



UNITED LABORATORIES INC.,
Opposer,

-versus-

THE ROGEMSON COMPANY INC.,
Respondent- Applicant.

X-----X

}
} IPC No. 14-2014-00078
} Opposition to:
} Appln. Serial No. 4-2013-013608
} Date Filed: 13 November 2013
} TM: "BIOGENIC"
}
}
}
}
}

NOTICE OF DECISION

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GREETINGS:

Please be informed that Decision No. 2014 - 258 dated October 20, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 20, 2014.

For the Director:

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



UNITED LABORATORIES INC.,	}	IPC NO. 14-2014-00078
Opposer,	}	Opposition to:
	}	Application Serial No. 4-2013-013608
- versus -	}	Date Filed: 13 November 2013
	}	Trademark: BIOGENIC
THE ROGEMSON COMPANY INC.,	}	
Respondent-Applicant.	}	
x-----x		Decision No. 2014 - <u>258</u>

DECISION BASED ON COMPROMISE AGREEMENT

UNITED LABORATORIES INC., ("Opposer") filed on 19 February 2014 an opposition to Trademark Application Serial No. 4-2013-013608 on the ground that the Respondent-Applicant's mark is confusingly similar to the Opposer's registered trademark "BIOGENIC" which is applied for under Classes 3 and 5.

Pursuant to the Regulations on Inter Partes Proceedings, this Bureau issued a Notice to Answer and served a copy thereof to THE ROGEMSON COMPANY INC., ("Respondent-Applicant") on 05 March 2014. The Respondent-Applicant filed its Answer on 27 May 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 28 May 2014 Order No. 2014-75 referring the case to mediation.

On 22 August 2014, the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is the parties' COMPROMISE AGREEMENT, the pertinent portion of which reads:

"NOW THEREFORE, in view of the above premises and for other good and valid considerations, the Parties hereby agree as follows:

"1. ROGEMSON hereby represents and warrants that ROGEMSON's Trademark Application covers only the goods enumerated in its Application Form, namely:

- 3 ALCOHOL FOR PERSONAL CARE AND HYGIENE PURPOSES;
- 5 ALCOHOL FOR MEDICAL AND SANITARY PURPOSES; ALCOHOL-BASED PERSONAL CARE AND HYGIENE PRODUCTS, NAMELY; HAND SANITIZER GEL, LIQUID HAND SOAP WITH ALCOHOL, BATH SOAP WITH ALCOHOL, HAND SANITIZER SPRAY, HAND AND BODY LOTION.'

"2. Immediately upon the execution of this Agreement, ROGEMSON hereby undertakes to take corrective measures to ensure that the records of the Bureau of Trademarks of the IPOPHl is consistent with the foregoing.

"3. With the above clarification and subject to the faithful compliance by ROGEMSON of its undertaking set forth above, UNILAB has no objection nor opposition to ROGEMSON's Trademark Application Serial No. 4-2013-00013608 being given course, and hereby withdraws its Verified Notice of Opposition thereto docketed as IPC No. 14-2014-00078.

"4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the Parties, their respective directors, officers, employees, parent corporations, subsidiaries, affiliates, licensees, agents, assignees or successors-in-interest exclusively.

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

"6. The Parties agree to submit this Agreement to the mediator assigned to the Case for the approval by the Bureau of Legal Affairs of the IPOPHl immediately upon the execution of this Agreement.

"7. The Parties undertake to observe the terms and conditions of this Agreement in utmost good faith.

"8. 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.

"9. Each Party shall bear its respective expenses incurred in this case.

"10. 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.

"11. 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.

"12. This Agreement shall become effective and enforceable immediately

upon the execution thereof.

"13. 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.

"14. This Agreement may be signed in any number of counterparts. Any single counterpart executed by the Parties shall together constitute a full and original agreement for purposes hereof."

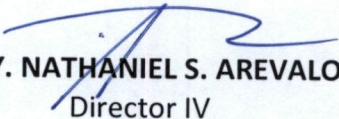
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same have been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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 (Sec. 5, Office Order No. 154, s. 2010).

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. 4-2013-013608 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 20 October 2014.


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