

EMERSON ELECTRIC CO.  
Opposer,

IPC NO. 14-2011-00069  
Date Filed: 23 February 2011

-versus-

Opposition to:

RIGID MACHINERIES & MILL SUPPLY CORP.  
Respondent-Applicant.  
X-----X

Appln.No.4-2010-500735  
Date Filed: 21 May 2010  
Trademark: "RIGID"  
Decision No. 2012-09 (D)

## DECISION

EMERSON ELECTRIC CO. ("Opposer") filed on 29 February 2011 an opposition to Trademark Application Serial No. 4-2010-500735. This Bureau issued a Notice to Answer dated 23 May 2011 and served upon a copy thereof to RIGID MACHINERIES & MILL SUPPLY CORPORATION (Respondent-Applicant) on 07 April 2011. The Respondent-Applicant filed its answer on 05 August 2011

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 and Settlement Period*"). This Bureau issued on 15 August 2011 Order No, 2011-243 refuting the case to Mediation.

On 05 December 2011, the Mediation Office submitted a "Mediation Report" indicating a settlement by the parties of the case. Attached to the report is the parties' SETTLEMENT AGREEMENT the pertinent portions of which read as follows:

1. RIGID shall, within five days of effectivity date of this Settlement Agreement amend the goods of the RIGID Application of the following goods: 'hexagonal shafting, hexagonal housing, lower cap, upper cap uppers shifting, center shafting, sprockets, chains, v-pulleys, disc, plow pin, roller, pin, oil seals, lower shaft round end, lower shaft square end, stud shaft, stud pulley adapter, agricultural implements spare parts, bell bearing, all of the aforesaid goods being spare parts for the assembly of farm implements and agricultural centrifugal water pump, agricultural self priming pumps' (the RIGID goods)
2. EMERSON acknowledges that it has not and does not commercially deal in the RIGID goods;
3. RIGID hereby agrees to limit its use of the mark RIGID and marks that are colorable imitation thereof to, on or in connection with the RIGID Goods. EMERSON for its part, agrees not to use the mark RIGID for the RIGID Good in the Philippines.
4. Within five business days of the acceptance of the amendment to the goods of the RIGID application set forth in Paragraph 1 hereof, EMERSON agrees to withdraw and cause the dismissal with prejudice of the Opposition case against Application No, 4-2010-500735, docketed as IPC No,14-2011-00069;

5. RIGID shall be free to continue the prosecution of its Application No. 4-2010-500735 for the Registration of the mark RIGID provided it complies with the obligation of the Settlement Agreement,
6. In the event that either a part becomes aware of any actual confusion or mistake occurring as a result of their use of their respective marks, he parties agree to communicate all details of each instance to each other, and to cooperate reasonably to take steps to abate the cause of confusion or mistake and to prevent any such confusion or mistake from arising,
7. This Settlement Agreement shall be binding and enforceable against, and the benefits shall inure to, the parties' their respective employees, agents successors, assigns m subsidiaries, parents, allied, related, affiliated and associates companies as well as other parties validly exploiting the trademarks and designated as such,
8. Each party warrants and represents that it has full authority to enter into the Agreement and to permit or refrain from all uses that are the subject matter of the provisions herein;
9. Each party shall bear its own legal expenses and costs on account of the execution of this Settlement Agreement and its implementation.
10. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, signed by the authorized representative of each party,
11. The scope of this Agreement shall be limited to the Philippines, This Agreement shall be construed with, and governed by the Philippine laws.
12. The Parties acknowledge that they have freely and voluntarily executed the foregoing Settlement Agreement,

This Bureau evaluated the SETTLEMENT AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order and public policy.

WHEREFORE, premises considered the submitted SETTLEMENT AGREEMENT is hereby APPROVED. Accordingly, the SETTLEMENT AGREEMENT having the force and effects of a decision or judgment, the parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filewrapper of the trademark application No. 4-2009-003471 be returned together with a copy of this Decision to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 10 January 2012.