



THERAPHARMA, INC.,
Opposer,

-versus-

THERA PHARMA DISTRIBUTION, INC.,
Respondent-Applicant.

X-----X

} IPC No. 14-2011-00538
} Opposition to:
} Appln. Serial No. 4-2011-005027
} Date Filed: 3 May 2011
} TM: "THERA C"
}

NOTICE OF DECISION

OCHAVE & ESCALONA

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Mandaluyong City

SUBIDO PAGENTE CERTEZA MENDOZA & BINAY

Counsel for the Respondent-Applicant
5th Floor Prince Building
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GREETINGS:

Please be informed that Decision No. 2014 - 02 dated January 07, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, January 07, 2014.

For the Director:


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



THERAPHARMA, INC.,	}	IPC No. 14-2011-00538
<i>Opposer,</i>	}	
	}	Opposition to:
-versus-	}	Appln. No. : 4-2011-005027
Thera PHARMA DISTRIBUTION, INC.,	}	Date Filed: 3 May 2011
<i>Respondent-Applicant.</i>	}	TM: THERA C
x-----x	x	Decision No. 2014- 02

DECISION BASED ON COMPROMISE AGREEMENT

THERAPHARMA, INC., ("Opposer") filed on 2 December 2011 an opposition to Trademark Application Serial No. 4-2011-005027. The application, filed by THERA PHARMA DISTRIBUTION, INC., ("Respondent-Applicant"), covers the mark "THERA C" for use on goods under International Class 05.

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 12 April 2013 Order No. 2013-91 referring the case to mediation.

On 16 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. Upon the execution of this Agreement, THERA PHARMA DISTRIBUTION undertakes to amend its Articles of Incorporation with the Securities and Exchange Commission (SEC) and the change its corporate name to "TPDI Products, Inc." Thereafter, upon approval by the SEC, THERA PHARMA DISTRIBUTION undertakes to provide THERAPHARMA with a machine true copy issued by the SEC of the Certificate of Amendment of the Articles of Incorporation, which reflects the change of the corporate name THERA PHARMA DISTRIBUTION to "TPDI Products, Inc."

"2. THERA PHARMA DISTRIBUTION further undertakes not to amend its corporate name in the future or cause the registration of a new corporation bearing the words "THERA" and "PHARMA" either separately or conjunctively as part of its corporate name.

"3. Also, THERA PHARMA DISTRIBUTION undertakes to use the mark "THERA C" specifically only for goods under Class 05 of the International Classification of Goods as "*Vitamin Preparation*". THERA PHARMA DISTRIBUTION shall not apply in the future registration of the mark "THERA C" for any class and goods other than those herein described.

"4. In consideration of the foregoing undertakings, THERAPHARMA agrees to withdraw its opposition to THERA PHARMA DISTRIBUTION's Trademark Application No. No. 4-2011-005027 for the mark "THERA C" and consent to the registration of the same subject to the faithful compliance by THERA PHARMA DISTRIBUTION of the above undertakings.

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

"6. 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 the Parties have the authority to comply, promises, obligations, undertaking 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.

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

"8. 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."

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 filewrapper of Trademark Application No. 4-2011-005027 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 07 January 2014.


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

/vanj..GSB

¹ Office Order No. 154 Series of 2010.