



**VICE MEDIA CANADA INC.,**  
Opposer,

-versus-

**ULTIRO VENTURES INC.,**  
Respondent- Applicant.

X-----X

} **IPC No. 14-2012-00514**  
} Opposition to:  
} Appln. Serial No. 4-2011-010078  
} Date Filed: 24 August 2011  
} **TM: "VICE INK BANNER LOGO"**

### NOTICE OF DECISION

**BENGZON NEGRE UNTALAN**

Counsel for the Opposer  
2<sup>nd</sup> Floor, SEDCCO Building  
Rada corner Legaspi Streets  
Legaspi Village, Makati City

**JNO DE LEON & ASSOCIATES, Attorneys-at-Law**

Counsel for Respondent-Applicant  
4<sup>th</sup> Floor MG Building 150 Amorsolo Street  
Legaspi Village, Makati City

**GREETINGS:**

Please be informed that Decision No. 2013 - 178 dated September 04, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 04, 2013.

For the Director:

**ATTY. PAUSI U. SAPAK**  
Bureau of Legal Affairs



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Decision No. 2013- 178

### **Decision Based on Compromise Agreement**

**VICE MEDIA INC.**, ("Opposer") filed on 14 December 2012 an opposition to Trademark Application Serial No. 4-2011-010078. The application filed by **ULTIRO VENTURES INC.**, ("Respondent-Applicant") covers the mark **"VICE INK BANNER LOGO"** for use on goods under Class 25 and 41.

This Bureau issued a Notice to Answer dated 31 January 2013 and served a copy thereof upon the Respondent-Applicant on 08 February 2013. The Respondent-Applicant filed his Answer on 08 May 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 and Settlement Period"*), this Bureau issued on 03 May 2013 Order No. 2013-124 referring the case to mediation.

On 22 August 2013, a Compromise Agreement duly signed by the parties was submitted for the approval of this Bureau. The pertinent portion of the COMPROMISE AGREEMENT reads, as follows:

"1. ULTIRO represents that the trademark applications for "VICE INK BANNER LOGO" and "VICE INK SKULL LOGO" are the only applications owned by ULTIRO, at present, in the Philippines and anywhere else in the world for marks that contain or comprise the term VICE, and further represents that ULTIRO, at present, owns no other trademark filings or registrations in the Philippines and anywhere else in the world for marks that comprise or contain the term VICE.

"2. Within ten (10) business days from the execution of this Agreement, ULTIRO will file with the BOT, with copy furnished to the BLA, a request to amend Application No. 4-2011-014376 covering the "VICE INK SKULL LOGO" –

- (a) to reflect the words "VICE" and "INK" as appearing together/alongside each other in one line, all the words being in the same size of characters and not one of said terms on top of the other; and
- (b) to decrease the size of the banner containing the words "VICE INK", to 68% of the size of the "VICE INK" words in the original Application No. 4-2011-014376.

For avoidance of doubt, the amended "VICE INK SKULL LOGO" shall the following:



(hereinafter the "Amended VICE INK SKULL LOGO")

"3. In the event the amendment pursuant to Paragraph 2 is not approved and made effective by the BOT, ULTIRO will withdraw Application No. 4-2011-014376 immediately upon notice of the ineffective amendment and, if ULTIRO wishes, file a new application for the "VICE INK SKULL LOGO" which is in accordance with the requirements of Paragraph 2 of this Agreement (hereinafter, "ULTIRO's New Application") which consequently will not be opposed by VICE MEDIA.

"4. Within ten (10) business days from the execution of this Agreement, ULTIRO will file with the BOT, with copy furnished to the BLA, a withdrawal of Application No. 4-2011-010078 covering the "VICE INK BANNER LOGO".

"5. ULTIRO hereby undertakes never to use/or register or attempt to register the "VICE INK BANNER LOGO" and the original "VICE INK SKULL LOGO". The foregoing notwithstanding, the Parties acknowledge that the "VICE INK BANNER LOGO" was used during the first airings of ULTIRO's television show which aired in the Philippines in 2011 which are also available on YouTube. Parties agree that such past use of the "VICE INK BANNER LOGO" which ULTIRO has no control over is excluded from ULTIRO's undertaking herein.

"6. Upon submission to VICE MEDIA's above-identified Philippine Legal Counsel of proof of filing and approval of the Amended VICE INK SKULL LOGO by the BOT, VICE MEDIA, through its said Philippine Legal Counsel, will withdraw the Opposition filed in IPC No. 14-2012-00379 for the "VICE INK SKULL LOGO". In the event the amendment pursuant to

Paragraph 2 is not approved and made effective by the BOT, ULTIRO will instead file with the BOT, with copy furnished to the BLA, a withdrawal of Application No. 4-2011-014376, without prejudice to the filing of ULTIRO's New Application.

"7. The Parties shall abide by the terms and conditions of this Agreement in utmost good faith and, to this end, shall not issue, state or make any derogatory, malicious or negative statements, announcements or press releases with respect to the other Party.

"8. The Parties shall not divulge or disclose any facts relating to this Agreement, including its existence and its specific terms and conditions, to any third parties without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties are allowed to inform their employees and officers who have a need to know, and their respective legal counsels, regarding the existence and terms of the Agreement.


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

"10. This Agreement sets forth the entire agreement between the Parties, there being no other oral or written terms hereof. No agreement amending, superseding or terminating this Agreement or any provisions hereof shall be valid unless in writing and signed by both Parties. No waiver or breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions.

"11. The Parties warrant and represent 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 promises, obligations, undertaking and acknowledgements 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.

"12. This Agreement shall be binding upon and inure to the benefit of the Parties, their affiliates, successors and assigns.

"13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.



This Bureau finds that the Compromise 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, 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. (Sec. 5, Office Order No. 154, s. 2010)

**WHEREFORE**, premises considered, the parties' COMPROMISE AGREEMENT is hereby **APPROVED**. Accordingly, with the approved COMPROMISE AGREEMENT having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

**SO ORDERED.**

Taguig City, 04 September 2013.



**ATTY. NATHANIEL S. AREVALO**

Director IV  
Bureau of Legal Affairs