



RITEMED PHILIPPINES, INC.,  
Opposer,

-versus-

MULTICARE PHARMACEUTICALS  
PHILS., INC.,  
Respondent-Applicant.

X-----X

} IPC No. 14-2013-00426  
} Opposition to:  
} Appln. Serial No. 4-2013-0008012  
} Date Filed: 09 July 2013  
} TM: "RIFACARE"

### NOTICE OF DECISION

**OCHAVE & ESCALONA**  
Counsel for the Opposer  
No. 66 United Street  
Mandaluyong City

**REYES FRANCISCO AND ASSOCIATES LAW OFFICE**  
Counsel for the Respondent-Applicant  
Unit 1710, Cityland 10 Tower I  
H.V. Dela Costa Street, Salcedo Village  
Makati City

#### GREETINGS:

Please be informed that Decision No. 2014 - 289 dated November 05, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, November 05, 2014.

For the Director:

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



RITEMED PHILIPPINES, INC.,	}	IPC No. 14-2013-00426
Opposer,	}	Opposition to:
	}	
- versus -	}	Application No. 4-2013-00008012
	}	Date Filed: 09 July 2013
MULTICARE PHARMACEUTICALS	}	
PHILS., INC.,	}	Trademark: RIFACARE
Respondent-Applicant.	}	
x-----x		Decision No. 2014 - <u>289</u>

**DECISION BASED ON  
COMPROMISE AGREEMENT**

RITEMED PHILIPPINES, INC. ("Opposer") filed on 16 October 2013 a Verified Notice of Opposition to Trademark Application No. 4-2013-00008012. The application, filed by MULTICARE PHARMACEUTICALS PHILS., INC. ("Respondent-Applicant"), covers the mark RIFACARE for use on "anti-tuberculosis" under Class 05 of the International Classification of goods.

This Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Applicant on 20 November 2013. The Respondent-Applicant filed its Verified Answer on 04 February 2014.

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 17 February 2014 Order No. 2014-034 referring the case to mediation.

On 03 November 2014, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is a copy of the parties' Compromise Agreement, the pertinent portions of which 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. RITEMED shall withdraw its opposition to MULTICARE's Application No. 4/2013/00008012 for the mark RIFACARE and consents to the registration of the same subject to the faithful compliance by MULTICARE of the terms and conditions set forth below:

"1.1. MULTICARE undertakes to limit the use of its mark RIFACARE to the following class and goods under Class 05 of the International Classification of Goods:

"Class 05 - Anti-tuberculosis"



"1.2. MULTICARE shall not apply in the future the registration of the mark RIFACARE for any other classes and goods other than those described above.

"1.3. MULTICARE also undertakes that except for purchases made by local government units and public hospitals, it will not sell its product bearing the mark RIFACARE separately or individually from anti-tuberculosis kits, namely: (i) Prime Kit Trio and (ii) Prime Kit Duo.

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

"3. 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 the undertakings, obligations and acknowledgments made in this Agreement.

"4. 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.

"5. 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.

"6. This Agreement shall constitute the entire agreement between the Parties, and supersedes all prior communications and understanding relating to the subject matter, whether oral or written.

"7. 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 have 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.<sup>1</sup>

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<sup>1</sup> Office Order No. 154 Series of 2010.



**WHEREFORE**, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant opposition is hereby **DISMISSED**. Let the filewrapper of Trademark Application No. 4-2013-00008012 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 05 November 2014.



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