

GUIDELINES FOR EXAMINATION

EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE (EUIPO)

PART E

REGISTER OPERATIONS

SECTION 3

EUTMs AND RCDs AS OBJECTS OF PROPERTY

CHAPTER 2

LICENCES, RIGHTS IN REM, LEVIES OF EXECUTION, INSOLVENCY PROCEEDINGS OR SIMILAR PROCEEDINGS

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1 Introduction

Articles 19 to 29 EUTMR
Articles 27 to 34 CDR
Articles 23 to 26 CDIR
Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings

Both registered European Union trade marks (EUTMs) and EUTM applications may be the subject of licensing contracts (licences), rights *in rem* or levies of execution, or be affected by insolvency or similar proceedings. Unless otherwise provided, the practice applicable to EUTMs is also applicable to EUTM applications.

Both registered Community designs (RCDs) and applications for an RCD may be the subject of licences, rights *in rem* or levies of execution, or be affected by insolvency or similar proceedings.

The provisions in the CDR and CDIR dealing with design licences, rights *in rem* concerning designs, levies of execution concerning designs, and insolvency and similar proceedings concerning designs are almost identical to the corresponding provisions of the EUTMR and EUTMIR respectively. **Therefore, the following applies *mutatis mutandis* to RCDs. Exceptions and specific provisions for RCDs are detailed in paragraph 8 below.** Specific procedures for international trade marks are laid down in paragraph 9 below.

This section of the Guidelines deals with the procedures for registering, cancelling or modifying licences, rights *in rem*, levies of execution and insolvency proceedings or similar proceedings.

1.1 Definition of licence contracts

A trade mark licence is a contract by virtue of which the proprietor of a trade mark (the licensor), whilst retaining ownership, authorises a third person (the licensee) to use the trade mark in the course of trade, under the terms and conditions set out in the contract.

A licence refers to a situation where the rights of the licensee to use the EUTM arise from a contractual relationship with the proprietor. The proprietor's consent to, or tolerance of, a third party using the trade mark does not amount to a licence.

1.2 Definition of rights *in rem*

A right *in rem* or 'real right' is a limited property right that is an absolute right. Rights *in rem* refer to a legal action directed towards property, rather than towards a particular person, allowing the owner of the right the opportunity to recover, possess or enjoy a specific object. These rights may apply to trade marks or designs. They may consist, inter alia, in use rights, usufruct or pledges. '*In rem*' is different from '*in personam*', which means directed toward a particular person.

The most common rights *in rem* for trade marks or designs are pledges or securities. They secure the repayment of a debt of the proprietor of the trade mark or design (i.e. the debtor) in such a way that, where the proprietor cannot repay the debt, the creditor

(i.e. the owner of the pledge or security) may receive repayment of the debt by, for example, selling the trade mark or design.

There are two types of right *in rem* for which the applicant can request entry in the EUTM Register:

- rights *in rem* that serve the purpose of guaranteeing securities (pledge, charge, etc.);
- rights *in rem* that do not serve as a guarantee (usufruct).

1.3 Definition of levies of execution

A levy of execution is the act by which a court officer appropriates a debtor's property following a judgment of possession obtained by a plaintiff from a court. In this way, a creditor can recover its claim from all the property of the debtor, including from its trade mark rights.

1.4 Definition of insolvency proceedings or similar proceedings

For the purposes of these Guidelines, 'insolvency proceedings' are understood to be the collective proceedings that entail the partial or total divestment of a debtor and the appointment of a liquidator. They may include winding up by, or under the supervision of, a court, creditors' voluntary winding up (with confirmation by the court), administration, voluntary arrangements under insolvency legislation and bankruptcy or sequestration. 'Liquidator' is understood as any person or body whose function is to administer or liquidate assets of which the debtor has been divested or to supervise the administration of their affairs, and may include liquidators, supervisors of a voluntary arrangement, administrators, official receivers, trustees and judicial factors. 'Court' is understood to be the judicial body or any other competent body of a Member State empowered to open insolvency proceedings or to take decisions in the course of such proceedings. 'Judgment', in relation to the opening of insolvency proceedings or the appointment of a liquidator, is understood to include the decision of any court empowered to open such proceedings or to appoint a liquidator (for terminology in other territories, see Regulation (EU) 2015/848 on insolvency proceedings).

