



THE PROCTER & GAMBLE COMPANY,
Petitioner,

-versus-

INNOVITELLE, INC.,
Respondent-Registrant.

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IPC No. 14-2012-00540
Petition for Cancellation:
Registration No. 4-2009-001623
Date Issued: 20 March 2011
TM: "PAMPER ME COOL"

X-----X

NOTICE OF DECISION

QUISUMBING TORRES
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GREETINGS:

Please be informed that Decision No. 2013 - 193 dated October 09, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 09, 2013.

For the Director:


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



THE PROCTER & GAMBLE COMPANY,	}	IPC No. 14-2012-00540
Petitioner,	}	Petition for Cancellation:
	}	
- versus -	}	Registration No. 4-2009-001623
	}	Date Issued: 20 March 2011
	}	
INNOVITELLE, INC.,	}	Trademark: PAMPER ME COOL
Respondent-Registrant.	}	
x-----x		Decision No. 2013 - <u>193</u>

DECISION BASED ON COMPROMISE AGREEMENT

THE PROCTER & GAMBLE COMPANY ("Petitioner") filed on 26 November 2012 a petition for cancellation of Trademark Registration No. 4-2009-001623. The registration, issued to INNOVITELLE, INC. ("Respondent-Registrant"), covers the mark PAMPER ME COOL for use on goods under Class 3 of the International Classification of goods.

This Bureau issued a Notice to Answer dated 10 January 2013 and served a copy thereof to Respondent-Registrant on 16 January 2013. The Respondent-Registrant filed its Answer on 16 April 2013.

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 23 April 2013 Order No. 2013-101 referring the case to mediation.

On 24 September 2013, the ADR Services of this Bureau submitted a Mediation Report submitting the original copy of the parties' Compromise Agreement. The pertinent portions of the Compromise Agreement reads, as follows:

"NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

"1. INNOVITELLE hereby undertakes the following:

1.1. It will restrict the use and registration of the trademark PAMPER ME COOL to "*baby care products namely, powder, shampoo, lotion, cologne, bath soap, ~~wipes~~*";

1.2. It will always use the mark PAMPER ME COOL on one line, without using the word PAMPER prominently from the other words comprising the mark PAMPER ME COOL; and

1.3. It will never use the word PAMPER alone.

"2. In consideration of INNOVITELLE's foregoing undertakings, P&G will no longer pursue the cancellation case against the former's Trademark Registration No. 4-2009-001623 for PAMPER ME COOL covering Class 3 goods.

"3. This Agreement shall bind the Parties, their affiliates, employees, agents, assignees, and/or successors-in-interest exclusively. 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 assignees or successors-in-interest.

"4. The Parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2012-00540.

"5. Each Party shall bear its own costs and expenses incurred in the opposition case and in carrying out each of their respective undertakings and obligations required by this Agreement.

"6. The Parties undertake to observe the terms and conditions of this Agreement in utmost good faith.

"7. The Parties hereto acknowledge that they have executed this Agreement voluntarily with full knowledge of the consequence under the law.

"8. This Agreement shall be interpreted and construed exclusively under Philippine laws."

This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, goods 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 instant opposition case is hereby **DISMISSED**. Let the filewrapper of Trademark Registration No. 4-2009-001623 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 09 October 2013.


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