

SEBAGO INTERNATIONAL LTD.,
Petitioner,
- versus -

IPC 14-2006-00142

Opposition to:
Reg. No. 4-1997-127528
(Filing Date: 18 March 2006)

DOCKSIDES MANUFACTURING
CORPORATION, and/or ADEL O. MORALES
Respondent-Applicant.

TM: "DOCKSIDE MANUFACTURING
CORPORATION & LOGO"

x-----x

Decision No. 2007-53-a

JUDGMENT
BASED ON COMPROMISE AGREEMENT

For this Bureau's consideration is the parties' Joint Motion For Judgment Based on Compromise Agreement filed on May 16, 2007.

The Compromise Agreement executed by and between Petitioner, SEBAGO INTERNATIONAL LTD., and Respondent-Registrant DOCKSIDES MANUFACTURING CORPORATION, and/or ADEL O. MORALES provides, to wit:

"1. The SECOND PARTY shall assign the following trademark applications and registrations the FIRST PARTY by providing the latter with the completely executed notarized assignment documents ready for filing with the intellectual property Office (IPOP.HIL.), together with the required fees for the recordation of said assignment documents as soon as payment referred to in paragraph "11" of this Agreement is received by the SECOND PARTY.

- a. Trademark Application No. 4-1990-073506 for "DOCKSIDER" for shoes in Class 25;
- b. Trademark Application No. 1989-066996 for "DOCKSIDER & A WORKING MAN INSIDE A CIRCLE" for shoes sole, shoes in Class 25;
- c. Trademark Application No. 4-1989-06 7771 for "DOCKSIDES & REP. OF SHOESMAKER IN A CIRCLE ABOVE THE WORD & STRAIGHTLINE & ARCH" for men's shoes, slippers and sandals in class 25; and
- d. Trademark Registration No. 4-1997-127528 for DOCKSIDES MANUFACTURING & LOGO covering service in Class 42.

2. The SECOND PARTY shall assign the following copyright registrations to the FIRST PARTY completely executed notarized assignment documents with waiver of all copyrights, ready for filing with the Copyright Office. Together with the required fees for the recordation of said assignment documents with the copyright Office. The FIRST PARTY is

hereby authorized to file these assignment documents as soon as payment referred to in paragraph "11" of this Agreement is received by the SECOND PARTY.

- a. Copyright Registered No. 1-2540 for an original ornamental design/model for articles of manufacture entitled a " DESIGN FOR A DOCKSIDER SHOES SOLE and;
- b. Copyright Registration No. 0-94-218 for prints, pictorial illustrations, advertising copies, labels, tags, and box wraps, entitled "DOCKSIDER"

3. The SECOND PARTY shall remove or delete the word "DOCKSIDES" from its corporate name, DOCKSIDE MANUFACTURING CORP., by providing the FIRST PARTY complete ready-for-filing amendment documents including all letters of authorization as required by the Securities and Exchange Commission (SEC) to effect the said change of name by the SEC, together with the required fees. The FIRST PARTY is hereby authorized to file these amendment documents and receive the approval documents from the SEC as soon as payment referred to in paragraphs "11" of this Agreement is received by the SECOND PARTY.

4. Upon execution of this Agreement the SECOND PARTY, their employees, agents representatives, assignees, successors-in-interest, and all other persons and/or entities acting under their authority, shall immediately cease and desist from using and dealing in products using any of the trademarks and copyrights listed in paragraph "1", "2", and "3", except as provided in paragraph "5";

5. Upon execution of this Agreement the SECOND PARTY, shall furnish the FIRST PARTY with a list of its inventory of finished goods and semi-finished goods bearing the trademark copyrights, and business names referred to in paragraphs "1", "2", and "3", and the FIRST PARTY shall allow the SECOND PARTY three (3) months, from date of the execution of this Agreement to sell the same, and should there be any inventories remaining after said three (3) months, the SECOND PARTY hereby undertakes to destroy the same, and SECOND PARTY hereby undertakes to destroy the same at his own expense, and shall deliver to the FIRST PARTY, a certification under oath that there are no inventories of finished and semi-finished goods, within seven (7) days therefrom;

6. Upon execution of this Agreement , the SECOND PARTY shall deliver to the FIRST PARTY all moulds, packaging advertising, and promotion materials and supplies bearing the trademark, copyright and business names referred to in paragraphs "1", "2", and "3", or used for the same;

7. The SECOND PARTY undertakes to forever refrain from dealing in products or services using or bearing the trademarks, copyrights, and business names referred to in paragraphs "1", "2", and "3" and also undertakes that its assigns, officers, employees or agents will comply with the said undertaking;

8. The SECOND PARTY warrants that the trademarks, copyrights and business name specified in paragraphs, "1", "2", and "3" comprise all the intellectual property assets that it

owns or possess, which bear any similarity with the trademarks or any elements of said trademarks owned by the FIRST PARTY;

9. In case of breach of any of the terms of this Agreement, the SECOND PARTY shall be liable to FIRST PARTY for all expenses that may be incurred for the judicial enforcement/execution of this Agreement;

10. This Compromise Agreement shall bind not only the parties but also its directors, officers, employees, agents, successors and assigns;

11. In consideration of the foregoing, the SECOND PARTY shall receive from the FIRST PARTY the sum of US Dollars FOUR THOUSAND (US\$4,000.00). Furthermore, the parties do hereby agree to waive and discharge each other from any and liability, claims and damages, arising from the past use and/or adoption by the SECOND PARTY of the trademarks "DOCKSIDER" and "DOCKSIDER",

12. This Agreement shall take effect upon receipt of SECOND PARTY of the payment referred to in paragraph "11."

13. Upon execution of this Agreement, the parties shall file a joint motion to dismiss based on this Assignment of the Trademark Registration No. 4-1997-127528 and Trademark Application No. 4-1990-0073506 to FIRST PARTY."

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, moral, good customs, public policy or public order, the same is hereby APPROVED. Accordingly, Registration No. 4-1997-127528 issued to Respondent-Registrant DOCKSIDES MANUFACTURING CORPORATION, and/or ADEL O. MORALES on March 18, 2006 for the Trademark "DOCKSIDES MANUFACTURING CORPORATION & LOGO" REMAINS VALID AND EXISTING UNTIL CANCELLED BY OPERATION OF LAW 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 "DOCKSIDES MANUFACTURING CORPORATION & 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, 28 May 2007.

ESTRELLITA BELTRAN-ABELARDO
Director, Bureau of Legal Affairs