



SUYEN CORPORATION,
Opposer,

-versus-

INTERNATIONAL THUNDERBIRD (BVI) LTD.,
Respondent-Applicant.

x-----x

} IPC No. 14-2011-00291
} Opposition to:
} Appln. Serial No. 4-2010-012137
} Date filed: 09 November 2010
} TM: "T ICON"

NOTICE OF DECISION

MIGALLOS & LUNA LAW OFFICES

Counsel for Opposer
7th Floor, The Phinma Plaza
39 Plaza Drive, Rockwell Center
Makati City

ACADEMIA SIAYNGCO & ACASIO

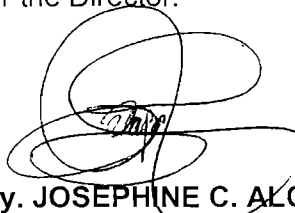
Counsel for Respondent-Applicant
18th Floor, Salcedo Tower
169 H.V. Dela Costa Street
Salcedo Village, Makati City

GREETINGS:

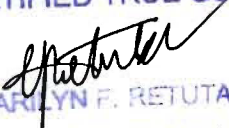
Please be informed that Decision No. 2012 - 105 dated June 28, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, June 28, 2012.

For the Director:


Atty. JOSEPHINE C. ALON
Hearing Officer, BLA

CERTIFIED TRUE COPY


MARILYN F. RETUAL

IPRS IV, Bureau of Legal Affairs, IP PHL

Republic of the Philippines
INTELLECTUAL PROPERTY OFFICE

Intellectual Property Center, 28 Upper McKinley Road, McKinley Hill Town Center



SUYEN CORPORATION,
Opposer,

-versus-

INTERNATIONAL THUNDERBIRD (BVI) LIMITED,
Respondent-Applicant.

x-----x

IPC NO. 14-2011-00291
Opposition to :

Appln. Ser. No. 4-2010-012137
Date Filed: 09 November 2010

Title: "T ICON"

Decision No. 2012- 105

DECISION BASED ON COMPROMISE AGREEMENT

SUYEN CORPORATION ("Opposer"), filed on 19 July 2011 an Opposition to Application No. 4-2010-012137. This Bureau issued a Notice to Answer dated 22 August 2011 and served upon a copy thereof to INTERNATIONAL THUNDERBIRD (BVI) LIMITED ("Respondent-Applicant"), on 06 September 2011. The Respondent-Applicant filed its Answer on 05 October 2011.

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 02 December 2011 Order No. 2011-329 referring the case to mediation.

On 30 April 2012 the ADR Services of this Bureau submitted a Mediator's Report indicating a compromise by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT. The pertinent portions of which read, as follows:

"1. ITBI hereby agrees and undertakes as follows:

1.1. ITBI shall use the mark "T ICON" only in the manner and form depicted in the ITBI Application, a copy of which is attached hereto and made an integral part hereof as Annex "A" (hereinafter the "Permitted Mark").

1.2. ITBI shall use the Permitted Mark only in connection with the specific services stated in the ITBI Application, or "entertainment, presentation of live performances" under Class 41 and "rental of temporary accommodation, bar services, cafes, food and drinks, catering, hotels, restaurant, self-service restaurants, snack bars" under Class 43;

1.3. ITBI shall not, by itself or through other persons or entities, use, register or seek registration of any of the Registered T Marks

of SUYEN, or any other mark containing the letter "T" other than in the form depicted in the ITBI Application, or any similar or colorable imitation thereof or seek the cancellation of the Registered T Marks

"2. SUYEN hereby agrees and undertakes as follows:

2.1. SUYEN shall not use the Registered T Marks in connection with the specific services of ITBI as stated in paragraph 1.2 hereof;

2.2. SUYEN shall not, by itself or through other persons or entities, use its Registered T Marks in any manner confusingly similar to the permitted Mark;

2.3. SUYEN shall not, by itself or through other persons or entities, use, register or seek registration of the mark covered by the ITBI Application.

"3. For and in consideration of the foregoing agreements and undertakings of ITBI, SUYEN hereby agrees to withdraw the Opposition and desist from pursuing any of its demands and claims, as specified in the said Opposition, without prejudice to the revival of the Opposition, if legally feasible, or the filing of a cancellation action, or any other remedy available to Suyen, in the event of breach by ITBI of this Agreement, and that the parties hereby agree that any such actions shall be decided without considering the registration of the mark T ICON resulting from the withdrawal by Suyen of the present Opposition. For this purpose, the Parties shall, upon execution hereof, immediately file a Joint Motion For Judgment Based on Compromise Agreement praying for the issuance by IPOPHIL of an Order dismissing the Opposition, under the terms and conditions of this Agreement.

"4. This Agreement shall be effective on the date of its execution.

"5. This Agreement may be signed in any number of counterparts. Any single counterpart by SUYEN and ITBI shall constitute a full and original Agreement for purposes of the withdrawal of the Opposition.

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

¹ Office Order No. 154 Series of 2010

WHEREFORE, premises considered, the parties' COMPROMISE AGREEMENT is hereby **APPROVED**. The parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filewrapper of trademark Application Serial No. 4-2010-012137 be returned, together with a copy of this Decision to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 28 June 2012.


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

