have any interests over the opposer and its assets including but not limited to its trademarks such as the CYMA & LOGO trademark.

10. Respondent's use of the substantially identical and confusingly similar mark on his alleged restaurant is likely to cause deception or consumer confusion as to the sponsorship, ownership or affiliations of said Cyma restaurant vis-à-vis opposer and its group of sister restaurants.

11. Since its operation in 2005, opposer and its group of sister restaurants have enjoyed a remarkable and steady clientele among Greek Mediterranean and healthy food connoisseurs owing to its authenticity, freshness, generous servings and competitive pricing. It can thus, be said, that as far as Greek Mediterranean fine dining and cuisine are concerned, opposer have built a strong and good reputation and goodwill even in such a short period of time. Proof of this is the usual long queue one may readily observe during lunch or dinner time in all of its branches.

12. Another proof of opposer's good following and reputation are the favorable reviews published in various newspapers and magazines as written by the country's top food writers and chefs.

13. Respondent's appropriation and use of the CYMA & LOGO trademark infringes upon opposer's exclusive right to use the CYMA GREEK TAVERNA upon opposer's exclusive right to use the CYMA GREEK TAVERNA trademark

which is protected under Section 123 (g) of the Intellectual Property Code (“IP Code”), which provides as follows: x x x

14. As stated, respondent Zulueta has ceased to have any interests over the opposer and its assets including its trademarks the CYMA & LOGO trademark included, hence, he cannot have any right to apply, register, use and appropriate the CYMA & LOGO trademark to the damage and prejudice of its true owner that is the opposer.

15. In other words, respondent is a mere poseur, a pretender impersonating to have any right over a trademark when he has none.

16. In addition, respondent Zulueta by virtue of his CYMA & LOGO trademark application purports or implies to be the owner, prior user and adopter of the CYMA and/or CYMA GREEK TAVERNA trademark which is contradicted by the attached exhibits of this verified Opposition.

17. Through evident malice, bad faith and fraud, manifested by his unauthorized CYMA & LOGO trademark application, Mr. Zulueta seeks to bar opposer, the registration of the CYMA GREEK TAVERNA trademark application in its name and the exclusive use thereof.

18. The registration of the trademark CYMA & LOGO in the name of the applicant is contrary to the other provisions of the IP Code among them the provisions on unfair competition under section 168 and false representation under Section 169.”

The allegations of facts are as follows:

“a. Opposer is the true owner of the CYMA GREEK TAVERNA trademark. Applicant’s CYMA & LOGO trademark application is substantially identical and/or confusingly similar or constitutes a translation of and so resembles opposer’s CYMA GREEK TAVERNA trademark.

b. Opposer is the first user of the CYMA GREEK TAVERNA trademark in Class 43. Opposer adopted and has been using the trademark since December 2005 long before applicant’s unauthorized appropriation of the CYMA & LOGO trademark.

c. Opposer has been commercially using the CYMA GREEK TAVERNA trademark through substantial sales, advertising and promotion of its restaurant services and food products.

d. Opposer’s CYMA GREEK TAVERNA trademark is an arbitrary mark when applied to its services and is entitled to broad legal protection against unauthorized users like the respondent who has appropriated the substantially identical trademark for his alleged restaurant.

e. Respondent has appropriated the substantially identical trademark CYMA & LOGO trademark for the obvious purpose of capitalizing upon the renowned reputation and goodwill of opposer’s restaurant by misleading the consuming public that his restaurant, if any is sponsored, part of or affiliated with opposer and its group of sister restaurants.

f. The registration and use of applicant’s substantially identical trademark will tend to deceive and/or confuse the consuming public, particularly Greek and Mediterranean, health food connoisseurs, into believing that applicant’s

restaurant, if any, is connected with or sponsored by or affiliate with opposer and its group of sister restaurants and will damage opposer's interests for the following reasons:

f.1 The trademark are substantially identical;

f.2 Applicant's unauthorized appropriation and use of the CYMA & LOGO trademark will dilute opposer's goodwill and reputation among consumers, especially the Greek and Mediterranean, health food consuming public;

f.3 Applicant's unauthorized appropriation and use of the CYMA & LOGO trademark violates opposer's rights against unfair competition and false representation;

f.4 Applicant intends to use the CYMA & LOGO trademark in his restaurant, if any, as a self-promoting trademark to gain public acceptability that his restaurant is connected with, sponsored by or is related with opposer and its group of sister restaurants.

f.5 Applicant's use of the CYMA & LOGO trademark in his alleged restaurant indubitably establishes a connection with opposer and its group of sister restaurants because the subject trademarks are substantially identical and are used on the same service and applied under the same Class – restaurant services under Class 43.

f.6 Applicant intends to trade and is trading on opposer's goodwill and esteemed reputation to the damage and prejudice of the latter."

