

				Manufacturing Company
--	--	--	--	--------------------------

Inter Partes Case No. 3060

This is a petition to cancel from the Supplemental Register the mark "Sleepwell Honeymooner" under SR No. 8028 in the name of First Manufacturing Company ("Respondent"). In her Petition, Roberta Yu Sam ("Petitioner") made the following allegations:

- "2. That Petitioner has been using the trademark "Sleepwell" in form of a label sewed into the mattress since 1986, xxx;
- "3. That she filed with the Bureau on June 25, 1987 an application for registration of this mark "Sleepwell", first in the Supplemental Register and later in the Principal Register which conversion was approved by the Bureau in its Order dated February 18, 1988, xxx;
- "4. That to her great prejudice in goodwill and actual damages, respondent George Chua Ty filed his application for registration of the trademark "Sleepwell Honeymooner Label" in which application, xxx, he fraudulently and willfully perjured as still existing the applicant First Manufacturing Company, which partnership's existence finally terminated on November 25, 1975 xxx; as the label or trademark "Sleepwell Honeymooner Label" being used since January 20, 1965 when such label was initially used only starting on September 13, 1976 xxx; as a member and manager of the said partnership First Manufacturing Company when he is not even a member thereof, xxx;
- "5. That in view of the foregoing facts, George Chua Ty and/or the non-existing partnership First Manufacturing Company are not entitled to register the label or trademark "Sleepwell Honeymooner Label", numbered as Registration No. 8028, xxx; for as a matter of fact and truth, as already alleged, I have been using the labels "Sleepwell" earlier and have accordingly applied for its registration also earlier than the fraudulent application of George Chua Ty sought to be cancelled herein, the approval of which consequently caused me great damage in goodwill and actual damages, which will be proven during the trial of this case; and considering further that the label "Sleepwell" was abandoned by the original registrant, the First Manufacturing Company of the Philippines."

In its Answer, Respondent, through George Chua Ty, denied the material allegations of the Petition and interposed the following defenses:

- "7. Petitioner herein has no right to use the trademark "Sleepwell" since she is not in anyway connected with First Manufacturing Company;
- "8. Granting that she has been using the mark "Sleepwell", she has been infringing on the property right of First Manufacturing Company to the prejudice and damage of its name and goodwill;
- "9. Respondent, acting on behalf of First Manufacturing Company, has been using the mark "Sleepwell" since the year 1965 as shown by its previous registration SR No. 2593 issued on September 13, 1976, xxx, and "Sleepwell Labels", xxx."

Failing to arrive at an amicable settlement during the pre-trial conference, the case was set for trial on the merits.

Petitioner presented her own testimony and that of Johnny Chua So, and offered Exhibits "A" to "M" that were admitted in evidence under Order No. 89-933 dated December 13, 1989.

For its part, Respondent presented Exhibits "1" to "18" that were admitted in evidence under Order No. 90-388 dated July 18, 1990.

This case was later consolidated with Inter Partes Case Nos. 3363 & 3380 since they involve the same marks and parties.

Inter Partes Case No. 3363

On March 22, 1989, Roberta Yu Sam ("Petitioner") filed a petition to cancel from the Supplemental Register the mark "Sleepwell Honeymooner" under Serial No. 8028 in the name of First Manufacturing Company. Petitioner made the following allegations:

- "1. The applicant-respondent, First Manufacturing Company has no more personality of its own, as it ceased to be or its lifetime expired on November 26, 1975;
- "2. The subject trademark had already been registered in the Supplemental Register of this Office in the name of the herein oppositor-petitioner, Roberta Yu Sam, under Serial No SR 12457 by virtue of verified application, dated June 25, 1987, a couple of months ahead of the application of one George Chua Ty and/or First Manufacturing Company, a partnership whose lifetime expired last November 2, 1975;
- "3. The aforesaid registration in the Supplemental register in the name of the herein oppositor-petitioner, Roberta Yu Sam, has already been allowed for conversion of its registration in the Principal Register of this Office, as per its Order dated February 18, 1988 under Conversion No. 88-26;
- "4. The subject trademark as previously applied for by the herein oppositor-petitioner, Roberta Yu Sam, was given due course by thus Office, as the said application has been approved for publication in the Official Gazette, and that the oppositor-petitioner, Roberta Yu Sam, had already paid the publication fee due thereon;
- "5. George Chua Ty, the alleged manager of the herein applicant-respondent, First Manufacturing Company, is without authority to apply for the registration of the subject trademark, and if so authorized, the authority proceeds from a non-existing entity;
- "6. The registration of the trademark Sleepwell in the name of the applicant-respondent, First Manufacturing Company, will not only cause grave and irreparable injury and damage to the herein oppositor-petitioner, Roberta Yu Sam, within the meaning of Sec. 8 of Republic Act No. 166, as amended, but will also cause great confusion to the public;
- "7. The oppositor-petitioner herein, Roberta Yu Sam has already built an immense and valuable goodwill for the subject trademark, due mainly to the vastly superior quality of her products and large sums of money she has spent for advertising and popularizing her goods bearing the subject trademark."

