



PEDIATRICA, INC.,  
Opposer,

-versus-

INTERPHIL LABORATORIES, INC.,  
Respondent-Applicant.

X-----X

}  
} IPC No. 14-2012-00214  
} Opposition to:  
} Appln. Serial No. 4-2011-008272  
} Date filed: 15 July 2011  
} TM: "MUCOLISIN"  
}  
}  
}  
}  
}

**NOTICE OF DECISION**

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

**ONG MENESES GONZALEZ AND GUPIT**  
Counsel for the Respondent-Applicant  
Suite 1802, 88 Corporate Center  
No. 141 Valero St., Salcedo Village  
Makait City

**GREETINGS:**

Please be informed that Decision No. 2013 - 08 dated January 17, 2013 ( copy enclosed) was promulgated in the above entitled case.

Taguig City, January 17, 2013.

For the Director:

A handwritten signature in blue ink, appearing to read 'PAUSI U. SAPAK', written over a circular blue stamp.

**Atty. PAUSI U. SAPAK**  
Hearing Officer  
Bureau of Legal Affairs



PEDIATRICA, INC.,	}	IPC No. 14-2012-00214
Opposer,	}	Opposition to:
	}	
- versus -	}	Application Serial No. 4-2011-008272
	}	Date Filed: 15 July 2011
INTERPHIL LABORATORIES, INC.,	}	Trademark: MUCOLISIN
Respondent-Applicant.	}	
x-----x		Decision No. 2013 - <u>08</u>

### DECISION BASED ON COMPROMISE AGREEMENT

PEDIATRICA, INC. ("Opposer") filed on 15 March 2012 an opposition to Trademark Application Serial No. 4-2011-008272. The application filed by INTERPHIL LABORATORIES, INC. ("Respondent-Applicant") covers the mark MUCOLISIN for use on goods under Class 05. The opposition is anchored on Sections 123.1 (d) of R.A. 8293 otherwise known as The Intellectual Property Code of the Philippines.

On 15 June 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 05 July 2012 Order No. 2012-144 referring the case to mediation.

On 15 November 2012, 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 portions of which reads:

"NOW, THEREFORE, in view of the above premises and for the other good and valid considerations, the Parties hereby agree as follows:

"1. The parties recognize and acknowledge each other's right to use, apply, for, register and maintain their trademarks 'MUCOLEXIN' and 'MUCOLISIN' in connection with their respective goods as so stipulated in this Agreement.

"2. INTERPHIL hereby undertakes that:

(a) The use and registration of its 'MUCOLISIN' trademark in relation to goods under Class 5 shall be limited to pharmaceutical preparation.

(b) It shall reimburse PEDIATRICA the amount of Twelve Thousand Three Hundred Twenty Two Pesos (Php12,322.00).

(c) INTERPHIL shall neither opposer any application that PEDIATRICA will file with the IPO for the registration of PEDIATRICA's 'MUCOLEXIN'

trademark nor seek the cancellation of PEDIATRICA's existing registration for 'MUCOLEXIN' trademark.

"3. PEDIATRICA, on the other hand, agrees:

(a) to allow the registration of the trademark MUCOLISIN but limited only to class 5; for pharmaceutical preparation with generic name 'AMBROXOL';

"4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the Parties, their assignees or successors-in-interest exclusively.

"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. 14-2012-00128.

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

"7. Each party shall bear its respective expenses incurred in this case.

"8. This Agreement shall become effective and enforceable immediately upon approval by this Honorable Office of a duly signed copy thereof.

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 filer wrapper of Trademark Application Serial No. 4-2011-008272 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 17 January 2013.

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