

MA. JOYCE B. DEL MORAL,	}	IPC NO. 14-2008-00097
<i>Opposer,</i>	}	Opposition to:
	}	
- versus -	}	Appln. Serial No. 4-2007-010873
	}	Date Filed: September 28, 2007
JAMES PURDEY & SONS LIMITED,	}	Trademark: PURDEY
<i>Respondent-Applicant.</i>	}	
x-----x		Decision No. 2009-39

JUDGMENT BASED ON SETTLEMENT AGREEMENT

For this Bureau’s consideration is the parties’ Joint Motion for Judgment Based on Compromise Agreement filed on 17 March 2009.

In the Compromise Agreement entered into and executed by the parties, MA. JOYCE B. DEL MORAL (Opposer) and JAMES PURDEY & SONS LIMITED (Respondent-Applicant) agreed into the following terms and conditions:

“1. Opposer commenced against the Respondent Inter Partes Case No. 14-2008-00097 on the basis of her registration for the trademark PURDEY with Registration No. 4-2007-006315.

“2. Opposer, however, has agreed to assign, as she hereby assigns, to the Respondent the registration for the mark PURDEY with Registration No. 4-2007-006315. Attached is a copy of the notarized Deed of Assignment duly executed by Opposer in favor of the Respondent.

“3. Respondent has agreed to reimburse, as it hereby reimburses the expenses incurred by Opposer in prosecuting Registration No. 4-2007-006315 for the trademark PURDEY in the amount of One Thousand Two Hundred Dollars, U.S. Currency (US\$1,200.00) and Opposer has agreed to accept, as she hereby acknowledges receipt of said amount in full.

“4. In consideration of the foregoing, Opposer agrees to permanently desist from (i) using or causing to be used, directly or indirectly, in any manner, or (ii) asserting any rights over, and (iii) obtaining the registration of marks similar or identical to, Respondent’s trademark PURDEY, or any modifications and variations thereof. Opposer recognizes and confirms Respondent’s right to pursue or prosecute existing and new applications, registration, re-registrations, renewals and uses of the trademark PURDEY as well as the registration and use of any modifications or variations of the trademark PURDEY.

“5. The Opposer further agrees at any time, at her sole expense, she shall promptly execute and deliver all further instruments and documents and take all further action that, in the reasonable opinion of the Respondent, may be reasonably necessary in order to perfect, preserve and protect the interest granted to Respondent hereby or to enable the Respondent to exercise and enforce its rights and remedies with respect to such interest for the benefit of the Respondent.

“6. The parties agree to file a joint motion for judgment based on the foregoing compromise agreement to effect the termination of Inter Partes Case No. 14, 2—8-00097.

“7. This Agreement shall be binding on the parties, their subsidiaries, affiliates, successors and assignees.”

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. 4-2007-010873 for the registration of the trademark “PURDEY” now assigned to applicant JAMES PURDEY & SONS LIMITED shall be 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 erring party to be cited for indirect contempt after proper charge and hearing.

Let the filewrapper of the trademark “PURDEY” subject matter of this case together with this Decision be forwarded to the Bureau of Trademarks (BOT) for appropriate action.

SO ORDERED.

Makati City, 27 March 2009.

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