

G-STAR RAW DENIM KFT,	}	IPC NO. 14-2008-00120
Opposer,	}	Opposition to:
	}	Case filed on: May 28, 2008
	}	Ser. No. 4-2007-002339
-versus-	}	Date Filed: 03-06-07
	}	TM: "GANGSTAR AND STAR
	}	LOGO"
	}	
GINA L. LIM,	}	
Respondent-Applicant.	}	
x-----x	}	Decision No. 2009-52

JUDGMENT
BASED ON COMPROMISE AGREEMENT

For this Bureau's consideration is the parties' Compromise Agreement filed on April 20, 2009.

The Compromise Agreement executed by and between Opposer, G-STAR RAW DENIM KFT and Respondent-Applicant GINA L. LIM provides, to wit:

1. For valuation consideration duly received in the amount of Two Thousand Dollars (US\$ 2,000.00), and upon signing of this agreement, Respondent shall assign her trademark Application Serial No. 4-2007-002339 for "GANGSTAR AND STAR LOGO" in favor of Opposers;
2. On the basis of the aforesaid assignment, the parties shall submit its agreement with the Bureau of Legal affairs for the proper disposal and/or dismissal of the instant inter partes case;
3. By this Agreement, Respondent fully and unconditionally recognizes Opposer's exclusive ownership, rights, title and interest to the trademarks "G-STAR", "GANGSTAR AND STAR LOGO" and variations thereof, including the goodwill associated with the aforementioned trademark and Opposer's exclusive right to use and register the aforementioned marks for use on goods falling under Classes 18 and 25 and other classes;
4. Respondent shall respect and shall never contest Opposer's intellectual property right to the aforementioned trademark and to any trademark application which Opposer may file for the aforementioned trademark and variation thereof. Neither shall Respondent authorize, assist or instigate any third party into questioning or disputing Opposer's applications or registrations of the aforementioned trademark and variations thereof;
5. Respondent shall forever refrain from using and/or adopting the trademarks "G-STAR", "GANGSTAR AND STAR LOGO" or any variation thereof;
6. Respondent undertakes that he will not at anytime, in the Philippines or elsewhere, whether by himself or through his officers, associates, employees, servants, agents or representatives, directly or indirectly:
 - a. Manufacture, offer for sale, sell, supply or otherwise deal in any counterfeit products or goods coming from unauthorized representations of trademarks "G-STAR", "GANGSTAR AND STAR LOGO" or any variation thereof;

b. Without prior written consent or license from Opposer, import into export out of the Philippines any products bearing the Opposer's "G-STAR" trademarks or other products manufactured, sold or distributed by Opposer or their authorized dealers or distributors.

c. Authorize or allow any other party to do any of the acts.

7. This Agreement shall not in any way be construed as an admission that Respondent has better rights to the trademark than Opposer;

8. This Agreement shall not bind the parties, successors-in-interest, agents, associated, representative or assigns. It shall likewise bind any other persons or corporations related to them and such persons or entities acting on their behalf.

9. This Agreement and all of its provisions and premises shall be governed by and construed in accordance with the laws of the Republic of the Philippines. If any provision of this Agreement, or the application of any such provision to any person or circumstances shall be held invalid, illegal, or unenforceable in any respect by a court or competent jurisdiction, such invalidity, illegal or unenforceable shall not affect any other provision hereof of the validity of this Agreement.

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. 4-2007-002339 filed by Respondent-Applicant, GINA L. LIM on March 6, 2007 now assigned to Opposer, G-Star Raw Denim KFT., for the trademark "GANGSTAR AND STAR LOGO" 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 "GANGSTAR AND STAR LOGO" 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, 24 April 2009.

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