



L.R. IMPERIAL, INC.,	}	IPC NO. 14-2011-00113
<i>Opposer</i>	}	Case Filed: 30 Mar. 2011
	}	<b>Opposition of:</b>
-versus-	}	
	}	Appln. No. 4-2010-013677
<b>BAYER AKTIENGESELLSCHAFT</b>	}	Date filed: 17 Dec. 2010
<i>Respondent-Applicant</i>	}	Title : "BAYSULIN"
	}	
x-----x	x	<b>Decision No. 2012-39</b>

### DECISION BASED ON COMPROMISE AGREEMENT

L.R. IMPERIAL, INC. ("Opposer"), filed on 30 March 2011 an Opposition to Application No. 4-2010-013677. This Bureau issued a Notice to Answer dated 20 May 2011 and served upon a copy thereof to BAYER AKTIENGESELLSCHAFT ("Respondent-Applicant"), on 07 April 2010. The Respondent-Applicant filed its Answer on 01 September 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 Settlement Period*"), this Bureau issued on 20 September 2011 Order No. 2011-279 referring the case to mediation.

On 30 January 2011 the Mediation Office submitted a Mediation Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT the pertinent portions of which read, as follows;

"1. LRI hereby agrees to withdraw its opposition to BAYER'S trademark Application No. 4-2010-013677 for the mark 'BAYSULIN' and consents to the registration of the same subject to the conditions set forth below.

"2. Upon the execution of this Agreement, BAYER hereby undertakes to amend its Trademark Application No. 4-2010-013677 and limit the use of the mark 'BAYSULIN' for the following goods:

Class 05 – 'Pharmaceutical preparations and substances with an active ingredient Tamsulosin used for the treatment of prostatic hyperplasia'

"3. BAYER undertakes to use the mark 'BAYSULIN' specifically only for the above-described goods.

"4. BAYER shall not apply in the future for the registration of the mark 'BAYSULIN' for goods other than those above-described goods.

"5. The Parties shall abide by the terms and conditions of this Agreement in utmost good faith and, to this end, shall not issue, state or make any derogator, malicious or negative statements, announcements or press releases with respect to the other Party;

"6. The Parties acknowledge that their respective signatories have full authority and/or have secured the necessary approvals to execute, and do execute, this Agreement on behalf of their principals and that the Parties have authority to comply with the promises, obligations, undertaking and acknowledgments made in this Agreement. The Parties hereto further acknowledge that they have executed this Agreement voluntarily with full knowledge of its consequences under the law;

"7. This Agreement shall apply to and be binding upon the Parties' related or associated companies, including the Parties' subsidiaries or affiliates and their respective licencees (i.e. importer, distributor, etc.) in the Philippines. Further, the Parties also undertake to impose the obligations under this Agreement upon any of their legal successors or assigns.

"8. The Parties acknowledge that they have read and understood the contents of this Agreement and that they have signed the same willingly, voluntarily, and with full knowledge of their rights and obligations."

This Bureau evaluated the **COMPROMISE 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 or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.<sup>1</sup>

**WHEREFORE**, premises considered, the parties' **COMPROMISE AGREEMENT** is hereby **APPROVED**. Accordingly, the **COMPROMISE AGREEMENT** having the force and effect of a decision or judgment, the parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filewrapper of trademark Application Serial No. 4-2010-013677 be returned, together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action.

**SO ORDERED.**

Taguig City, 13 February 2012.

  
**ATTY. NATHANIEL S. AREVALO**  
Director IV  
Bureau of Legal Affairs

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<sup>1</sup> Office Order No. 154, Series of 2010.