In its Answer, First Manufacturing Company ("Respondent") denied the allegations of the Petitioner, and asserted the following affirmative and special defenses:

- “7. Respondent adopted and started using, as it continues using subject mark and has never abandoned the same. As a matter of fact, it has authorized Mr. George Chua Ty to use said trademark;
- “8. Opposer is estopped from claiming that the respondent is already dissolved in 1975 for opposer and her husband, the latter being a former employees of the respondent without any business permit for several years after the year 1975;
- “9. Opposer has no valid cause of action against the respondent and that the Notice of Opposition was filed purely for the purpose of harassment and to delay the registration of respondent’s trademark.”

As the parties failed to arrive at an amicable settlement, the case was set for trial on the merits with the parties adopting all the evidence presented and admitted in Inter Partes Case No. 3060.

Inter Partes Case No. 3380

On May 25, 1989, First Manufacturing Company (“Opposer”), filed an Opposition against the application for registration filed by Roberta Yu Sam (“Respondent”) of the mark “Sleepwell” for use on beds and mattresses under Class 33 of the classification of goods. The grounds for the Opposition are as follows:

- “1. The registration of the trademark Sleepwell in the name of the Respondent-applicant will violate and contravene the provisions of Section 4 (d) Republic Act No. 166, as amended, because said mark is not only confusingly similar but also identical to the trademark “Sleepwell” owned, registered and unabandoned by Opposer as to be likely, when applied to or used in connection with the identical goods of the respondent-applicant, will cause confusion or mistake or deceive the purchasers thereof as to come from the Opposer.
- “2. The registration of the trademark “Sleepwell” in the name of Respondent-Applicant will cause grave and irreparable injury and damage to the Opposer within the meaning of Section 8 of Republic Act No. 166, as amended.”

In her Answer dated February 20, 1990, Roberta Yu Sam (“Respondent”) denied the allegation of the Opposition, and raised the following defenses:

- “4. That the Opposer has no more personality of its own, as it ceased to be or its lifetime expired as early as November 26, 1975;
- “5. That the subject trademark had already been registered in the Supplemental Register of this Honorable Office, in the name of the Respondent-Applicant herein, under Serial No. SR 12457 by virtue of a verified application, filed by the latter, on June 25, 1987, a couple of months ahead of the application of one George Chua Ty, allegedly the manager of the Opposer;
- “6. That the aforesaid registration in the Supplemental Register in the name of the herein Respondent-Applicant has already been allowed for conversion of its registration in the Principal Register if this Honorable Office, as per its Order dated February 18, 1988, under Conversion No. 88-26;

- “7. That the subject trademark as previously applied for by the herein Respondent-Applicant was given due course by this Honorable Office, as the said application has been approved for publication in the Official Gazette, and that the Respondent-Applicant herein had already paid the publication fee due thereon;
- “8. That the alleged manager of the Opposer is without authority to apply for the registration of the subject trademark, and if so authorized, the authority proceeds from a non-existing entity;
- “9. That the registration of the subject trademark in the name of the respondent-applicant herein will neither cause damage nor injury to Opposer, the latter being a non-existing entity, hence, not susceptible of being injured;
- “10. That the Respondent-Applicant herein has already built an immense and valuable goodwill for the subject trademark, due mainly to the vastly superior quality of her products and large sums of money she has spent for advertising and popularizing her goods bearing the subject trademark upon which Opposer has been riding on simply to confuse the public;
- “11. That the Opposer has no more legal personality to oppose the registration of the subject trademark in the name of the respondent-applicant herein, much less apply for registration of the same in its name, since its lifetime ceased to exist as early as November 26, 1975.”

