

JOSEPH ANTHONY CHAN SOI FO

Opposer,  
- versus -

MULSON'S TRADING

Respondent-Applicant.

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IPC 14-2010-00034

Opposition to:  
TM Application No. 4-2004-001455  
(Filing Date: February 17, 2004)

TM: "NIPPON JAPAN & DEVICE"

Decision No. 2012-14

JUDGMENT  
BASED ON COMPROMISE AGREEMENT

For the Bureau's consideration is the parties' Joint Motion For Judgment Based on Compromise Agreement filed on May 24, 2007.

The Compromise Agreement executed by and between Opposer, JOSEPH ANTHONY CHAN SOI FO, and Respondent-Applicant MULSON'S TRADING provides, to wit:

1. The Parties have decided that the best and most practical way to terminate this case is to arrive at an amicable settlement with such terms and conditions acceptable to both parties;
2. Respondent-Applicant agrees to assign its Application Serial No. 4-2004-001455 to Opposer, who hereby accepts the same, and they hereby agree to sign, as in fact, they have signed the attached Assignment of Application for Registration of Trademark;
3. In turn, Opposer hereby grants to Respondent-Applicant a non exclusive license and right to use the trademark NIPPON JAPAN & DEVICE, without obligation to pay any royalty and for as long as Opposer's registration shall continue to be in full force and effect, on the following goods only, namely:
  - a) CD Player;
  - b) DVD Player;
  - c) Stereo Component, and
  - d) Television
4. The above license shall be duly annotated on the certificate of registration to be issued in favour of Opposer;
5. The Parties shall bear separately their respective expenses for attorney's fees, except that the recordal expenses of the Assignment will be borne by the Opposer.

WHEREFORE, finding the parties' Compromise Agreement to have been duly executed and signed by the parties and the terms and conditions thereof to be in consonance with law, morals, good customs, public policy or public order, the same is as it is hereby APPROVED. Accordingly, Application Ser. No. 4-2004-001455 filed by Respondent-Applicant MULSON'S TRADING on February 17, 2004 for the Trademark "NIPPON JAPAN AND DEVICE" duly assigned to Opposer, Joseph Anthony Chan Soi Fo, is GIVEN DUE COURSE, subjected to the terms and conditions of the Compromise Agreement. Consequently, the parties are hereby enjoined to faithfully comply with the terms and conditions of the Compromise Agreement, failure of which shall be cause for the erring party to be cited for indirect contempt after proper charge and hearing.

Let the filewrapper of the trademark "NIPPON JAPAN & DEVICE" subject matter under consideration together with a copy of this Decision be forwarded to the Bureau of Trademarks (BOT) for appropriate action.

SO ORDERED.

Makati City, 30 May 2007.

ESTRELLITA BELTRAN-ABELARDO  
Director, Bureau of Legal Affairs