1.5 Applicable law

Article 19 EUTMR Article 27 CDR

The EUTMR does not establish unified and complete provisions applicable to **licences**, **rights *in rem*** or **levies of execution** for EUTMs or EUTM applications. Instead, Article 19 EUTMR refers to the law of a Member State regarding the acquisition, validity and effects of the EUTM as an object of property, and regarding the procedure for levies of execution. To this end, a licence, a right *in rem* or a levy of execution for an EUTM is, in its entirety and for the whole territory of the European Union, assimilated to a licence, to a right *in rem*, or to a levy of execution for a trade mark registered in the Member State in which the EUTM proprietor has its seat or domicile. If the proprietor does not have a seat or domicile in a Member State, the licence, right *in rem* or levy of execution for an EUTM will be dealt with as a licence, right *in rem* or levy of execution

for a trade mark registered in the Member State in which the proprietor has an establishment. If the proprietor does not have an establishment in a Member State, the licence, right *in rem* or levy of execution for an EUTM will be dealt with as a licence, right *in rem* or levy of execution for a trade mark registered in Spain (Member State in which the Office has its seat).

This, however, applies only to the extent that Articles 20 to 28 EUTMR do not provide otherwise.

Article 19 EUTMR is limited to the effects of a licence or right *in rem* as an object of property and does not extend to contract law. Article 19 EUTMR does not govern the applicable law or the validity of a licensing contract or right *in rem* contract, which means that the freedom of the contracting parties to submit the licensing contract or the right *in rem* contract to a given national law is not affected by the EUTMR.

Article 21(1) EUTMR Article 31(1) CDIR Article 3(1) of Regulation (EU) 2015/848 on insolvency proceedings

Furthermore, these Guidelines serve to explain the procedure before the Office for registering the opening, modification or closure of **insolvency proceedings** or **similar proceedings**. In accordance with Article 19 EUTMR, all other provisions are covered by national law. Moreover, Regulation (EU) 2015/848 on insolvency proceedings regulates the provisions on jurisdiction, recognition and applicable law in the area of insolvency proceedings.

The regulations specifically state that an EUTM may only be involved in insolvency proceedings opened in the Member State in the territory of which the debtor has its centre of main interests. The only exception is when the debtor is an insurance undertaking or credit institution, in which case the EUTM may only be involved in those proceedings opened in the Member State where that undertaking or institution has been authorised. The 'centre of main interests' should correspond to the place where the debtor conducts the administration of its interests on a regular basis and is, therefore, ascertainable by third parties.

1.6 Advantages of registration

Article 27 and Article 57(3) EUTMR Article 33 and Article 51(4) CDR Article 27(2) CDIR
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Entry in the EUTM Register of a licence agreement, a right *in rem*, a levy of execution, or the opening, modification and closure of insolvency proceedings is not compulsory. However, such registration has particular advantages.

- a) In view of the provision of Article 27(1) and (3) EUTMR, vis-à-vis third parties who might have acquired, or have entered in the EUTM Register, rights in the trade mark that are incompatible with the **registered licence, right *in rem* or levy of execution**, the licensee, pledgee or beneficiary respectively may avail itself of the rights conferred by this licence, right *in rem* or levy of execution only:
 - if it was entered in the EUTM Register;

or

- if the third party acquired its rights after the date of any legal acts such as those referred to in Articles 20, 22, 23, 25 and 26 EUTMR (a transfer, a right *in rem*, a levy of execution, or a previous licence), knowing of the existence of the licence, right *in rem* or levy of execution.

In view of Article 27(4) EUTMR, vis-à-vis third parties that might have acquired or have entered in the EUTM Register rights in the trade mark that are incompatible with the **registered insolvency**, the effects will be governed by the law of the Member State in which such proceedings are first brought within the meaning of national law or of conventions applicable in this field.

- b) Where a **licence or a right *in rem*** for an EUTM is entered in the EUTM Register, the surrender or partial surrender of that mark by its proprietor will only be entered in the EUTM Register if the proprietor establishes that it has informed the licensee or pledgee respectively of its intention to surrender.