Failing to arrive at an amicable settlement, trial on the merits ensued. The same evidence presented by the parties and admitted by this Office in Inter Partes Case No. 3060 was applied to this case.

Inter Partes Case No. 3398

This is an interference proceeding to determine who between First Manufacturing Company (“Junior Party-Applicant”) and Roberta Yu Sam (“Senior Party-Applicant”) is the prior and earlier user of the mark “Sleepwell”.

On June 25, 1987, Senior Party-Applicant filed her application for registration on the Supplemental Register of the trademark “Sleepwell” for use on spring mattress under Class 33 of the Classification of Goods. In her application, Senior Party-Applicant claimed that she first used the mark in the Philippines on January 20, 1965.

On February 9, 1988, Senior Party-Applicant filed her Petitioner for Conversion requesting that her application be converted from the Supplemental Register to the Principal Register, which petition was granted under Conversion 88-26 issued by the Director of the Bureau of Patent, Trademarks and Technology Transfer (BPTTT) on February 18, 1988.

On the other hand, Junior Party-Applicant, a partnership organized under the Philippine laws, filed on October 16, 1987 its application for registration on the Principal Register of the same mark “Sleepwell” for use on beds and mattresses in Class 33, also claiming first use of the mark in the Philippines on January 20, 1965.

On June 15, 1989, the Bureau of Patent Trademarks and Technology Transfer (BPTTT) issued a notice to the parties declaring the existence of an interference pursuant to the ruled.

During the trial, both parties presented evidence on their claim of earlier use of the contested mark. Junior Party-Applicant presented Exhibits “A” to “VV” and their sub-markings

consisting of certificates of registration, invoices and sample labels which were admitted in evidence under Order No. 91-220 dated March 4, 1991.

For her part, Senior Party-Applicant presented her own affidavit and that of Johnny Chua So, and Exhibits "1" to "13" consisting of certificates of registration, vouchers and incorporation papers that were admitted in evidence under Order No. 91-486 dated May 31, 1991. Exhibits "1" to "13" are the same documentary evidence marked as Exhibits "A" to "M" earlier presented by Senior Party-Applicant, Roberta Yu Sam, in Inter Partes Case Nos. 3060, 3363 & 3380.

After the parties submitted their respective memoranda, the case was deemed submitted for decision on the issue of who between the parties is the earlier and prior user of the mark "Sleepwell".

Only Roberta Yu Sam submitted her Memorandum on July 15, 1991 hence, this decision.

These four (4) cases arose from a single set of facts and involve the same parties and marks. The allegations and arguments in the pleadings would show that the real issue for determination is, *who between Roberta Yu Sam and First Manufacturing Company has a better right to the mark "Sleepwell"*. The issue of confusing similarity needs no further discussion as the contesting marks are exactly the same and used on similar goods, namely, beds and mattresses. Considering that the marks are identical in sound, spelling and pronunciation, and will be used on similar goods, there is no dispute that confusion of goods is likely to occur. The likelihood of confusion is greater because "[t]hese articles are generally purchased by the ordinary folks or common housewives who are guided merely by what they see or hear of the marks or their memory thereof and not by a discriminate examination of the products bought." [*Lim Hoa vs. Director of Patents, 100 Phil. 21 (1956)*].

Proceeding to the main issue, it is undisputed that First Manufacturing Company was issued two (2) registrations in the Supplemental Register, the first on September 13, 1976 under SR No. 2593 (*Exh. "1" & Exh. "B", IPC No. 3060*), which was subsequently cancelled for failure to file the affidavit of use, and the second on September 15, 1987 SR No. 8028 (*Exh. "17" & Exh. "H", IPC No. 3060*). Both certificates indicate a date of first use on January 20, 1965.

The evidence on record also confirm that Roberta Yu Sam was issued a registration in the Supplemental Register under SR No.12457 dated June 25, 1987 which was later converted to an application for registration in the Principal Register under Conversion No. 88-26 dated February 18, 1988. In her application, Roberta Yu Sam also claimed that she first used he mark in the Philippines on January 20, 1965 (see file wrapper of SR No. 12457, later converted to Application Serial No. 63971).

Meantime, First Manufacturing Company also filed its application for registration in the Principal Register on October 16, 1987, again claiming a date of first use on January 20, 1965 (*see file wrapper of Application Serial No. 62992*).

