

PEDIATRICA, INC.  
Opposer,

versus

VIDAR PHARMACEUTICALS, ENT.  
Respondent-Applicant  
X-----X

IPC No. 14—2010-00326  
Opposition to:

Appln. No. 4-2010-002836  
Date Filed: 15 March 2010

Title: MULTI-GROW VITAMIN  
SYRUP”

Decision No. 2011-72

DECISION  
BASED ON COMPROMISE AGREEMENT

PEDIATRICA INC. (“Opposer”) filed on 22 December 2010 an opposition to Application Serial No. 4-2010-002836. This Bureau issued a Notice to Answer dated 09 February 2011 and served upon a copy thereof to VIDAR PHARMACEUTICALS, ENT. (“Respondent-Applicant”) on 15 February 2011. The Respondent-Applicant filed its answer on 23 March 2011.

In compliance to Office Order No, 154, s. 2010 (“Rules of Procedure for IPO Mediation Proceedings”) and Office Order No. 197, sc. 2010 (“Mechanics for IPO Mediation Settlement Period”) issued on 01 April 2011 Order No. 20011-63 referring the case to mediation.

On 31 August 2011 the Mediation Office submitted a Mediation Report indicating a settlement by the parties of the case, Attached to the report is the parties’ COMPROMISE AGREEMENT the pertinent portions of which reads, as follows:

1. VIDAR hereby voluntarily agrees to the amendment of the trademark application for “MULTI GROW VITAMIN SYRUP” to either “KIDDIE-MULTI-GROW SYRUP, “VDR MULTI-GROW SYRUP“ or “WHIZ MULTI-GROW SYRUP”;
2. VIDAR voluntarily agrees to cease using anywhere in the Philippines any and all signages, promotional materials listings, brochures, labels, flyers, advertisement and other paraphernalia whether in physical or electronic form and promotional materials in any websites including the mark and shall no longer import, use distribute and sell in products under the trademark “MULTI GROW VITAMIN SYRUP”;
3. PEDIATRICA shall not oppose or file opposition to the registration of either “KIDDIE-MULTI-GROW SYRUP, “VDR MULTI-GROW SYRUP“ or “WHIZ MULTI-GROW SYRUP” as amendment to the pending application for “MULTI GROW VITAMIN SYRUP”;
4. Within a reasonable period after the signing of this Agreement, the Parties through their respective counsels, shall execute and file with the BLA, a joint motion for Judgment Based on Compromise Agreement;
5. The Parties shall abide by the terms and conditions of this Agreement in utmost good faith and to this end, shall not issue or make any derogatory, malicious or negative statements, announcements or press releases with respect to the other party;
6. The Parties shall not divulge or disclose any facts relating to this Agreement including its existence and its specific terms and conditions to any third parties without the written consent of the other Party, Notwithstanding the foregoing, the Parties are allowed to inform their employees and officers who have a need to know, and their respective legal counsel regarding the existence and terms of agreement;

7. Each Party shall bear its own cost and expenses incurred in carrying out each of their respective undertakings and obligations required by this Agreement;
8. The Parties acknowledge that the 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 authority to comply with the promises, obligations, as 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;
9. This Agreement shall apply to and be binding upon and inure to the benefit of the parties, their affiliates, successors and assign. The terms and conditions of the Agreement maybe amended, waived, or modified only by agreement in writing sign by the Parties or their respective assigns or successors and interest;
10. The Parties acknowledge that they have read and understood the content of this Agreement and that they have signed the same willingly, voluntarily and with full knowledge of their right and obligations.

This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the Parties with terms and condition 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,

WHEREFORE, premises considered, the parties' 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 herein. Let the filewrapper of the Trademark Application Serial No. 4-2010-002836 be returned together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 09 September 2011.