



UNITED HOME PRODUCTS, INC.,
Opposer,

-versus-

VAMSLER PHILIPPINES, INC.,
Respondent - Applicant.

X-----X

}
} IPC No. 14-2013-00481
} Opposition to:
} Appln. Serial No. 4-2013-0010632
} Date filed: 05 September 2013
} TM: "CEDOL"
}

NOTICE OF DECISION

OCHAVE & ESCALONA
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Mandaluyong City


JENNILYN D. GOLE CRUZ
Counsel for the Respondent-Applicant
141 Scout De Guia Street
Kamuning, Quezon City

GREETINGS:

Please be informed that Decision No. 2014 - 262 dated October 22, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 22, 2014.

For the Director:


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



UNITED HOME PRODUCTS, INC.,	}	IPC NO. 14-2013-00481
Opposer,	}	
	}	Opposition to:
- versus -	}	Application Serial No. 4-2013-0010632
	}	Date Filed: 05 September 2013
VAMSLER PHILIPPINES, INC.,	}	Trademark: CEDOL
Respondent-Applicant.	}	
X-----X		Decision No. 2014 - <u>262</u>

**DECISION
BASED ON COMPROMISE AGREEMENT**

UNITED HOME PRODUCTS, INC., ("Opposer") filed an opposition to Trademark Application Serial No. 4-2013-0010632. The application filed by VAMSLER PHILIPPINES, INC. ("Respondent-Applicant") covers the mark CEDOL for use on goods under Class 05. The opposition is anchored on Section 123.1 (d) of R.A. 8293 also known as the Intellectual Property Code of the Philippines ("IP Code").

Pursuant to the Regulations on Inter Partes Proceedings, this Bureau issued a Notice to Answer and served a copy thereof to Respondent-Applicant on 23 January 2014. The Respondent-Applicant did not file an Answer, however, parties filed a Joint Motion to Approve Compromise Agreement praying that this Honorable Office approve the said motion and render judgment in accordance with the attached Compromise Agreement, the pertinent portion of which reads:

"NOW THEREFORE, for and in consideration of the premises and mutual covenants herein set forth, the Parties agree to an amicable settlement of Inter Partes Case No. 14-2013-00481 under the following terms and conditions:

- "1. Upon the execution of this Agreement, VAMSLER undertakes to:
 - (a) cause the withdrawal of its Trademark Application No. 4-2013-00010632 for the mark 'CEDOL' with the Bureau of Trademarks of the IPOPhl;
 - (b) not apply in the future for the registration of the mark 'CEDOL' for any class and goods with the IPOPhl; and
 - (c) not manufacture or cause the manufacture of new stocks of the products bearing the mark 'CEDOL'.

"2. In consideration of the foregoing undertakings, UHP hereby grants VAMSLER the right to exhaust and sell its remaining stocks of the products bearing the mark 'CEDOL' for a maximum period of one (1) year, or until 2 June 2015. After such period, VAMSLER undertakes to cause the withdrawal from the market any and all of its products bearing the mark 'CEDOL', including and all materials, listings, brochures, labels, inserts, flyers, and other paraphernalia, whether in physical or electronic form bearing the mark 'CEDOL' and further undertakes not to use the mark 'CEDOL' for any purpose thereafter.

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

"4. The Parties agree to file a Joint Motion for Approval of this Agreement with the Bureau of Legal Affairs of the IPOPhl immediately upon the execution of 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 the 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 bind and inure to the benefit of each Party and its directors, officers, employees, parent corporations, subsidiaries, affiliates, predecessors, successors, licensees, agents and assigns. Further, the Parties also undertake to impose the undertaking, obligations and requirements under this Agreement upon any of their legal successors or assigns.

"7. The terms and conditions of this Agreement entered into by the Parties are not contrary to law, morals, good customs, public order or public policy.

"8. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, but if any provision of this Agreement should be held invalid or enforceable under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

"9. This Agreement is the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their

agreement with respect to the subject matter hereof. This Agreement may not be amended except by written agreement executed by both Parties.

"10. 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' Joint Motion for Judgment Based on Compromise Agreement is hereby APPROVED. Accordingly, the Compromise 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. 4-2013-0010632 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 22 October 2014.


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

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¹ Office Order No. 154 Series of 2010.