



**BOEHRINGER INGELHEIM
INTERNATIONAL GMBH,**
Opposer,

-versus-

INTERPHIL LABORATORIES, INC.,
Respondent-Applicant.

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IPC No. 14-2014-00234
Opposition to:
Appln. Serial No. 4-2014-00004299
Date Filed: 07 April 2014
TM: "PRAXID"

X-----X

NOTICE OF DECISION
(Decision Based on Compromise Agreement)

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GREETINGS:

Please be informed that Decision No. 2015 - 212 dated October 01, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 01, 2015.

For the Director:


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



BOEHRINGER INGELHEIM INTERNATIONAL GMBH, Opposer,	}	IPC No. 14-2014-00234
	}	Opposition to:
	}	Application No. 4-2014-00004299
-versus-	}	Date Filed: 07 April 2014
	}	
INTERPHIL LABORATORIES, INC., Respondent-Applicant.	}	Trademark: PRAXID
x-----x		Decision No. 2015 - <u>212</u>

DECISION BASED ON COMPROMISE AGREEMENT

BOEHRINGER INGELHEIM INTERNATIONAL GMBH ("Opposer") filed a Verified Notice of Opposition to Trademark Application No. 4-2014-00004299. The application, filed by INTERPHIL LABORATORIES, INC. ("Respondent-Applicant"), covers the mark PRAXID for use on "*pharmaceutical preparations for human use*" 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 02 September 2014. The Respondent-Applicant filed its Verified Answer on 03 November 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 06 November 2014 Order No. 2014-168 referring the case to mediation.

On 29 September 2015, the Alternative Dispute Resolution Services ("ADRS") 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, in view of the above premises, the PARTIES hereby agree as follows:

"1. INTERPHIL undertakes to refrain from asserting rights deriving from the registration and use of its PRAXID mark against the PRAXBIND mark of BOEHRINGER;

BOEHRINGER also undertakes to refrain from asserting rights deriving from the registration and use of its PRAXBIND mark against the PRAXID mark of INTERPHIL provided the conditions as set forth in this Agreement is complied.

"2. INTERPHIL undertakes to limit the use of its PRAXID mark only to "*pharmaceutical preparations for the treatment of gastrointestinal diseases*

and disorders”.

BOEHRINGER, on the other hand, undertakes to withdraw its Opposition to Trademark Application No. 4-2014-00004299 provided that INTERPHIL will limit the registration and use of its PRAXID mark only to “pharmaceutical preparations for the treatment of gastrointestinal diseases and disorders”. BOEHRINGER also consents to the registration and use by INTERPHIL of the mark PRAXID only for pharmaceutical preparation for the treatment of gastrointestinal diseases and disorders.

Further, BOEHRINGER undertakes to refrain from using its PRAXBIND mark for any pharmaceutical product for the treatment of gastrointestinal diseases and disorders.

“3. INTERPHIL undertakes to tolerate new registration(s) made by BOEHRINGER to the mark PRAXBIND, subject to BOEHRINGER's compliance to Section 2 of this Agreement. BOEHRINGER undertakes to tolerate new registration(s) of INTERPHIL's PRAXID mark only for pharmaceutical preparations for the treatment of gastrointestinal diseases and disorders.

The PARTIES agree that any new registration(s) to their respective marks shall be limited by the following parameters:

- a) The Party seeking new registration(s) of their respective mark under this Agreement shall maintain the same letters, the same number of letters and the same sequence of the letters as depicted in this Agreement
- b) The Party seeking new registration(s) of their respective mark under this Agreement shall observe the terms and conditions of this Agreement

“4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the Parties, their affiliates, subsidiaries, assignees or successors-in-interest exclusively.

“5. The PARTIES undertake to observe the terms and conditions of this Agreement in utmost good faith.

“6. BOEHRINGER agrees to reimburse INTERPHIL for the government fees it incurred during the Mediation Conference, including extension fees, if there is any. Other expenses, including but not limited to, attorney's fees and filing fees, incurred in this case, shall be borne by each party.

“7. This Agreement shall become effective and enforceable immediately upon the approval by the IPOPHIL of a duly signed copy 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.¹

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant opposition is hereby **DISMISSED**. Let the filewrapper of Trademark Application No. 4-2014-00004299 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 01 October 2015.


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

¹ Office Order No. 154 Series of 2010.