



UNITED LABORATORIES, INC.,  
Opposer,

-versus-

BEAVERTON MAGUIRE, INC.,  
Respondent- Applicant.

}  
} IPC No. 14-2013-00237  
} Opposition to:  
} Appln. Serial No. 4-2012-003910  
} Date Filed: 28 March 2012  
} TM: "1 UNITED THE TEAM STORE"

X-----X

### NOTICE OF DECISION

**OCHAVE & ESCALONA**  
Counsel for the Opposer  
No. 66 United Street  
Mandaluyong City


**ATTY. MARICRIS C. ANG-CARLOS**  
Counsel for Respondent-Applicant  
2<sup>nd</sup> Floor, U2 Bldg., MacArthur Highway  
Dolores, San Fernando  
Pampanga 2000

#### GREETINGS:

Please be informed that Decision No. 2013 - 181 dated September 19, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 19, 2013.

For the Director:

  
**ATTY. EDWIN DANILO A. DATING**  
Director III  
Bureau of Legal Affairs



UNITED LABORATORIES, INC.,	}	IPC No. 14-2013-00237
Opposer,	}	Opposition to:
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- versus -	}	Appln. Serial No. 4-2012-003910
	}	Date Filed: 28 March 2012
BEAVERTON MAGUIRE, INC.,	}	Trademark: 1 UNITED THE TEAM
Respondent-Applicant.	}	STORE
x-----x	x	Decision No. 2013 - <u>181</u>

**DECISION BASED ON  
COMPROMISE AGREEMENT**

UNITED LABORATORIES, INC. ("Opposer") and BEAVERTON MAGUIRE, INC. ("Respondent-Applicant") filed on 13 September 2013 a Joint Motion to Approve Compromise Agreement.

The Joint Motion to Approve Compromise Agreement states that the parties have reconciled their differences and, in order to reach a peaceful resolution, agreed to an amicable settlement of the instant case. The pertinent portions of the Compromise Agreement reads:

"1. BMI undertakes to limit the use of the mark "1 UNITED THE TEAM STORE" specifically only for "For Wholesale and Retail Trade Stores". In this regard, BMI undertakes to cause the amendment of its Trademark Application No. 4-2012-003910 with the Bureau of Trademarks to reflect such services.

"2. UNILAB agrees, however, that the above limitation on the use of the mark "1 UNITED THE TEAM STORE" of BMI shall not apply in the event of a "Co-Branding" between BMI and its customer. In such event, the mark "1 UNITED THE TEAM STORE" may appear as co-brand per its customer's request on the apparel for the sole purpose of indicating only that the apparel was manufactured and/or customized by BMI.

For avoidance of doubt, the coverage on the limitation of use of the mark is limited only to the mark "1 UNITED THE TEAM STORE". If BMI uses a different mark under Class 25 on apparel and footwear, which does not use or contain the word "UNITED", the limitation stated above shall not apply, without prejudice to the rights of UNILAB to oppose such mark on the basis of other trademarks it owned.

"3. In the same manner, UNILAB undertakes not to use the mark "RUN UNITED" for wholesale and retail stores.

"4. In consideration of the foregoing undertakings by BMI, UNILAB agrees to withdraw its opposition to Trademark Application No. 4-2012-003910 filed by BMI or the mark "1 UNITED THE TEAM STORE" and to cause the termination of IPC No. 14-2013-00237.

"5. This Agreement shall be valid for a period of ten (10) years from the date of last signature of the Parties.

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

"7. 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 that the Parties have the authority to comply with the undertakings 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.

"8. The Parties acknowledge that they have read and understood the contents of this Agreement and that they have signed the same willingly, voluntarily and with full knowledge of their rights and obligations.

"9. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Such executed counterparts may be delivered electronically or by facsimile which, upon transmission to the other party, shall have the same force and effect as delivery of the original signed counterpart."

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 filer wrapper of Trademark Application Serial No. 4-2012-003910 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 19 September 2013.

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