The holder of a licence or the pledgee of a right *in rem* that is registered has, therefore, the right to be informed in advance by the proprietor of the trade mark of its intention to surrender the trade mark.

On entry in the EUTM Register of **insolvency proceedings or a levy of execution** against an EUTM, the proprietor loses its right to act and, therefore, may not perform any actions before the Office (such as withdraw, surrender, transfer, act in *inter partes* proceedings).

- c) Where a **licence, right *in rem*, levy of execution, or insolvency proceedings** for, or against, an EUTM is entered in the EUTM Register, the Office will notify the licensee, pledgee, beneficiary or liquidator, respectively, of the approaching expiry of the registration at least 6 months beforehand.
- d) Registering **licences, rights *in rem*, levies of execution and insolvency proceedings** (and their modification and/or cancellation, where applicable) is important for maintaining the veracity of the EUTM Register, particularly in the event of *inter partes* proceedings.

However,

- a) when a party to proceedings before the Office has to prove use of an EUTM, if such use has been made by a licensee, it is not necessary for the **licence** to have been entered in the EUTM Register for that use to be considered to be use with the proprietor's consent pursuant to Article 18(2) EUTMR;
- b) registration is not a condition for considering the use of a trade mark by a pledgee under the terms of the **right *in rem*** contract to have been made with the consent of the proprietor pursuant to Article 18(2) EUTMR;
- c) the Office strongly recommends that liquidators duly inform the Office of the withdrawal, surrender or transfer of EUTMs subject to **insolvency proceedings** prior to the final winding up.

2 Requirements for an Application for Registration of a Licence, Right *in Rem*, Levy of Execution, and Insolvency Proceedings

Articles 22(2), 23(3), 24(3) and 25(5), Article 26 and Article 111(3) EUTMR
Articles 29(2), 30(3), 31(3) and 32(5) CDR
Articles 24 and 25 CDIR

The application for registration of a licence, a right *in rem*, a levy of execution, or insolvency proceedings must comply with the following conditions.

2.1 Application form

Article 146(6) EUTMR
Article 65(1)(f) EUTMDR
Article 68(1)(d) and Article 80 CDIR

It is strongly recommended that the application for registration of a licence, a right *in rem*, a levy of execution or insolvency proceedings for an EUTM be submitted electronically via the Office's website (e-recordals). Using e-recordals has advantages, such as the automatic receipt of electronic confirmation of the application and the possibility to use the manager feature to complete the form quickly for as many EUTMs as required.

Articles 20(8) and 26(1) EUTMR
Articles 23(6) and 24(1) CDIR

A single application for the registration of a **licence** for two or more EUTMs may be made only if the registered proprietor and the licensee are the same and the contracts have the same conditions, limitations and terms in each case (see paragraph 2.5 below).

A single application for the registration of a **right *in rem* or a levy of execution** for two or more registered EUTMs may be submitted only if the registered proprietor and beneficiary are the same in each case.

2.2 Languages

Article 146(6)(a) EUTMR
Article 80(a) CDIR

The application for the registration of a licence, a right *in rem*, a levy of execution, or insolvency proceedings for an EUTM application must be made in the first or second language of the EUTM application.

Article 146(6)(b) EUTMR
Article 80(c) CDIR

The application for the registration of a licence, a right *in rem*, a levy of execution, or insolvency proceedings for an EUTM must be submitted in one of the five languages of the Office, namely, English, French, German, Italian or Spanish.

However, when the application for the registration of a licence, a right *in rem*, a levy of execution, or insolvency proceedings is filed using the form provided by the Office pursuant to Article 65(1)(f) EUTMDR and Article 68 CDIR, the form may be used in any of the official languages of the European Union, provided that it is completed in one of the languages of the Office, as far as textual elements are concerned.

2.3 Fees

Article 26(2) and Annex I A(26) and (27) EUTMR
Articles 23(3) and 24(1) CDIR
Annex (18) CDFR

The application for the registration of a **licence, a right *in rem* or a levy of execution** is considered not to have been made until the fee is paid. The amount of this fee is EUR 200 for each EUTM for which the registration is requested.

