



MYRA PHARMACEUTICALS, INC.,
Opposer,

-versus-

MULTICARE PHARMACEUTICALS
PHILIPPINES, INC.,
Respondent- Applicant.

x-----x

}
} IPC No. 14-2013-00081
} Opposition to:
} Appln. Serial No. 4-2012-011742
} Date filed: 24 September 2012
} TM: "MAXIFIER AND DEVICE"

NOTICE OF DECISION

OCHAVE & ESCALONA
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Mandaluyong City

REYES FRANCISCO TECSON & ASSOCIATES LAW OFFICE
Counsel for the Respondent-Applicant
Unit 1710 Cityland 10 Condominium Tower I
H.V. Dela Costa Street, Salcedo Village
Makati City

GREETINGS:

Please be informed that Decision No. 2013 - 237 dated December 10, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, December 10, 2013.

For the Director:

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



MYRA PHARMACEUTICALS, INC.,	}	IPC No. 14-2013-00081
<i>Opposer,</i>	}	
	}	Opposition to:
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	}	Date Filed: 24 September 2012
MULTICARE PHARMACEUTICALS	}	TM: MAXIFER AND DEVICE
PHILIPPINES, INC.,	}	
<i>Respondent-Applicant.</i>	}	
x-----x		Decision No. 2013- 237

**DECISION BASED ON
COMPROMISE AGREEMENT**

MYRA PHARMACEUTICALS, INC., ("Opposer") filed on 27 February 2013 an opposition to Trademark Application Serial No. 4-2012-011742. The application, filed by MULTICARE PHARMACEUTICALS PHILIPPINES, INC., ("Respondent-Applicant"), covers the mark "MAXIFER AND DEVICE" for use on goods under International Class 05.

This Bureau issued a Notice to Answer dated 11 March 2013 and served a copy thereof to Respondent-Applicant on 20 March 2013. The Respondent-Applicant filed its Answer on 20 May 2013.

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 06 August 2013 Order No. 2013-190 referring the case to mediation.

On 04 December 2013, the ADR Services of this Bureau submitted a Mediation Report submitting a copy of the parties' Compromise Agreement. The pertinent portions of the COMPROMISE AGREEMENT reads, as follows:

NOW, THEREFORE, for and in consideration of the Parties' respective concessions herein below enumerated, by way of a compromise, the Parties mutually agree as follows:

"1. MYRA agrees to withdraw its opposition to MULTICARE's Trademark Application No. 4-2012-011742 for the mark "MAXIFER" and consent to the registration of the same subject to the faithful compliance by MULTICARE of the terms and conditions set forth below.

"2. Upon the execution of this Agreement, MULTICARE undertakes to amend its Trademark Application No. 4-2012-011742 for the mark "MAXIFER" and limit the use of the mark "MAXIFER" for the goods and format under Class 05 of the International Classification of Goods:

"Class 05 - Pharmaceuticals products (intravenous) containing iron sucrose or other generic equivalent for the treatment of iron deficiency anemia."

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"3. Further, MULTICARE undertakes to use the mark "MAXIFER" specifically only for the above-described goods and format under Class 5 of the International Classification of Goods. MULTICARE shall not apply in the future the registration of the mark "MAXIFER" for any other classes, goods and format other than those above-described.

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

"5. 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 undertakings, obligations 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.

"6. This Agreement shall apply to and be binding upon the Parties' related or associated companies, including the Parties' subsidiaries or affiliates. Further, the Parties also undertake to impose the undertakings and obligations under this Agreement upon any of their legal successors or assigns.

"7. The terms and conditions of this Compromise Agreement entered into by the Parties are not contrary to law, morals, good customs, public order or public policy."

"8. The Parties acknowledge that they have read and understood 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.¹

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant opposition case is hereby **DISMISSED**. Let the filer wrapper of Trademark Application No. 4-2012-011742 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 10 December 2013.


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

/s/

¹ Office Order No. 154 Series of 2010.