



DIXIE CONSUMER PRODUCTS LLC,
Opposer,

-versus-

CERES ASIA MARKETING, INC.,
Respondent- Applicant.

}
} IPC No. 14-2014-00160
} Opposition to:
} Appln. Serial No. 4-2014-00001191
} Date Filed: 29 January 2014
} TM: "DIXIE"
}

X-----X

NOTICE OF DECISION

QUISUMBING TORRES

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GREETINGS:

Please be informed that Decision No. 2014 - 171 dated June 26, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, June 26, 2014.

For the Director:


Atty. JOSEPHINE C. ALON
Bureau of Legal Affairs



DIXIE CONSUMER PRODUCTS LLC,	}	IPC No. 14-2014-00160
Opposer,	}	Opposition to:
	}	
- versus -	}	Application No. 4-2014-00001191
	}	Date Filed: 29 January 2014
CERES ASIA MARKETING, INC.,	}	
Respondent-Applicant.	}	Trademark: DIXIE
x-----x		Decision No. 2014 - <u>171</u>

**DECISION BASED ON
COMPROMISE AGREEMENT**

DIXIE CONSUMER PRODUCTS LLC ("Opposer") and CERES ASIA MARKETING, INC. ("Respondent-Applicant") filed on 23 June 2014 a Joint Motion to Approve Compromise Agreement. The joint motion prays that the compromise agreement entered into by and between the parties be approved and that a decision be rendered pursuant thereto.

The pertinent portions of the Compromise Agreement reads:

"NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

"1. CERES recognizes and acknowledges DIXIE's ownership of and goodwill over the trademark DIXIE in relation to cutlery, cups, plates and other related tabletop goods. CERES also recognizes that DIXIE has the exclusive right to use the trademark DIXIE not only in Classes 8 and 21 in which it is registered, but also in other closely related classes and in classes within the zone of natural expansion of DIXIE's business.

"2. Accordingly, CERES hereby undertakes to limit the coverage of the trademark DIXIE under Application No. 4-2014-001191 to *"notebooks, wax paper, plastic sandwich bag, plastic and paper cups, toilet paper, tissue paper, gift ribbon, typewriter ribbons, stationeries, photograph albums, ball pens, pencils, crayons, markers, sign pens, mechanical pen, gel pens, butter, cashbox, clear book, expanding file, folders, paper and plastic lever arch files, ring binders and magazine racks, binders, clips, stick-on memo pads, glue stick, glue, stapler wire, staple wire remover, tape dispenser, puncher, stamp pad, stamp pad ink refill, packaging tape, stationery tape, paper clips, thumbtacks, push pins, correction tape, correction fluid, eraser, envelopes, boards, copier paper, thermal paper, bond paper and pads, time cards, cash register tapes, add machine tapes, fasteners, rubber bands, specialty papers, designer pad, binders, fine paper, book paper, multi-purpose paper, newsprint, mimeo paper, correction pen, carbon paper, laser paper, corrugated box, fountain solution, diaries, telephone books, address books, writing instruments, picture frames, painting reproductions, journals, water & oil colors, pins and tacks, I. D. cards & holders, pencil sharpeners & case, scissors, rulers, scissors, magic boards, lunch boxes made of paper or carton."*

"3. In consideration of CERES' undertaking, DIXIE will no longer pursue the opposition case against CERES' Trademark Application No. 4-2014-001191 for DIXIE.

"4. This Agreement shall bind the Parties, their affiliates, employees, agents, assignees, and/or successors-in-interest. The terms and conditions of this Agreement may be amended, waived or modified only by agreement in writing signed by the Parties or their respective assignees or successors-in-interest.

"5. The Parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2014-00160.

"6. Each Party shall bear its own costs and expenses incurred in the opposition case and in carrying out each of their respective undertakings and obligations required by this Agreement.

"7. 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 the authority to comply with the promises, obligations, undertakings 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.

"8. The Parties hereto acknowledge that they have executed this Agreement voluntarily with full knowledge of the consequences under the law.

"9. The Parties undertake to observe the terms and conditions of this Agreement in utmost good faith.

"10. This Agreement shall be interpreted and construed exclusively under Philippine laws."

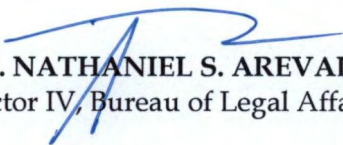
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, goods customs, public order or public policy.

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.

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby APPROVED. Accordingly, the instant opposition case is hereby DISMISSED. Let the filewrapper of Trademark Application Serial No. 4-2014-00001191 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 26 June 2014.


Atty. NATHANIEL S. AREVALO
Director IV, Bureau of Legal Affairs