Hence, at present, there are several registrations of the mark SLEEPWELL for consideration, to wit:

Certificate	Registrant/Applicant	Date Issued/Filed
SR No. 2593 (Cancelled for failure to file the affidavit of use)	First Manufacturing Company	September 13, 1976
SR No. 12457 (approved for conversion to the Principal Register)	Roberta Yu Sam	June 25, 1987
Serial No. 63971 (application in the Principal Register)	Roberta Yu Sam	June 25, 1987

SR No. 8028	First Manufacturing Company	September 15, 1987
Serial No. 62992 (application in the Principal Register)	First Manufacturing Company	October 16, 1987

In resolving the conflicting claims over the contested mark, it is important to determine the rights of the parties based on the above registrations in addition to the other testimonial and documentary evidence on record.

Registration in the Supplemental register is merely proof of actual use of the trademark and Notice that the registrant has used or appropriated it. It is not subject to opposition although it may be cancelled after issuance. [*Rule 124, Rules of Practice in Trademark Cases; see also Del Monte Corp. vs. Court of Appeals, 181 SCRA 410 (1990)*]. A Supplemental Register is provided for the registration of marks which are not registrable in the Principal Register because of some defects. In other words, defects which make a mark unregistrable in the Principal Register do not bar them from the Supplemental Register. [*Uy Hong Mo vs. Titay and Co., Inter Partes Case No. 210, Decision No. 254, April 30, 1963*].

Applying the foregoing rules, First Manufacturing Company's registration in the Supplemental Register prove that it has actually used the mark "Sleepwell" since September 13, 1976 when the first registration, SR No. 2593, was issued. It may be true that a registration in the Supplemental Register, unlike a registration and ownership of the mark, however, it serves as notice that the registrant has appropriated a mark. [*see La Chemise Lacoste vs. Fernandez, 129 SCRA 371 (1984)*].

Indeed, there is substantial evidence to support a finding that even Roberta Yu Sam and her husband, Johnny Chua So, took notice of the fact of prior use and appropriation of the mark by the partnership, First Manufacturing Company. Their claim to the ownership of the mark rests primarily on the alleged lack of juridical personality of the partnership and their subsequent adoption of the mark after the partnership term expired on November 26, 1975 (*see Exh. "A", IPC No. 3060; Exh. "1", IPC No. 3398, referring to the certification of the Securities and Exchange Commission dated March 1, 1988*).

The evidence show that First Manufacturing Company was organized as a partnership on November 26, 1963 by Lim Bie Bang, Chua Ho and Chua Chai Ha for the purpose of manufacturing and selling beds and mattresses (*see Exh. "11", IPC No. 3060, referring to the Article of Partnership filed with the Securities and Exchange Commission on December 12, 1963*). According to the Articles of Partnership, the firm shall be under the management of Chua Chai Hai, and as such shall have the power to use the firm name, to bind the partnership in making contracts, and to perform such acts as are necessary and pertinent in the management of the firm.

On November 24, 1972, the articles of partnership of First Manufacturing Company was amended extending its term to another period of three (3) years or until November 25, 1975 (*see Exh. "11", IPC No. 3398; Exh. "K", IPC No. 3060*).

Under the law, a partnership may be dissolved by the termination of the definite term or particular undertaking in the agreement. [*Article 1830 (a), Civil Code*]. However, a partnership may continue even if its term had already expired. Article 1785 of the Civil Code provides:

"Article 1785. When a partnership for a fixed term or particular undertaking is continued after the termination of such term or particular undertaking without any express agreement, the rights and duties of the partners remain the same as they were at such termination, so far as consistent with a partnership at will.

A continuation of the business by partners or such of them as habitually acted therein during the term, without any settlement or liquidation of the partnership

affairs, is prima facie evidence of a continuation of the partnership,” (emphasis supplied)

Here, we find substantial evidence that the partnership’s existence continued and that the conduct of its business did not cease even after November 25, 1975 when its term was supposed to have ended. For instance, the letter dated June 16, 1976 certifying that Johnny Chua So was the manager of the partnership shows that the partnership was still existing as of the date (see *Exh. “C” and Exh. “2”, IPC No. 3060; Exh. “#”, IPC No. 3398*). Likewise, Official Receipt No. 6509 issued by the Republic Broadcasting System, Inc., on October 8, 1976 clearly shows that the partnership was conducting business as of that date (see *Exh. “C-1” and Exh. “3-a”, IPC No. 3398*).