On 04 March 2008, respondent-applicant submitted a Manifestation attaching a Verified Answer, together with respondent-applicant's affidavit and other supporting documents.

Respondent-applicant admitted that he is the applicant for the mark "CYMA & LOGO", subject matter of this instant opposition case. As to other matters alleged by opposer, the former denied the same with affirmative allegations and defenses, set forth hereunder:

8. It is very clear that respondent-applicant, as early as September 25, 2006, had already filed a trademark application for "Cyma & Logo" for restaurant services under Class 43 (TM Appln. No. 42006010623). Thus, under the first to file rule, respondent-applicant already has a clear priority right over the copycat trademark of opposer (TM Appln. No. 42007002633), which upon close inspection and comparison, is the same as respondent-applicant's even to the distinctive font, style in the shape of a fish and colors of the font (blue and yellow), except that opposer's trademark device included the small print of the words "Greek Taverna" under letters "m" and "a" of "Cyma". x x x

9. While it may be true that opposer's trademark was granted registration, respondent-applicant's application having been overlooked most probably and should have been cited against opposer's trademark, the test is not first to register but first to file. Thus, there is no truth to the baseless allegation of Goco that respondent-applicant COPIED the trademark of the opposer when it CANNOT BE DENIED that respondent-applicant filed his trademark application as early as 25 September 2006 which is way before the filing date of the trademark of the opposer on 13 March 2007. Moreover, when opposer alleged that it is the prior user, opposer should not forget that respondent-applicant is a partner of the opposer; thus, respondent-applicant together with opposer, benefits from the supposed prior use of the opposer.

10. Further, the applicant and registrant of “Cyma Greek Taverna & Logo” is Cyma Greek Taverna Company. There is no question that the latter company is a partnership formed by respondent-applicant and Raoul Roberto P. Goco (“Goco”) as proven undeniably by the appended Articles of Partnership of Cyma Greek Taverna Company.

12. Article 1811 of the Civil Code clearly states that “a partner is a co-owner with his partners of specific partnership property.” Partnership property includes not only the original capital contributions of the partners, but all property subsequently acquired on account of the partnership or with partnership funds, including partnership name and the goodwill of the partnership.

13. Article 1811 goes further. x x x

14. In other words, a partner’s right in specific partnership property cannot be assigned because it is impossible to determine the extent of his beneficial interest in the property until after the liquidation of partnership affairs. As property of the partnership, the same could not be disposed of even by the partner who contributed the same without the consent or approval of the partnership or of the other partners. But it was respondent-applicant who contributed it because “Cyma” is respondent-applicant’s intellectual creation.

15. Consequently, the supposed execution of the deed of assignment by respondent-applicant in favor of Anna Eugenia P. Goco dated 21 November 2006 (the “Deed”), assuming arguendo that it was indeed executed by respondent-applicant, may be an assignment of respondent-applicant’s interest in partnership but cannot serve as a valid assignment of his right in the goodwill, partnership name or trademark of the partnership

16. Without doubt, however, the Deed cannot constitute as an assignment of respondent-applicant’s rights in the trademark “Cyma Greek Taverna & Logo”, for the simple reason that RESPONDENT-APPLICANT DID NOT EXECUTE OR CO-EXECUTE THE DEED OF ASSIGNMENT.

17. It was physically impossible for respondent-applicant to execute the Deed since he was on the date of the assignment in San Francisco, U.S.A. As part of a trade delegation from 19 October 2006 to 26 November 2006. This is proven by the Bureau of Immigration Certification dated 21 November 2007 with respect to the travel records of respondent-applicant x x x and copies from the passport of the respondent-applicant which contains a departure immigration stamp dated 19 October 2006 and an arrival immigration stamp dated 26 November 2006 x x x.

18. The Certification proves that from 19 October 2006 until 20 November 2006, respondent-applicant was in the U.S.A. Clearly, the Deed of Assignment is a forgery. Under the rules of evidence, there is a presumption of law that in falsification or forgery, the person or persons who are or were in possession of, made use of, or benefited from the forged or falsified documents are legally presume to be forgers. If a person had in his possession a falsified document and he made use of it (uttered it), taking advantage of it, and profiting thereby, the clear presumption is that he is the material author of the falsification. Respondent-applicant reserves the right to file the appropriate criminal, civil and administrative actions for this blatant act of forgery.