However, where several registrations of **licences, rights *in rem* or levies of execution** have been applied for in one single application and the registered proprietor and the licensee (and contractual terms), pledgee, or beneficiary are the same in all cases, the fee is limited to a maximum of EUR 1 000.

The same maximum amount applies where several registrations of **licences, rights *in rem* or levies of execution** are applied for at the same time, provided that they could have been filed in one single application and that the registered proprietor and the licensee, pledgee or beneficiary are the same in all cases. Furthermore, for the registration of **licences or rights *in rem***, the contractual terms must be the same. For example, an exclusive licence and a non-exclusive licence cannot be filed in the same application, even if they are between the same parties.

Once the corresponding fee has been paid, it will not be reimbursed if the application for registration is refused or withdrawn.

In the case of a **levy of execution** where the applicant for the registration (see paragraph 2.4.1 below) is a court or an authority, no fee is to be paid and administrative cooperation is applied.

There is no fee for registering **insolvency proceedings** or similar proceedings.

2.4 Parties to the proceedings

2.4.1 Applicants

Articles 22(2), 25(5) and 117(1) EUTMR
Articles 29(2) and 32(5) CDR

The application for the registration of a **licence** or of a **right *in rem*** at the Office may be filed by:

- a) the EUTM proprietor(s); or
- b) the EUTM proprietor(s) jointly with the licensee(s)/pledgee(s); or
- c) the licensee(s)/pledgee(s); or
- d) a court or authority.

Articles 23(3) and 24(3) EUTMR
Articles 30(3) and 31(3) CDR

The application for the registration of a **levy of execution** or of **insolvency proceedings** may be requested by:

- a) the EUTM proprietor(s), or
- b) the beneficiary of the levy of execution/the liquidator in the insolvency proceedings; or
- c) a court or authority.

The formal conditions with which the application must comply depend on who files the application.

2.4.2 Mandatory indications concerning the EUTM and the licensee, pledgee, beneficiary or liquidator

Articles 24(2) and 26(1) EUTMR
Article 2(1)(b) and (e) EUTMIR
Article 13 EUTMDR
Article 31 CDR
Article 1(1)(b) and (e), Articles 23 and 24 CDIR

The application for registration of a licence, a right *in rem*, a levy of execution or insolvency proceedings must contain the following information.

- a) The registration number of the EUTM concerned. If the application relates to several EUTMs, each of the registration numbers must be indicated.

Additionally, for **insolvency proceedings**, the Office will register the **insolvency proceedings** against **all** EUTMs/RCDs linked to the proprietor's ID number at the Office.

Where the proprietor is the joint proprietor of an EUTM or RCD, the **insolvency proceedings** will apply to the share of the joint proprietor.

- b) The licensee's, pledgee's, beneficiary's or liquidator's name, address, nationality and the State in which it is domiciled or has its seat or an establishment. However, if the Office has already assigned an ID number to them, it is sufficient to indicate this number together with the name.
- c) If the licensee, pledgee, beneficiary or liquidator designates a representative, the representative's name and ID number assigned by the Office. If the representative has not yet been assigned an ID number, the business address must be indicated.

2.4.3 Signatures

Article 63(1)(a) EUTMDR Article 67(4) CDIR

The requirements concerning signatures, proof and representation vary depending on the person filing the application. Where the requirement of a signature is referred to, in electronic communications, the indication of the sender's name is considered to be equivalent to the signature.

The general rules on signatures apply (see the Guidelines, Part A, General Rules, Section 1, Means of Communication, Time Limits).

2.4.4 Representation

Articles 119(2) and 120(1) EUTMR Articles 77(2) and 78(1) CDR
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The general rules on representation apply (see the Guidelines, Part A, General Rules, Section 5, Professional Representation).

2.4.5 Proof

For the special provisions and specific requirements with regard to proof, see the paragraphs below. These give details based on the type of right being registered: paragraph 4.1 for licences; paragraph 5.1 for rights *in rem*; paragraph 6.1 for levies of execution; paragraph 7.1 for insolvency proceedings.

2.4.6 Translation of proof

Article 146(6) EUTMR
Article 24 EUTMIR
Article 80 and Article 81(2) CDIR

Proof must be as follows.

