



TAIWAN TOBACCO & LIQUOR CORP.,
Petitioner,

-versus-

WU NING NING,
Respondent- Registrant.

X-----X

} IPC No. 14-2012-00543
} Cancellation of:
} Regn. No. 4-2012-000409
} Date Issued: 04 August 2011
} TM: GOLD MEDAL (INSET IN A
} BENDED RECTANGULAR FRAME)

NOTICE OF DECISION

FEDERIS & ASSOCIATES LAW OFFICES

Counsel for Petitioner
Suite 2005 88 Corporate Center
141 Valero corner Sedeno Street
Salcedo Village, Makati City

**THE LAW FIRM OF
COLUSO CHICA & ASSOCIATES**

Counsel for Respondent-Registrant
Unit 201 A & T Building
244 Escolta Street
Binondo, Manila

GREETINGS:

Please be informed that Decision No. 2013 - 172 dated August 22, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, August 22, 2013.

For the Director:

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



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| TAIWAN TOBACCO & LIQUOR CORPORATION, | } | IPC No. 14-2012-00543 |
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| -versus- | } | Cancellation of: |
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| x-----x | x | Decision No. 2013- <u>172</u> |

DECISION BASED ON COMPROMISE AGREEMENT

TAIWAN TOBACCO & LIQUOR CORPORATION ("Petitioner") filed on 27 November 2012 a petition for cancellation of Trademark Registration No. 4-2012-000409. The registration issued on 04 August 2011 in favor of WU NING NING ("Respondent-Registrant") covers the mark **GOLD MEDAL (INSET IN A BENDED RECTANGULAR FRAME)** for use on beer under Class 32.

This Bureau issued a Notice to Answer dated 14 January 2013 and served upon a copy thereof to Respondent-Registrant on 23 January 2013. On 18 July 2013, this Bureau issued Order No. 2013-1010 declaring the Respondent-Registrant in default for failure to file an answer on time.

On 15 August 2013, the the parties filed a Joint Motion to Approve Compromise Agreement. The pertinent portions of the COMPROMISE AGREEMENT reads, as follows:

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby undertake and obligate themselves as follows:

- "1. Wu Ning Ning, her agents, employees and/or representatives fully and unconditionally acknowledge the ownership and all corresponding intellectual property rights of TTL over TTL Marks.
- "2. Wu Ning Ning, her agents, employees and/or representatives undertake to never contest in any way the ownership and all intellectual property rights of TTL over the TTL Marks and neither will she, her agents, and/or representatives, ever assist or instigate third parties to do so.
- "3. Wu Ning Ning undertakes that she will not at any time in the future, in the Philippines or elsewhere, whether by herself or through any other party, including but not limited to her officers, associates, employees, agents or representatives, directly or indirectly:
 - a. Use, adopt and apply for the registration of the TTL Marks or any other mark confusingly similar to TTL Marks as a trademark, service mark, business name, corporate name or domain name;

- b. Manufacture, offer for sale, sell, supply or otherwise deal in any products or goods bearing the TTL Marks;
- c. Engage in any business involving the manufacture, sale or distribution of goods bearing the TTL Marks or any other mark confusingly similar thereto;
- d. Authorize or allow any other party to do any of the above acts.

"4. Wu Ning Ning will cause the withdrawal and abandonment of trademark registrations for TTL with Chinese Characters covered by Reg. No. PH/4/2011/410 and GOLD MEDAL (Inset in a Bended Rectangular frame) covered by Reg. No. PH/2/2011/409 with the Bureau of Trademarks of the Intellectual Property Office.

"5. Upon Wu Ning Ning's withdrawal of Reg. No. PH/4/2011/410 and Reg. No. PH/2/2011/409, the parties shall jointly file a motion in Inter Partes No. 14-2012-00542 and Inter Partes No. 14-2012-00543 for the approval by the Bureau of Legal Affairs of the Intellectual Property Office of this Agreement and issuance of a decision based thereon.

"6. Each Party shall bear their own costs and expenses, including attorney's fees, incurred in connection with the filing of and defending against the petitions for cancellation.

"7. Both 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 promises, obligations, undertakings and acknowledgments made in this Agreement. Both parties hereto further acknowledge that they have executed this Agreement voluntarily with full knowledge of its consequences under the law.

"8. This Agreement shall apply to and be binding upon the Parties' related or associated companies, including the Parties' subsidiaries or affiliates and their respective licensees (i.e. importer, distributor, etc.) in the Philippines. Further, the Parties also undertake to impose the obligations under this Agreement upon any of their legal successors or assigns.

"9. 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.

"10. This Agreement shall be governed by and construed in accordance with the laws of 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.¹

¹ Office Order No. 154 Series of 2010.

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby APPROVED. Accordingly, the instant cancellation case is hereby DISMISSED. Let the filewrapper of Trademark Registration No. 4-2012-000409 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 22 August 2013.


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

/s/nj.LOL