19. Furthermore, any partner may continue to use the trademarks belonging to a dissolved partnership of which he was a member unless he specifically transfers or expressly divests himself of such right. Considering that the present partnership of respondent-applicant and Goco is not yet considered dissolved

since respondent-applicant never executed the Deed and even assuming arguendo that he did, a conveyance by a partner of his whole interest in the partnership does not of itself dissolve the partnership; therefore, respondent-applicant may continue to use the trademark belonging to the partnership. x x x

20. In view of the foregoing, respondent-applicant never ceased to be a partner of the opposer company, and it is a known rule that a person cannot sue himself, opposer company does not have any cause of action to file the present opposition against respondent-applicant who owns one-half interest in the partnership and is the very creator of the trademark in dispute.

21. There is no truth to the allegations of Goco, that he himself is the sole director, founder and executive chef of the Cyma Restaurants. Contrary to the false allegations of Goco, the official documents of the partnership which are of public record clearly establish the opposite of his claims. Since this statement is under oath, it also constitutes perjury. x x x

Moreover, numerous newspaper articles and publications which featured Cyma from its first branch in Boracay until its third branch in Greenbelt always mentioned respondent-applicant as the owner with Goco being merely the chef. If at all, Cyma was mentioned as the joint concept of respondent-applicant and Goco but as seen in the publications below, respondent-applicant was attributed as the true founder and owner of Cyma and not Goco. x x x

Other than the foregoing publications and press releases, respondent-applicant also appeared in television programs which were features in the cable channels of Lifestyle network, MTV and ANC. x x x

24. More importantly, this is precisely the reason why respondent-applicant filed the subject trademark application "Cyma & Logo" in his own name. While it is true that respondent-applicant was the founding partner of the partnership Cyma Greek Taverna Co., the name "Cyma" was the sole and original creation of respondent-applicant which he lent the partnership to use so that they can name all of the branches of their Greek restaurant under a common name. This is proven by the Partnership's Resolution dated 13 March 2006, which shows that both respondent-applicant and Goco signed the resolution in order to grant the use of their partnership's name "Cyma Greek Taverna" as part of the name of their holding corporation for their Shangri-la branch. x x x

25. Consequently, opposer through Goco has no right of any kind whatsoever to file the present opposition against respondent-applicant. Respondent-applicant owns the name "Cyma" in his own right and even assuming arguendo that opposer has a co-ownership right over "Cyma", then it does not make a difference since respondent-applicant is still very much a partner in Cyma Greek Taverna & Co. To stress, respondent-applicant never assigned his interest in the partnership since his signature was forged in the Deed. Thus, Ma. Anna Eugenia P. Goco never stepped into the shoes of respondent-applicant to become the new partner of Goco.

26. Even assuming that there has been a valid assignment, Article 1813 of the Civil Code provides: x x x.

27. The authority of opposer to file the trademark application "Cyma Greek Taverna & Logo" showed that the trademark application was filed by Ma. Anna Eugenia P. Goco as operations manager of opposer. Opposer did not attach any document showing the authority of Ma. Anna Eugenia P. Goco, who is obviously not the trademark owner, to file the trademark application. Further, as mentioned

above, assuming arguendo that there has been a valid assignment of the interests of the respondent-applicant to Ma. Anna Eugenia P. Goco, she is not even authorized to interfere in the management or administration of the partnership business or affairs of the partnership, which does not even necessarily include the filing of the trademark application over the partnership name. x x x

30. Thus, it can be said that granting that respondent-applicant validly assigned his interest to Ma. Anna Eugenia P. Goco, such assignment does not include an express assignment of respondent-applicant's rights over the mark "Cyma". Worth, mentioning as well is that assuming the assignment was valid, it was made after respondent-applicant had already previously filed his trademark application over "Cyma & Logo" in his own name. Unfortunately, this prior application may have been overlooked by the IPO. Thus, the assignment did not include the assignment of his rights over "Cyma & Logo" since he filed a trademark application is not part of his interests in the partnership.

