



DSM IP ASSETS B.V.,
Opposer,

-versus-

NOVARTIS AG,
Respondent-Applicant.

}
} IPC No. 14-2013-00250
} Opposition to:
} Appln No. 4-2012-015134
} Date filed: 14 December 2012
} TM: "ROXAZOLE"
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NOTICE OF DECISION

CESAR C. CRUZ AND PARTNERS
Counsel for the Opposer
3001 Ayala Life-FGU Center
6811 Ayala Avenue, Makati City

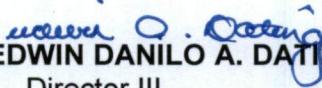
E.B. ASTUDILLO & ASSOCIATES
Counsel for Respondent-Applicant
Citibank Center, 10th Floor
8741 Paseo de Roxas, Makati City

GREETINGS:

Please be informed that Decision No. 2015 - 02 dated January 06, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, January 06, 2015.

For the Director:


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



DSM IP ASSETS B.V.,	}	IPC NO. 14-2013-00250
Opposer,	}	Opposition to:
	}	Application Serial No. 4-2012-015134
- versus -	}	Date Filed: 14 December 2012
	}	Trademark: ROXAZOLE
NOVARTIS AG.,	}	
Respondent-Applicant.	}	
X-----X		Decision No. 2015 - <u>02</u>

DECISION BASED ON COMPROMISE AGREEMENT

DSM IP ASSETS B.V., ("Opposer") filed on 12 August 2013 an opposition to Trademark Application Serial No. 4-2012-015134. The application filed by NOVARTIS AG ("Respondent-Applicant") covers the mark "**ROXAZOLE**" for use on "veterinary health preparations" under Class 5. The opposition is anchored on Section 123.1 paragraphs (d) and (f) 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 the Respondent-Applicant on 10 September 2013. The Respondent-Applicant filed its Answer on 05 December 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 09 January 2014 Order No. 2014-007 referring the case to mediation.

On 05 December 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. The parties recognize and acknowledge each other's right to use, apply for, register and maintain their trademarks 'ROXAZYME' and 'ROXAZOLE', respectively, in connection with each party's respective goods as so stipulated in this Agreement.

"2. Novartis AG hereby agrees:

2.1 To limit the use and registration of the mark covered by its Trademark Application No. 4-2012-015134 in the Philippines and its equivalent registration in Vietnam for ROXAZOLE to:

'Veterinary preparations specifically antimycotics' under Class 05;

"3. In consideration of the foregoing conditions and limitation as to the goods and use of the mark ROXAZOLE by Novartis AG, DSM IP Assets B. V. hereby agrees:

3.1 To withdraw the above-mentioned opposition;

3.2 Not to institute and/or file cancellation or opposition proceedings or otherwise object to Novartis AG's use, application and/or registration of the ROXAZOLE mark, or any substantially identical mark (such as the ROXAZOLE mark in stylized manner or the ROXAZOLE mark used in combination with a descriptive term for veterinary formulations).

"4. Hence, DSM IP Assets B. V. is hereby withdrawing its opposition to the application for registration of the mark ROXAZOLE under Application No. 4-2012-015134 filed on 14 December 2012 by Novartis AG.

"5. This Compromise Agreement shall be limited to the territories of the Philippines and Vietnam, and shall bind the Parties, their assignees or successors-in-interest exclusively.

"6. The Parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2013-00250.

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

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

"9. This Agreement will be executed in counterparts, each of which shall be deemed to be an original and which together will constitute one and the same instrument.

"10. This Agreement shall become effective and enforceable immediately upon the approval by this Honorable Office of a duly signed copy thereof."


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. 4-2012-015134 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 06 January 2015.


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

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