

SANOFI,  
Opposer,

-versus-

AMBICA INTERNATIONAL TRADING  
CORPORATION,  
Respondent- Applicant.

x-----x

IPC No. 14-2014-00397

Opposition to:

Appln. Serial No. 4-2014-00004139

Date Filed: 03 April 2014

TM: "LIPEWIN"

**NOTICE OF DECISION**  
**{DECISION BASED ON COMPROMISE AGREEMENT}**

**CESAR C. CRUZ & PARTNERS**

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6811 Ayala Avenue, Makati City

**GENER CABOTAJE SANSJET**

Counsel for Respondent-Applicant  
West Tower 2005-A, PSE Centre, Exchange Road  
Ortigas Center, Pasig City

**GREETINGS:**

Please be informed that Decision No. 2017 - 316 dated August 22, 2017 (copy enclosed) was promulgated in the above entitled case.

Taguig City, August 23, 2017.

  
**MARILYN F. RETUTAL**  
IPRS IV  
Bureau of Legal Affairs

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AMBICA INTERNATIONAL  
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} IPC No. **14-2014-00397**

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} Date Filed: 03 April 2014  
} TM: **LIPEWIN**

} Decision No. 2017 - 316

## DECISION BASED ON COMPROMISE AGREEMENT

SANOFI<sup>1</sup> ("Opposer") filed a verified Notice of Opposition to Trademark Application No. 4-2014-00004139. The application, filed by **AMBICA INTERNATIONAL TRADING CORPORATION**<sup>2</sup> ("Respondent-Applicant"), covers the mark **LIPEWIN** for goods in Class 5 of International Classification of Goods.<sup>3</sup>

The Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Applicant on 15 December 2014. The Respondent-Applicant filed a Verified Answer on 02 March 2015.

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 10 March 2017 Order No. 2017-056 referring the case to mediation.

On 03 August 2017, the Alternative Dispute Resolution Services ("ADRS") of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is a copy of the parties' Compromise Agreement, the pertinent portions of which read, 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:

<sup>1</sup> A corporation organized and existing under the laws of France with address at 54 Rue de la Boetie, Paris, France

<sup>2</sup> A domestic corporation with address at #9 Amsterdam Extension, Merville Park Subdivision, Parañaque City.

<sup>3</sup> The Nice Classification is a classification of goods and services for the purpose of registering trademarks and service marks based on a multilateral treaty administered by the World Intellectual Property Organization. This treaty is called the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of Registration of Marks concluded in 1957.



1. AMBICA hereby undertakes the following:

1.1. AMBICA will cause the amendment and limit the specification of the description of goods covered by Trademark Application No. 4-2014- 004139 for the mark 'LIPEWIN' to 'Pharmaceutical preparations for the prevention and treatment of hypertensive diseases' within 7 days of the Effective Date of this Agreement.

1.2. AMBICA shall not register the mark "LIPEWIN" for any other purpose and specification of goods other than the specification of goods stated in clause 1.1.

2. In consideration of AMBICA's foregoing undertaking, SANOFI hereby undertakes the following:

2.1. SANOFI will withdraw the Opposition to AMBICA's Trademark Application No. 4- 2014-004139 for 'LIPEWIN', docketed as Inter Partes Case No. 14-2014-00397 within 5 days after receipt of the copy of AMBICA's request to IPO per clause 1.1 here above.

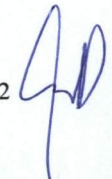
3. This Agreement shall bind the Parties, their affiliates, employees, agents, assignees, and/or successors-in-interest. The terms and conditions of this Agreement may be amended, waived, or modified only by another agreement in writing signed by the Parties or their respective assignees or successors-in-interest.

4. The Parties hereby release, waive, and discharge any and all claims or causes of action against each other, their affiliates, employees, agents, assignees, and/or successors-in-interest, in connection with any of the matters raised in Inter Partes Case No. 14-2014- 00397.

5. No default by either Party in the performance of its obligations under this Agreement shall be waived or discharged, except with the express written consent of the other Party. No waiver by either Party of any default by the other in the performance of its obligations under this Agreement shall operate or be construed as a waiver.

6. Each Party shall bear its own costs in performing its respective obligations under this Agreement.

7. The Parties undertake to observe the terms and conditions of this Agreement in utmost good faith and to keep the same in utmost confidence. The Parties shall not issue or make any derogatory, malicious, or adverse statements and press releases with respect to the other Party in connection with Inter Partes Case No. 14-2014-00397.

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8. The Parties acknowledge that they have executed this Agreement voluntarily, with full knowledge of its consequences under the law.

9. The Parties acknowledge that their respective signatories have full authority to 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.

10. This Agreement shall be executed in counterparts.

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


This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same have been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good 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 Rules of Court.<sup>4</sup>

**WHEREFORE**, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Let the filewrapper of Trademark Application No. 4-2014-00004139 be returned, together with a copy of this Decision, to the Bureau of Trademarks for appropriate action.

**SO ORDERED.**

Taguig City, 22 AUG 2017.

  
**MARLITA V. DAGOSA**  
Adjudication Officer  
Bureau of Legal Affairs

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<sup>4</sup> Office Order No. 154 Series of 2010