



HSBC HOLDINGS, PLC,  
Opposer,

-versus-

PNB LIFE INSURANCE INC.,  
Respondent-Applicant.

}  
} IPC No. 14-2012-00256  
} Opposition to:  
} Application No. 4-2011-004680  
} Date filed: 25 April 2011  
} TM: "PREMIER LIFE  
} ENCLOSED IN A RECTANGULAR  
} DESIGN"

x-----x

### NOTICE OF DECISION

#### BUCOY POBLADOR & ASSOCIATES

Counsel for the Opposer  
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#### QUASHA ANCHETA PENA & NOLASCO


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114 Amorsolo Street, Legaspi Village  
Makati City

#### GREETINGS:

Please be informed that Decision No. 2014 - 110 dated April 14, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, April 14, 2014.

For the Director:

  
Atty. EDWIN DANILO A. DATING  
Director III  
Bureau of Legal Affairs



HSBC HOLDINGS PLC,	}	IPC NO. 14-2012-00256
Opposer,	}	Opposition to:
	}	Application Serial No. 4-2011-004680
- versus -	}	Date Filed: 25 April 2011
	}	Trademark: PREMIER LIFE
PNB LIFE INSURANCE INC.,	}	ENCLOSED IN A RECTANGULAR DESIGN
Respondent-Applicant.	}	
-----X		Decision No. 2014 - <u>110</u>

## DECISION BASED ON COMPROMISE AGREEMENT

HSBC HOLDINGS PLC, ("Opposer") filed an opposition to Trademark Application Serial No. 4-2011-004680. The application filed by PNB LIFE INSURANCE INC., ("Respondent-Applicant") covers the mark **PREMIER LIFE ENCLOSED IN A RECTANGULAR DESIGN** for use on goods under Class 36. The opposition is anchored on Section 123.1 (d) and (e) of R.A. 8293 otherwise known as The Intellectual Property Code of the Philippines.

On 21 November 2012, the Respondent-Applicant filed its Answer refuting the material allegations of the Opposer.

In compliance to Office Order No. 154, s. 2012 (*"Rules of Procedure for IPO Mediation Proceedings"*) and Office Order No. 197, s. 2010 (*"Mechanics for IPO Mediation and Settlement Period"*), this Bureau issued on 09 January 2013 Order No. 2013-002 referring the case to mediation.

On 11 April 2014, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is the parties' COMPROMISE AGREEMENT, the pertinent portion of which reads:

"NOW THEREFORE, for and in consideration of the parties' respective concessions herein below enumerated, the First Party and Second Party, by way of compromise, mutually agree as follows:

"1. The First Party shall seek to register and use the 'PREMIER LIFE (ENCLOSED IN A RECTANGULAR DESIGN)' mark only for 'Life insurance products building guaranteed cash values and earning dividends';

"2. The First Party shall disclaim the word 'PREMIER' and 'LIFE' in its application without losing the exclusive right to use the same as part of the entire trademark;

"3. The First Party undertakes to use the 'PREMIER LIFE (ENCLOSED IN A RECTANGULAR DESIGN)' mark in close proximity or directly next to the PNB

Life Insurance, Inc. trade name, OR indicate in all products bearing the 'PREMIER LIFE (ENCLOSED IN A RECTANGULAR DESIGN)' mark that it is a product of PNB Life Insurance, Inc.

In connection with this, attached as Annex 'C' is a sample flyer to be produced and distributed by the First Party in accordance with its undertaking;

"4. In consideration of the foregoing, the Second Party shall cause the dismissal of its Opposition to the First Party's Application entitled 'HSBC Holdings PLC vs. PNB Life Insurance Inc.', docketed as IPC No. 14-2012-00256 now pending before the Bureau of Legal Affairs of the Intellectual Property Office;

"5. Each party shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated thereby; and

"6. This Agreement shall also apply to and be binding upon the parties' related or associated companies, including the parties' subsidiaries or affiliates, their legal successors or assigns, and their respective licensees in the Philippines."

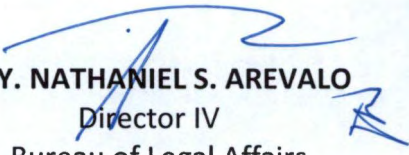
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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 (Sec. 5, Office Order No. 154, s. 2010).

**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. 4-2011-004680 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 14 April 2014.

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