- a) In the language of the Office that has become the language of the proceedings for the registration of the licence, right *in rem*, levy of execution or insolvency proceedings, see paragraph 2.2 above.
- b) Or in any official language of the European Union other than the language of the proceedings. In this case, the Office may require a translation of the document into a language of the Office to be submitted within a period specified by the Office. The Office will set a time limit for submission of the translation. If the translation is not submitted within that time limit, the document will not be taken into account and will be considered not to have been submitted.

2.5 Examination of the application for registration

2.5.1 Fees

Article 26(2) EUTMR
Articles 23(3) and 24(1) CDIR

Where the required fee has not been received, the Office will notify the applicant (unless the applicant is a court or authority, in which case no fee is required, see paragraph 2.3 above) that the application is considered not to have been filed because the relevant fee has not been paid. However, a new application may be submitted at any time providing the correct fee is paid from the outset.

There is no fee for applications for the registration of **insolvency proceedings** or similar proceedings.

2.5.2 Examination of the mandatory formalities

Article 24(1) EUTMR
Article 31(1) CDR

For **insolvency proceedings**, the Office will check that there are no other pending records and that no insolvency proceedings have already been registered for the proprietor concerned.

Article 26(4) EUTMR
Article 24(3) CDIR

The Office will check whether the application for registration complies with the formal conditions mentioned in paragraph 2.4 above and with the specific requirements given below, based on the type of right being registered (see paragraph 4.1 for licences, [Guidelines for Examination in the Office, Part E, Register Operations](#) Page 13

paragraph 5.1 for rights *in rem*, paragraph 6.1 for levies of execution, and paragraph 7.1 for insolvency proceedings).

Article 26 and Article 120(1) EUTMR
Article 78(1) CDR
Article 24 CDIR

The Office will check whether the application for registration of the **licence, right *in rem*, levy of execution or insolvency proceedings** has been duly signed. Where the application is signed by the licensee's, pledgee's, beneficiary's or liquidator's representative, an authorisation may be required by the Office or, in the case of *inter partes* proceedings, by the other party to the proceedings. In this case, if no authorisation is submitted, the proceedings will continue as if no representative had been appointed.

Where the application for registration of the **licence, right *in rem*, insolvency proceedings or levy of execution** is signed by the representative that has already been designated as the proprietor's representative for the EUTM in question, the requirements relating to signatures and authorisations are fulfilled.

Article 26(4) EUTMR
Article 24(3) CDIR

The Office will inform the applicant in writing of any deficiencies in the application. If the deficiencies are not remedied within the period established in that communication, which will normally be 2 months following the date of the notification, the Office will reject the application for registration of the right. The party concerned may file an appeal against this decision.

For additional specific formalities that concern only **licences** and **rights *in rem***, see the special provisions below (paragraphs 4.3 and 4.4 for licences, and paragraph 5.2 for rights *in rem*).

3 Procedure for Cancellation or Modification of the Registration

Articles 29(1) and 117(1) EUTMR
Article 26(1) CDIR

The registration of a **licence, a right *in rem*, a levy of execution or insolvency proceedings** will be cancelled or modified at the request of an interested party, that is, the applicant or proprietor of the EUTM or the registered licensee, pledgee, beneficiary or liquidator, or of the relevant national authority or court.

A registration of a **licence or right *in rem*** may also be transferred (see paragraph 4.6 for licences and paragraph 5.4 for rights *in rem*). The application should make a clear distinction between a request for modification and a request for transfer.

The Office will refuse the cancellation, transfer and/or modification of a **licence, sub-licence or right *in rem*** if the main licence or right *in rem* has not been entered in the EUTM Register.

3.1 Competence, languages, presentation of the request

Article 29(3) and (6), and Article 162 EUTMR
Article 104 CDR
Article 26(3), (6) and (7) CDIR

Paragraphs 2.1 and 2.2 above apply.

It is strongly recommended that requests for cancellation or modification of a **licence, right *in rem*, levy of execution or insolvency proceedings** be submitted using the official forms available on the Office's website. Parties to the proceedings may also use WIPO Model International Form No 1, 'Request for Amendment/Cancellation of Recordal of License', (found in the annex to the Joint Recommendation concerning trademark licenses adopted by the Assembly of the Paris Union and the General Assembly of WIPO on 25/09/2000 to 03/10/2000), which can be downloaded at <http://www.wipo.int/edocs/pubdocs/en/marks/835/pub835.pdf>, or a form with a similar content and format.