31. There is also no truth to the allegation that respondent-applicant appropriated the mark from opposer when opposer conceived of and had long used the mark before respondent-applicant. It is actually the other way around, opposer appropriated the mark from respondent-applicant when respondent-applicant was the first to file a trademark application over "Cyma & Logo". Thus, the approval of opposer's CYMA GREEK TAVERNA trademark is based on the false, glaring and blatant misrepresentation that he is the originator, true owner and first user of the trademark. As the official records in the IPO show, his mark was merely derived and copied from respondent's CYMA & LOGO trademark.

32. A simple reading of the opposition will also clearly show that opposer had its facts all wrong. When respondent-applicant filed the trademark application for "Cyma & Logo", he had not yet "assigned" his interests over the opposer and its assets. Respondent-applicant had valid, existing proprietary interest in opposer and is a co-owner of its assets.

33. The aforementioned publications will also show that it is totally untrue that Goco is the sole director, founder and executive chef of Cyma Boracay. Inversely, the publications always featured respondent-applicant as the owner, founder while Goco was just the mere ex-chef for a catering company of VJ Villavicencio and cooking in an underground kitchen. Goco never contested those publications if they were untrue.

34. There will likewise be no confusion as to the sponsorship, ownership or affiliations of the Cyma restaurants with the use of the subject mark by respondent-applicant since respondent-applicant, from the very start, is known by the public as the owner and founder of opposer and its Cyma restaurants.

35. Opposer mentioned its strong reputation and goodwill acquired in a short period of time. Goco seemed to have forgotten that respondent-applicant was very much a part of the goodwill acquired by the opposer. Goco, cannot, in order to satisfy his selfish and unlawful interests over the partnership, ease out respondent-applicant who was very much the reason why the business of opposer flourished in the first place, albeit in a short period of time.

36. There is no basis as well for opposer's allegation that "through evident malice, bad faith, and fraud, manifested by his unauthorized CYMA & LOGO trademark application, Mr. Zulueta seeks to bar opposer, the registration of the CYMA GREEK TAVERNA trademark application in its name and the exclusive use thereof." Respondent-applicant never barred opposer from pursuing its

trademark application over “Cyma Greek Taverna & Logo” because the said application was not known to opposer, respondent-applicant having surreptitiously filed it without respondent-applicant’s knowledge. If such were the case, the trademark application would not have matured into a trademark registration or at least would still have been the subject of opposition proceedings. x x x”

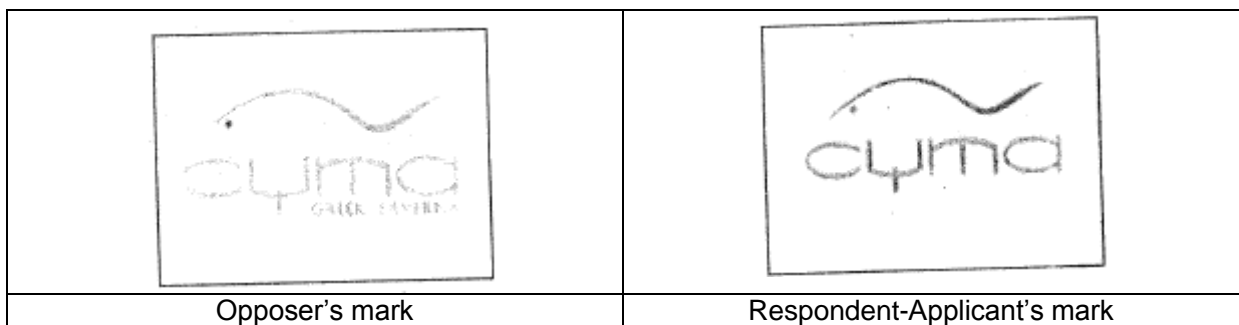
After series of Preliminary Conference for possible settlement of this instant case, the same was terminated on 15 July 2008 after counsels manifested the failure of case settlement. Thus, parties were directed to file their respective position papers and, if desired, draft decisions within a non-extendible period of ten (10) days from receipt of the order directing them to do so. This Bureau received petitioner’s and respondent-applicant’s Position Papers on 10 and 03 November 2008, respectively.

The following issues are for resolution, to wit:

1. Whether or not there is a likelihood of confusion between opposer’s “CYMA GREEK TAVERNA” and respondent-applicant’s “CYMA & Logo” marks relative to their respective goods as well as their respective businesses.
2. Assuming that the first issue is in the affirmative, who between the opposer and the respondent-applicant has the better right over the subject mark.

