

JESSIE CUA ANG,	}	IPC No. 14-2004-00040
Opposer,	}	Opposition to:
	}	Appl. Ser. No. 4-2002-008141
-versus-	}	Date Filed: Sept. 26, 2000
	}	TM: "MGC GOLD CUP & DEVICE"
	}	
RMJR GRAINS CENTER,	}	
Respondent-Applicant.	}	
x-----x	}	Decision No. 2006-106

JUDGMENT  
 BASED ON COMPROMISE AGREEMENT

For this Bureau's consideration is the parties' Joint Motion For Judgment Based on Compromise Agreement filed on September 25, 2006.

The Compromise Agreement executed by and between Respondent-Applicant, RMJR Grains Center and Opposer JESSIE CUA ANG provides, to wit:

1. RMJR undertakes to use the mark MGC GOLD CUP AND DEVICE in the Philippines for rice products only.
2. Jessie Cua Ang undertakes to use the mark GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX in the Philippines for sotanghon and other noodle products only.
3. RMJR agrees not to use or file an application for the registration of the mark MGC GOLD CUP AND DEVICE in the Philippines for use on sotanghon and other noodle products.
4. Jessie Cua Ang agrees not to use or file an application for the registration of the mark GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX in the Philippines for use on rice products.
5. RMJR agrees not to commence any opposition or cancellation action against any trademark application or registration which Jessie Cua Ang has filed, may decide to file or has obtained in the Philippines GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX for use on sotanghon and other noodle products.
6. Jessie Cua Ang agrees not to commence any opposition or cancellation action against any trademark application or registration which RMJR has filed, may decide to file or has obtained in the Philippines for MGC GOLD CUP AND DEVICE for use on rice products.
7. The Parties mutually recognize their respective rights to the concurrent use of their respective marks MGC GOLD CUP AND DEVICE and GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX for their respective goods and business in the Philippines as mentioned above, and accordingly waive any cause of action that either Party may have against the other use of said marks in the Philippines.
8. The Parties hereby fully and comprehensively release, forgive and discharge each other from any and all claims, demands, obligations, liabilities, indebtedness, causes of action and expenses, that each may have had against the other up to the date of this Compromise Agreement, relating to their respective rights to register, ownership,

and use of the trademarks MGC GOLD CUP AND DEVICE and GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX in the Philippines.

9. This Compromise Agreement shall not be construed as to bind the Parties to agree to the concurrent use of the marks MGC GOLD CUP AND DEVICE and GOLD CUP VERMICELLI FORMATK/DOUBLE MAIDEN GOLD CUP FRAME IN THE BOX in other jurisdictions.

10. This Compromise Agreement shall be binding upon and inure to the benefit of the Parties, their employees, officers, assigns and successors-in-interests. The terms and conditions of this Compromise Agreement may be amended, waived or modified only by agreement in writing signed by the Parties or their respective assigns or successors-in-interest."

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. 4-2000-008141 filed by Respondent-Applicant RMJR GRAINS CENTER on September 26, 2000 for the trademark "MGC GOLD CUP & 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 filewrappers of the trademark "MGC GOLD CUP & 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, October 16, 2006.

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