



UNITED AMERICAN
PHARMACEUTICALS, INC.,

Opposer,

-versus-

STOLLER PHILIPPINES, INC.,

Respondent- Applicant.

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IPC No. 14-2013-00142

Opposition to:

Appln. Serial No. 4-2011-010693

Date filed: 07 September 2011

TM: "VIGOR S"

NOTICE OF DECISION

OCHAVE & ESCALONA

Counsel for the Opposer

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Mandaluyong City

IGUIDEZ ONIDA LAW OFFICES

Counsel for the Respondent-Applicant

Suite 107 Cabrera Building I

130 Timog Avenue, Quezon City

GREETINGS:

Please be informed that Decision No. 2013 - 232 dated December 02, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, December 02, 2013.

For the Director:

Edwin O. Datin
Atty. EDWIN DANILO A. DATIN

Director III

Bureau of Legal Affairs



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} Decision No. 2013- 232
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DECISION BASED ON COMPROMISE AGREEMENT

UNITED AMERICAN PHARMACEUTICALS, INC., ("Opposer") filed on 11 April 2013 an opposition to Trademark Application Serial No. 4-2011-010693. The application, filed by STOLLER PHILIPPINES, INC. ("Respondent-Applicant"), covers the mark "VIGOR S" for use on goods under Classes 1 and 44.

This Bureau issued a Notice to Answer dated 17 April 2013 and served a copy thereof to Respondent-Applicant on 22 April 2013. The Respondent-Applicant filed its Answer on 21 May 2013.

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 06 August 2013 Order No. 2012-191 referring the case to mediation.

On 22 November 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, mutually agree as follows:

"1. STOLLER undertakes to limit the use of mark "VIGOR S" to the following goods/ services under Class 1 and Class 44 of the International Classification of Goods:

Class 1 - "Agriculture chemicals, fertilizers and raw materials"

Class 44 - "Agriculture services"

"2. Further, STOLLER undertakes to use the mark "VIGOR S" specifically only for the above-described goods/services under Class 1 and Class 44 of the International Classification of Goods. STOLLER shall not apply in the future the registration of the mark "VIGOR S" for any other class and goods/services other than those above-described.

"3. In consideration of the foregoing undertakings, UAP agrees to withdraw its *Verified Notice of Opposition* to STOLLER's Trademark Application No. 4-2011-010693 for the mark "VIGOR S" and consent to the registration of the same subject to the faithful compliance by STOLLER of its undertakings set forth above.

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

"5. 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 that the Parties have the authority to comply with undertakings, obligations 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.

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

"7. 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.

"8. 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."

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 Serial No. 4-2011-010693 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 02 December 2013.


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

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¹ Office Order No. 154 Series of 2010.