



SOREL CORPORATION,
Opposer,

-versus-

KYLIE S. UY,
Respondent-Applicant.

X-----X

} **IPC No. 14-2011-00335**
} Opposition to:
} Appln. Serial No. 4-2010-011027
} Date filed: 07 October 2010
} **TM: "GALS & DEVICE"**

NOTICE OF DECISION

BETITA SARMIENTO

Counsel for Opposer
Suite 1104, Page One Building
1215 Acacia Avenue, Madrigal Business Park
Ayala Alabang, Muntinlupa City

ESTURAS LAW OFFICE

Counsel for the Respondent-Applicant
Unit 205, Puso ng Maynila Building
United Nations Avenue cor. Mabini Street
Ermita, Manila

GREETINGS:

Please be informed that Decision No. 2013 - 13 dated January 24, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, January 24, 2013.

For the Director:

Atty. PAUST U. SAPAK
Hearing Officer
Bureau of Legal Affairs



SOREL CORPORATION,	}	IPC No. 14-2011-00335
Opposer,	}	
	}	Opposition to:
- versus -	}	Appln. Serial No. 4-2010-011027
	}	Date Filed: 07 October 2010
KYLIE S. UY,	}	Trademark: GALS AND DEVICE
Respondent-Applicant.	}	
x-----x		Decision No. 2013- <u>13</u>

**DECISION
BASED ON COMPROMISE AGREEMENT**

SOREL CORPORATION ("Opposer"), filed on 26 September 2011 an opposition to Trademark Application Serial No. 4-2010-011027. The application filed by KYLIE S. UY ("Respondent-Applicant") covers the mark GALS AND DEVICE for use on goods under Class 25. The opposition is anchored on Section 123 of Republic Act No. 8293 otherwise known as The Intellectual Property Code of the Philippines.

The Respondent-Applicant filed its Answer on 25 October 2011 refuting the material allegations of the Opposer.

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 and Settlement Period*"), this Bureau issued on 17 November 2011 Order No. 2011-322 referring the case to mediation.

On 14 February 2012, this Bureau received a "MEDIATOR'S REPORT" indicating the successful mediation of the instant case. Attached to the report is the parties' COMPROMISE AGREEMENT submitted to this Bureau for approval. The Agreement states, among other things:

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

"1. Respondent acknowledges Opposer's rights in and to the Sorel Bear design together with all of the goodwill associated therewith;

"2. Respondent agrees and undertakes to desist from using, registering or seeking to register, and/or claiming or asserting any right to own, to use or register the Sorel Bear design trademark or variants thereof in relation to any goods or services;

"3. Respondent shall not commence any opposition, cancellation action, or

any type of legal proceedings against any trademark application or registration that Opposer may decide to file for the Sorel Bear design trademark;

"4. Respondent agrees, and Opposer agrees thereto, to amend the trademark covered by its Application No. 4-2010-011027 in order that it will now be depicted in the manner shown below:



"5. Respondent undertakes to perpetually desist from using or seeking the registration of the mark originally applied for registration under Application No. 4-2010-011027;

"6. Opposer agrees to remit to the Respondent the amount of US\$400 to cover the costs for the amendment of the Respondent's Application No. 4-2010-011027; For the avoidance of doubt, Respondent shall bear any additional costs in excess of US\$400;

"7. Opposer shall not commence any opposition, cancellation action, or any type of legal proceeding against Respondent's Application No. 4-2010-011027 as amended in accordance with the preceding paragraph, and any registration resulting therefrom, or any other application or registration covering the trademark shown in the preceding paragraph;

"8. This Compromise Agreement shall bind the Parties throughout the world;

"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 finds that the Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good custom, public order or public policy.

In this regard, this Bureau takes judicial notice of its records showing among other things, Inter Partes Case No. 14-2011-00334, which is also an opposition to the subject trademark application.

WHEREFORE, premises considered, the submitted Compromise Agreement is hereby **APPROVED** without prejudice to the resolution of Inter Partes Case No. 14-2011-00334. Let the filewrapper of the subject trademark application be returned, together with a copy of this Decision, to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 24 January 2013.


ATTY. NATHANIEL S. AREVALO
Director IV
Bureau of Legal Affairs