Other documents indicating that the partnership was still in existence include a letter of one Florante Malong dated December 24, 1976 and addressed to Johnny Chua (*Exh. “C-2” and Exh. “4”, IPC No. 3060; Exh. “3-b”, IPC No. 3398*); Invoice No. 3225 issued by Republic Broadcasting System, Inc., on December 31, 1976 representing billing for an advertisement for “Sleepwell” bed (*Exh. “C-3” and Exh. “5”, IPC No. 3060; Exh. “3-c”, IPC No. 3398*); letter of Florante Malong dated January 8, 1977 and addressed to Johnny Chua instructing the latter to prepare checks as payment for advertisements (*Exh. “C-4” and Exh. “6”, IPC No. 3060; Exh. “3-d”, IPC No. 3398*); letter of Gateway Textiles Ltd., dated January 18, 1977 addressed to Johnny Chua (*Exh. “C-5” and Exh. “7”, IPC No. 3060; Exh. “3-e”, IPC No. 3398*); letter of Flor Malong dated February 24, 1977 addresses to Mr. Chua reminding the latter of the TV commercial contract (*Exh. “C-6” and Exh. “8”, IPC No. 3060; Exh. “3-f”, IPC No. 3398*); and a letter of Florante Malong dated March 28, 1977 addressed to Johnny Chua informing the latter that he was pulling out the “Sleepwell” TV Commercial (*Exh. “C-7” and Exh. “9”, IPC No. 3060; Exh. “3-g”, IPC No. 3398*).

All these documents point to the presence of significant business activity and indicate the existence of the partnership even after its supposed dissolution on November 26, 1975. While the term of the partnership expired on November 26, 1975, at least as per the certification of the Securities and Exchange Commission (SEC) and the documentary evidence indicate that the business of the old partnership was simply continued by the partners without the previous partnership undergoing the procedures relating to dissolution and winding up of its business affairs. [*see Yu vs. NLRCV, et al., G.R. No. 97212, June 30, 1993*].

Moreover, even if we assume that the partners went on to establish a new contract of partnership without the formalities such as registration, the mere failure to register the contract of partnership does not invalidate the same as among the partners, so long as the contract has essential requisite, because the main purpose of registration is to give notice to third parties, and it can be assumed that the members themselves knew of the contents of their contract. Neither does the failure to register affect the liability of the partnership and the members to the third persons. Lastly, the partnership has juridical personality, even if it fails to register. (see *Tolentino, Civil Code, Vol. V, 1992 ed., p. 326*).

The knowledge by Johnny Chua So of the existence of the partnership even after its supposed dissolution becomes more evident if we consider that on February 27, 1978, he organized a corporation named First Manufacturing Company of the Philippines together with four (4) other persons that include a former partner in the partnership, Chua Ho, for the purpose of manufacturing and selling beds, furniture and other merchandise (see *Exh. “D”, IPC No. 3060; Exh. “4”, IPC No. 3398*). It must be noted that the name of the corporation by Johnny Chua So bears the same name as the partnership.

Records further reveal that the corporation formed by Johnny Chua So is inactive in view of its failure to file the appropriate documents (see *Exh. “10”, IPC No. 3060, referring to the certification by the Securities and Exchange Commission (SEC) dated March 1, 1998*). The transactions between the period 1976 to 1977 shown by the invoices, vouchers and other written communications [*see Exh. “C” and Exh. “2”, IPC No. 3060; Exh. “3”, IPC No. 3398; Exh. “C-1”*

and Exh. "3-a", IPC No. 3398; Exh. "C-2" and Exh. "4", IPC No. 3060; Exh. "3-b", IPC No. 3398; Exh. "C-3" and Exh. "5", IPC No. 3060; Exh. "3-c", IPC No. 3398; Exh. "C-4" and Exh. "6", IPC No. 3060; Exh. "3-d", IPC No. 3398; Exh. "C-5" and Exh. "7", IPC No. 3060; Exh. "3-e", IPC No. 3398; Exh. "C-6" and Exh. "8", IPC No. 3060; Exh. "3-f", IPC No. 3398; Exh. "C-7" and Exh. "9", IPC No. 3060; Exh. "3-g", IPC No. 3398] could only refer to the activities of the corporation, First Manufacturing Company of the Philippines because it was organized by Johnny Chua So only on February 27, 1978.

