



THE CHILDREN'S PLACE RETAIL, INC.,
Opposer,

-versus-

OUR BABY AND KIDS INTERNATIONAL CO.,
Respondent-Applicant.

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IPC No. 14-2012-00108
Opposition to:
Appln. Serial No. 4-2011-013075
Date filed: Oct. 28, 2011
TM: "BABY & KID'S PLACE"

NOTICE OF DECISION

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GREETINGS:

Please be informed that Decision No. 2012 – 209 dated October 23, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 23, 2012.

For the Director:

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



THE CHILDREN'S PLACE RETAIL, INC.,
Opposer,

IPC No. 14-2012-00108
Case Filed: 04 May 2012

-versus-

Opposition to:
Appln. No. : 4-2011-013075
Date Filed: 28 October 2011

OUR BABY AND KIDS
INTERNATIONAL, CO.,
Respondent-Applicant.

TM: "BABY & KID'S PLACE"

x-----x

Decision No. 2012- 209

**DECISION BASED ON
COMPROMISE AGREEMENT**

THE CHILDREN'S PLACE RETAIL, INC., ("Opposer") filed on 04 May 2012 an opposition to Trademark Application Serial No. 4-2011-013075. The application filed by OUR BABY AND KIDS INTERNATIONAL, CO., ("Respondent-Applicant") covers the mark "BABY & KID'S PLACE" for use on goods under Class 35. The opposition is anchored on Sections 123.1 (d), (e) and (f) of R.A. 8293 otherwise known as the Intellectual Property Code of the Philippines.

This Bureau issued a Notice to Answer dated 10 May 2012 and served upon a copy thereof to Respondent-Applicant on 16 May 2012. The Respondent-Applicant filed its Answer on 15 June 2012.

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 29 June 2012 Order No. 2012-135 referring the case to mediation.

On 11 October 2012 the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT, the pertinent portions of which read, as follows;

1. Our Baby and Kids International shall, within seven (7) days from the signing of this Compromise Agreement, file an amendment of its Trademark Application No. 4-2011-013075 relating to the trademark "Baby and Kid's Place" for the deletion and removal of the word "Place". Immediately upon the filing of said request for the amendments of the trademarks application, Our Baby and Kid's International shall furnish Romulo Law Offices, as representative of The Children's Place, with a copy of the request for amendments as filed with the Bureau of Trademarks.
2. Upon signing of this Compromise Agreement, both parties shall execute a Joint Manifestation and Motion to be filed with the Bureau of Legal Affairs for the approval of this Compromise Agreement as full and complete settlement of this case.

3. Our Baby and Kids International undertakes and warrants that it will not hereafter use, apply for or authorize any third party to use or apply for any trademark, tradename, service mark or business mark comprising or containing the word "place" for any goods or services in any jurisdiction so as avoid the possibility of creating confusion or causing actual confusion with the trademark "The Children's Place" among the general public.

4. The parties agree and undertake that this Compromise Agreement and the terms herein set forth shall be considered final, unappealable and immediately executory as between each of them, their successors or assigns.

5. This Compromise Agreement shall bind the parties, their successors-in-interest, all their subsidiaries, affiliates, and other entities under their control as well as the partners, officers and employees and anyone acting under their direction or in their behalf.

6. Both parties hereby warrant that their respective representatives have full corporate and/or partnership power and legal right to execute this Compromise Agreement deliver and perform the duties herein required. As proof of such authority, The Children's Place has attached the duly authenticated Special Power of Attorney executed in favor of Romulo Law Offices and/or Atty. Jose Gabriel R. Benedicto as a member of said firm as Annex "A". Our Baby and Kids International has attached its duly notarized Partnership Resolution executed in favor of WILBERT V. SY as Annex "B".

7. This Compromise Agreement sets out the entire agreement between the parties and supersedes any prior discussions between them, all statements, representations, terms and conditions, warranties, guarantees, proposals, communication and understanding whenever given, whether verbally or in writing.

8. If any provision under this Agreement is declared invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of the remaining provisions of this Compromise Agreement shall not in any way be affected or impaired, it being intended that all the rights and obligation of the parties hereunder shall be enforceable to the fullest extent permitted by law.

9. The parties herein agree to bear their own costs and expenses incurred by each of them arising out of or in connection with the above-mentioned case, including but not limited to their respective legal fees and expenses.

This Bureau evaluated the COMPROMISE & COEXISTENCE 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 & COEXISTENCE AGREEMENT** is hereby **APPROVED**. Accordingly, the Compromise & Coexistence 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 filewrapper of Trademark Application Serial No. 4-2011-013075 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 23 October 2012.


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

/joanne

¹ Office Order No. 154 Series of 2010