

WHY, INCORPORATED,	)	INTER PARTES CASE NO. 3632
Opposer,)	
	)	OPPOSITION TO:
)	
	)	Application Serial No. 68760
	)	Filed : July 1, 1989
	)	Applicant : Estate Clothing,
	)	Inc.
- versus -	)	Trademark : "WHY"
	)	Used on : Pants, t-shirts,
	)	polo, jackets,
	)	jeans, shirts
	)	and jogging suits
)	
	)	<u>DECISION NO. 91-15 (TM)</u>
ESTATE CLOTHING, INC.)	
Respondent-Applicant.)	)	October 21, 1991
x-----x)	

DECISION

For consideration is the COMPROMISE AGREEMENT filed by the parties through their respective Counsel on October 2, 1991, which provides, as follows to wit:

1. Why, Incorporated (Why, Inc.) has agreed as it hereby agrees, to withdraw its opposition to Application Serial No. 68760 (the "Application") in the name of Estate Clothing Inc. ("ECI") in consideration of the parties covenants herein below stated.

2. ECI agrees and hereby undertakes to amend its Application Serial No. 68760 for the mark "WHY" by excluding "SHOES" from the enumeration of the goods.

3. ECI further agrees, consents and undertakes not to use and/or register in the Philippines the mark "WHY" for any goods or class of goods other than the following:

"Goods: pants, t-shirts, polo, jackets, jeans, shirts and jogging suits in Class 25. Claims use since January 1, 1989".

4. ECI furthermore agrees and consents not to oppose or contest the registration of the trademark "WHY" in the name of ISHIHARA KOGYO KABUSHIKI KAISHA under Application Serial No. 75759 filed on April 19, 1991 for goods other than those listed in paragraph 3 above and fall under International Classes 18, 25 and 26.

5. ECI has agreed, as it hereby agrees, to refrain from registering or using a "WHY" design that is identical or confusingly similar to that previously adopted and used by WHY, INC. and its related companies and such other WHY designs that may be adopted or used by them prior to ECI.

6. ECI undertakes not to make any misrepresentation so as to lead consumers to believe that its products bearing the "WHY" trademark are in any manner associated with the products of WHY, INC. or that ECI is a licensee or in any manner associated with WHY, INC.

7. The parties shall faithfully comply with all of the above-undertakings.

8. Should either party breach or violate the terms and conditions hereof, an execution be issued ex-parte directing such party to comply strictly with the mandates hereof.

9. Each of the parties shall bear its own cost expenses incurred in connection with this opposition.

10. This Compromise Agreement shall inure to the benefits of the licensee, assignee or successors-in-interest of each of the parties.

Considering the Compromise Agreement to have been duly executed and signed by Counsels of both parties and the terms and conditions thereof to be in consonance with law, morals, good customs, public policy or public order;

WHEREFORE, this Compromise Agreement is hereby APPROVED. Consequently, Inter Partes Case No. 3632 is DISMISSED as all issues of facts and law affecting the subject trademark "WHY" have become moot and academic and Application Serial No. 68760 for the mark "WHY" shall be given due course subject to the terms and conditions of the above-compromise agreement.

Let the records of this case be forwarded to the Application, Issuance and Publications Division for proper action in accordance with this Decision. Likewise, let a copy of this Order be furnished the Trademark Examining Division for information and to update its own record.

SO ORDERED.

IGNACIO S. SAPALO
Director