Johnny Chua So further contends that after the expiration of the term of First Manufacturing Company in 1975, he continued the business originally engaged in by said partnership through the above-mentioned corporation and has since adopted the mark "Sleepwell" previously used by the partnership. He claims that after 1975, he was the one running the affairs of the partnership, and the one responsible for the creation and use of the mark.

While it appears that Johnny Chua So was the designated manager of the partnership (see *TSN in IPS No. 3060 dated January 23, 1989, testimony of Johnny Chua So, p. 16-17*), this fact alone did not mean that the properties and assets of the partnership, including the goodwill and rights to its trademark or trade name, belonged to him for the simple reason that he was never a partner and, more importantly, a partnership has a juridical personality separate and distinct from the partners. (*Art. 1768, Civil Code*).

Even if we assume as true his claim that he continued the business of the partnership after its term expired, he cannot possibly appropriate for himself the partnership's right to the mark, absent substantial evidence that the partnership assets were transferred to him after its supposed dissolution. His allegation that he continued the business of the partnership only underscores his recognition of the partnership's earlier use of the mark. Neither did his formation of a corporation with the same name as the partnership establish any right to the mark without any convincing proof that the partnership assigned to his corporation its assets including its goodwill to the mark after its dissolution. Other than his bare allegation in his affidavit, the records are bereft of any evidence to support a finding that the partnership actually assigned to the corporation.

In addition, Johnny Chua So admitted that he appropriated for himself the business of the partnership without the consent of the partners (see *TSN in IPC No. 3060 dated January 23, 1989, cross-examination of Johnny Chua So, p. 33*). We also note that most of the evidence presented by Roberta Yu Sam, who is the real party to these cases, all relate to transactions and acts of her husband, Johnny Chua So. During her cross-examination, Roberta Yu Sam stated that there was no Deed of Assignment or Deed of Sale in her favor or her husband for the mark "Sleepwell" (see *TSN in IPC No. 3060 dated May 18, 1989, cross-examination of Roberta Yu Sam, p. 15*). Lastly, the documents showing the assignment of shares in the corporation to Roberta Yu Sam have no relevance to the issue on the ownership and use of the mark (see *Exh. "12-b", IPC No. 3398, referring to the assignment by Chua Ping Kun of her company shares to Roberta Yu Sam*). Under the circumstances, we do not see how Roberta Yu Sam could possibly have any right to the mark.

Under Sec. 2-A of Republic Act No. 166, the law applicable and in effect at the time the parties filed their applications for registration, ownership of marks may be required by actual use thereof in any lawful business or service in commerce. "[T]rademark is a creation of use, and the underlying reason for all these is that purchasers have come to understand the mark as indicating the origin of the wares. Flowing from this is the trader's right to protection in the trade he has built up and the goodwill he has accumulated from the use of the trademark." [*Sterling Products vs. Fabenfabriken Bayer, 27 SCRA 1214*].

There being substantial evidence that the partnership First Manufacturing Company has used and appropriated the mark "Sleepwell" since 1976, its right to the mark "Sleepwell" must be affirmed, and the claim of Roberta Yu Sam must necessarily fail.

In view of the foregoing, this Office hereby rules as follow:

- 1) Inter Partes Case No. 3060 is DISMISSED, it appearing that the party impleaded, George Chua Ty, is not the real party in interest not being the registrant of SR No. 8028 sought to be cancelled in the said case;
- 2) As regards Inter Partes Case No. 3663, the Petition to Cancel filed by Roberta Yu Sam is hereby DENIED, it appearing that SR No. 8028 in the name of First Manufacturing Company was validly issued;
- 3) In Inter Partes Case No. 3380, the Opposition filed by First Manufacturing Company is SUSTAINED, there being a showing that it will be damaged by the registration of the mark being applied for registration by Roberta Yu Sam is hereby REJECTED;
- 4) In Inter Partes Case No. 3398, First Manufacturing Company is declared to be the prior adopted and earlier user of the mark "Sleepwell". Accordingly, Serial No. 62992 in the name of First Manufacturing Company is, as it is hereby, GIVEN DUE COURSE.

Let the file wrappers of the trademark subject matter of the instant cases be forwarded to the Administrative, Financial Human Resource Development Service Bureau (AFHRDSB) for appropriate action in accordance with this Decision, with a copy thereof to be furnished the Bureau of Trademarks (BOT) for information and update of its record.

SO ORDERED.

Makati City, January 31, 2003.

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