The contending marks in this instant case are the following: opposer’s “CYMA Greek Taverna & Logo” with Application No. 4-2007-002533 dated 13 March 2007 (Exhibit “D”), (Trademark Online Search System of the Intellectual Property Office’s website as of 19 November 2008, shows that registration no. 42007002633 on 30 December 2007 was issued); and respondent-applicant’s “Cyma & Logo” with Application No. 4-2006-010623 dated 25 September 2006 (file wrapper records).

For better comparison, the graphic representation of both marks are reproduced hereunder:



Undeniably, the foregoing marks are confusingly similar in their over-all presentation. The word mark “CYMA” is the dominant feature. It exhibits visual identicalness in font, spelling and pronunciation. The marks’ logos which consist of a wavy line signifying the shape of a fish and the fish’s eye in a dot, likewise appear identical in its façade. This finding of confusion is more so aggravated by the fact that the contending goods/service is identical and thus, directly competing. Both marks are exhibited in the operation of a Greek or Mediterranean restaurant, falling under class 43 of the Nice Classification of Goods/Service.

On this note, parties lay their antipodal claims of ownership over the confusingly similar subject mark. Opposer alleged ownership of the registered “CYMA GREEK TAVERNA LOGO”

trademark on the basis of "prior use" since December 2005 up to the present. It further alleged respondent-applicant's utmost bad faith, malice and fraud in applying for its mark, since he lost his right as partner in the partnership CYMA GREEK TAVERNA CO., after he co-executed a Deed of Assignment, in favor of Anna Goco (Exhibit "C" and "D" of opposer).

Respondent-applicant refuted the allegations stating his priority right over the mark under the "first to file" rule. On the supposed Deed of Assignment, respondent-applicant dispel the allegations by submitting Bureau of Immigration Certification dated 21 November 2006 (Exhibit "D" of respondent-applicant) and copies from Philippine passport purporting physical absence in the Philippines at the date of execution of the said Deed (Exhibit "E" to "E-3" of respondent-applicant). Thus, the Deed of Assignment is not valid and respondent-applicant continues to enjoy the rights of a partner in the partnership.

After perusal of the documents presented and the applicable laws, this Bureau finds for opposer.

The applicable laws are as follows:

"A certificate of registration of a mark shall be prima facie evidence of the validity of the registration, the registrant's ownership of the mark, and of the registrant's exclusive right to use the same in connection with the goods or services and those that are related thereto specified in the certificate."
(Emphasis Supplied) (Section 138, Intellectual Property Code)

"The owner of a registered mark shall have the exclusive right to prevent all third parties not having the owner's consent from using the course of trade identical or similar signs or containers for goods or services which are identical or similar to those in respect of which the trademark is registered where such use would result in a likelihood of confusion. In case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed." (Emphasis Supplied) (147.1, Section 147, supra.)

In the instant case, opposer's registration over its trademark "CYMA GREEK TAVERNA & Logo" secures to it advantages consisting of exclusive ownership and corollary rights thereto. While it may be true that the evidentiary value of a trademark's registration is only prima facie and may be overcome by substantial proof to the contrary, respondent-applicant's priority right in filing its mark (Exhibit "F" of the opposer) cannot sufficiently dislodge the acquired rights by the opposer. Respondent-applicant should establish through substantial evidence in a cancellation proceedings, his primordial ownership of the subject mark determined by priority use of the mark in Philippine commerce.

In conclusion, the evidence in this instant case purport to show first use of the trade mark "CYMA and Logo" by the partnership, CYMA Greek Taverna Co., on December 2005. Thus, the partnership CYMA Greek Taverna Co., is deemed the owner of the trademark subject of this opposition case. As to the allegations of validity or invalidity of the Deed of Assignment (Exhibit "C" of the opposer), and forgery and the evidence submitted substantiating these allegations which can affect the corresponding rights of partners in the partnership, this Bureau cannot resolve these controversies which are not within the ambit of its jurisdiction under R.A. 8293. This Bureau cannot arrogate unto itself the authority to resolve controversy which is not of its special competence as the issues raised are criminal and civil in nature.

WHEREFORE, premises considered, the Verified Opposition is, as it is, hereby SUSTAINED. Consequently, Application Serial No. 4-2006-010623 for the mark "CYMA & Logo"

of respondent-applicant, Manuel T. Zulueta, under class 43 for restaurant services filed on 25 September 2006, is as it is hereby, REJECTED.

Let the filewrapper of "CYMA & Logo" subject matter in this case be forwarded to the Bureau of Trademarks (BOT) for appropriate action in accordance with this Decision.

SO ORDERED.

Makati City, 19 December 2008.

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