



L.P. IMPERIAL, INC.,
Opposer,

-versus-

MERCK KGAA,
Respondent- Applicant.

X-----X

}
} IPC No. 14-2013-00407
} Opposition to:
} Appln. Serial No. 4-2013-00002750
} Date Filed: 12 March 2013
} TM: "PLIAZON"

NOTICE OF DECISION

OCHAVE & ESCALONA
Counsel for the Opposer
66 United Street
Mandaluyong City


CASTILLO LAMAN TAN PANTALEON & SAN JOSE LAW OFFICES
Counsel for Respondent-Applicant
The Valero Tower, 122 Valero Street
Salcedo Village, Makati City

GREETINGS:

Please be informed that Decision No. 2014 - 134 dated May 06, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, May 06, 2014.

For the Director:


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



L. R. IMPERIAL, INC.,	}	IPC No. 14-2013-00407
Opposer,	}	Opposition to:
	}	
- versus -	}	Application No. 4-2013-00002750
	}	Date Filed: 12 March 2013
MERCK KGAA,	}	
Respondent-Applicant.	}	Trademark: PLIAZON
x-----x	x	Decision No. 2014 - <u>124</u>

DECISION BASED ON COMPROMISE AGREEMENT

L. R. IMPERIAL, INC. ("Opposer") filed on 02 October 2013 a Verified Notice of Opposition to Trademark Application No. 4-2013-00002750. The contested application, filed by MERCK KGAA ("Respondent-Applicant"), covers the mark PLIAZON for use on "*pharmaceutical and veterinary preparations, sanitary preparations for medical purposes, dietetic substances adapted for medical use*" under Class 05 of the International Classification of goods.

This Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Applicant on 05 November 2013. The Respondent-Applicant filed its Verified Answer on 30 January 2014.

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 04 February 2014 Order No. 2014-029 referring the case to mediation.

On 05 May 2014, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is a copy of the parties' Compromise Agreement, the pertinent portions of which reads, as follows:

NOW THEREFORE, in view of the above premises, the PARTIES hereby agree as follows:

1. Within 15 days from the execution of this Agreement, MERCK shall file an amended Trademark Application that limits the use of the mark PLIAZON to:

**"CLASS 05: PHARMACEUTICAL AND VITAMIN PREPARATIONS
FOR THE PREVENTION AND TREATMENT OF SKIN IRRITATIONS"**

2. MERCK undertakes to use the mark PLIAZON only for the above-described goods under Class 05 of the International Classification of Goods. MERCK shall not apply in the future for the registration of the mark PLIAZON for any other class and goods other than those above-described.

3. In consideration of the foregoing undertakings and subject to the faithful compliance by MERCK of its undertakings set forth above, LRI agrees to withdraw its *Verified Notice of Opposition* to the Trademark Application.

4. Immediately upon its execution, the Parties shall submit the signed Agreement to the assigned mediator in this case for approval by the BLA.

5. Each Party shall bear its own costs and expenses incurred in carrying out each of their respective undertakings and obligations required in this Agreement and those incurred in Inter Partes Case No. 14-2013-00407.

6. This Agreement is the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement may not be amended except by written agreement executed by both Parties.

7. The Parties warrant that their respective signatories have full authority and/or have secured the necessary approvals to execute this Agreement on behalf of their principals and that the Parties have the authority to comply with the undertakings, obligations, and acknowledgements made in this Agreement.

8. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the Parties and their subsidiaries, affiliates, assignees, successors-in-interest, licensees, agents, and representatives.

9. In the event of breach of any of the terms and conditions of this Agreement, the non-breaching Party shall be entitled to recover its reasonable attorneys' fees in addition to any other remedies it may have at law or in equity.

10. This Agreement shall become effective and enforceable immediately upon the execution hereof.

11. 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, goods customs, public order or public policy.

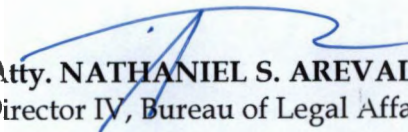
Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.

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. 4-2013-00002750 be returned,

together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 06 May 2014.



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