



UNILEVER N.V.,  
Opposer,

-versus-

VICTORY 777 HOLDING CORP.,  
Respondent-Applicant.

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IPC No. 14-2013-00385  
Opposition to:  
Application No.4-2013-00501623  
Date filed: 28 June 2013  
TM: "DOLUX"

X-----X

### NOTICE OF DECISION

#### QUISUMBING TORRES

Counsel for the Opposer  
12<sup>th</sup> Floor Net One Center  
26<sup>th</sup> Street corner 3<sup>rd</sup> Avenue  
Crescent Park West, Bonifacio Global City  
Taguig City

#### TAPALES PRODON WEE-TOE HIO & CRUZ

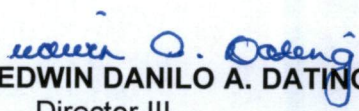
Counsel for Respondent-Applicant  
Unit LG-7 Cityland Ten Tower I  
H.V. Dela Costa corner Valero Streets  
Salcedo Village, Makati City

#### GREETINGS:

Please be informed that Decision No. 2015 - 32 dated March 13, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, March 13, 2015.

For the Director:

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





UNILEVER N. V.,	}	IPC No. 14-2013-00385
Opposer,	}	Opposition to:
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- versus -	}	Application No. 4-2013-00501623
	}	Date Filed: 28 June 2013
VICTORY 777 HOLDING CORP.,	}	
Respondent-Applicant.	}	Trademark: DOLUX
x-----x		Decision No. 2015 - <u>32</u>

### DECISION BASED ON COMPROMISE AGREEMENT

UNILEVER N. V. ("Opposer") filed a Verified Notice of Opposition to Trademark Application No. 4-2013-00501623. The application, filed by VICTORY 777 HOLDING CORPORATION ("Respondent-Applicant"), covers the mark DOLUX for use on *"laundry soap, toilet soap, germicidal soap, whitening soap, antiperspirant soap, dishwashing soap; detergents, detergent bar, detergent powder; bleaching preparations, cleaning preparations, color-removing preparations, washing preparations; laundry preparations, laundry bleach, laundry starch, laundry wax; washing powder; powder bleach, stain remover, color-brightening chemicals for laundry purposes; disinfectant, deodorizer and other substances for laundry use; fabric conditioners; fabric enhancers; fabric softeners; fabric refreshers; cleaning polishing, scouring and abrasive preparations and materials all included in class 3"* under Class 03 of the International Classification of goods.

This Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Applicant on 10 January 2014. The Respondent-Applicant filed its Verified Answer on 10 April 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 14 April 2014 Order No. 2014-054 referring the case to mediation.

On 12 March 2015, 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:

"WHEREAS, the Parties are desirous of reaching an expeditious and inexpensive settlement of this controversy, and hereby agree as follows:

"1. UNILEVER acknowledges VICTORY 777's rights in and to the DOLUX marks. Victory 777 acknowledges UNILEVER's rights in and to the LUX marks.

"2. VICTORY 777 agrees, and UNILEVER agrees thereto, to amend the DOLUX mark covered by its Application No. 4-2013-501623 in order that



it will now cover the following goods in class 3:

"Laundry soap, ~~toilet soap, germicidal soap, whitening soap, antiperspirant soap,~~ dishwashing soap; detergents, detergent bar, detergent powder; bleaching preparations, cleaning preparations, color-removing preparations, washing preparations; laundry preparations, laundry bleach, laundry starch, laundry wax; washing powder; powder bleach, stain remover, color-brightening chemicals for laundry purposes; disinfectant, deodorizer and other substances for laundry use; fabric conditioners; fabric enhancers; fabric softeners; fabric refreshers; cleaning polishing, scouring and abrasive preparations and materials, all included in class 3."

"3. In NICE class 3, VICTORY 777 undertakes to use the mark DOLUX only for the above described goods.

"4. UNILEVER agrees to remit to VICTORY 777 or its authorized representatives upon execution of this Agreement the amount of Two Hundred United States Dollars (US\$200.00) in cash to cover all fees and costs relative to the amendment of VICTORY 777's Application No. 4-2013-501623 as described in the preceding paragraph.

"5. VICTORY 777 shall, within ten (10) days from execution of this Agreement, file with the Intellectual Property Office the appropriate request for amendment of the specification of goods in class 3 for its DOLUX mark under Application No. 4-2013-501623 as described in paragraph 2 and provide a copy of the request as filed to UNILEVER or its authorized representatives.

"6. UNILEVER shall not commence any opposition, cancellation action, or any type of legal proceeding against VICTORY 777's Application No. 4-2013-501623 as amended in accordance with the preceding paragraphs, and any registration resulting therefrom, as well as any use of the mark covered therefor, or against any other application or registration for, or use of, the DOLUX or DOLUX variant marks consisting of the word DOLUX and a design or logo which does not conflict with UNILEVER's rights to the LUX mark.

"7. In case the DOLUX variant marks consist of a design or logo which, in the opinion of UNILEVER, will likely conflict with its rights to the LUX mark, UNILEVER and VICTORY 777 agree to correspond as soon as possible and resolve such matter amicably.

"8. VICTORY 777 and UNILEVER agree to jointly move for the submission of this Agreement for the approval of the Intellectual Property Office and, upon such approval, render judgment in IPC No. 14-2013-00385 based on the terms and conditions of this Agreement and dismiss IPC No. 14-2013-00385.



"9. 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 those acting under their principals' authority and that the Parties have the authority to comply with the promises, obligations, undertaking 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.

"10. This Compromise Agreement shall be binding upon and inure to the benefit of the Parties and their employees and officers and assigns or successors in the interest. The terms and conditions of this Agreement may be amended, waived or modified only by agreement in writing signed by the Parties or their respective assigns or successors interest.

"11. Except to the extent that the Parties will submit this Agreement to the Intellectual Property Office for approval, both Parties shall not disclose to any third party or publicly disseminate any information relating to the transactions or negotiations between them and/or their representatives with respect to this Agreement."

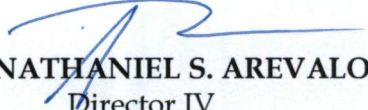
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same have been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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>

**WHEREFORE**, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant opposition is hereby **DISMISSED**. Let the filewrapper of Trademark Application No. 4-2013-00501623 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 13 March 2015.

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

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