3.2 Applicant for a cancellation or modification request

Article 29(1) and (6) and Article 117(1) EUTMR
Article 26(1), (4) and (6) CDIR

Requests for cancellation or modification of a registration may be submitted by the same parties who can file applications for registration (see paragraph 2.4.1 above).

3.2.1 Licences

3.2.1.1 Cancellation of a licence

In the case of a joint request submitted by the EUTM proprietor and the licensee, or of a request submitted by the licensee, no proof of the cancellation of the licence is required, since the request itself implies a statement from the licensee that it consents to the cancellation of the registration of the licence. However, a request for cancellation submitted by the EUTM proprietor alone must be accompanied by proof that the registered licence no longer exists, or by a declaration from the licensee to the effect that it consents to the cancellation.

Where a registered licensee alone submits a request for cancellation, the EUTM proprietor will not be informed thereof.

If the EUTM proprietor alleges fraud on the part of the licensee, it must submit a final decision of the competent authority to this effect. It is not within the remit of the Office to carry out any investigation in that respect.

Where several licences were requested simultaneously, it is possible to cancel them individually.

The entry in the EUTM Register of licences that are limited in time, that is, temporary licences, does not automatically expire but must be cancelled from the EUTM Register.

3.2.1.2 Modification of a licence

In the case of a joint request from the EUTM proprietor and the licensee, no further proof of the modification of the licence is required.

If the request is made by the EUTM proprietor, proof of the modification of the licence is required only where the modification for which entry in the EUTM Register is requested is of such a nature that it would diminish the rights of the registered licensee under the licence. For example, this would be the case if the licensee's name were to change, if an exclusive licence were to become a non-exclusive licence, or if the licence were to become restricted regarding its territorial scope, the period of time for which it is granted, or the goods or services to which it applies.

If the request is made by the registered licensee, proof of the modification of the licence is required only where the modification for which entry in the EUTM Register is requested is of such a nature that it would extend the rights of the registered licensee under the licence. For example, this would be the case if a non-exclusive licence were to become an exclusive licence, or if any registered restrictions of the licence as to its territorial scope, the period of time for which it is granted, or the goods or services to which it applies, were to be cancelled fully or in part.

Where proof of the modification of the licence is necessary, it is sufficient if any of the documents referred to in paragraph 4.1.4 below are submitted, subject to the following requirements.

- The written agreement must be signed by the other party to the licence contract and must relate to the registration of the modification of the licence as requested.
- The request for modification or cancellation of a licence must indicate how the licence has been modified.
- The copy or extract of the licence agreement must be of the licence as modified.

3.2.2 Rights *in rem*

3.2.2.1 Cancellation of the registration of a right *in rem*

If the EUTM proprietor and the pledgee submit a joint request, or if the pledgee alone submits a request, no proof of the cancellation of the registration of the right *in rem* is required, since the request itself implies a statement by the pledgee that it consents to the cancellation of the registration of the right *in rem*. When the request for cancellation is submitted by the EUTM proprietor, it must be accompanied by proof that the registered right *in rem* no longer exists, or by a declaration by the pledgee that it consents to the cancellation.

Where the registered pledgee submits the request for cancellation by itself, the EUTM proprietor will not be informed thereof.

Where the registration of several rights *in rem* was requested simultaneously, it is possible to cancel them individually.

3.2.2.2 Modification of the registration of a right *in rem*

If the EUTM proprietor and the pledgee submit a joint request, no further proof of the modification of the registration of the right *in rem* is required.

If the request is submitted by the EUTM proprietor or the registered pledgee, proof of the modification of the registration of the right *in rem* is required.

Where proof of the modification of the registration of the right *in rem* is necessary, it is sufficient if any of the documents referred to in paragraph 5.1.4 below are submitted, subject to the following requirements.

- The written agreement must be signed by the other party to the right *in rem* agreement and must relate to the registration of the modification of the right *in rem* as requested.
- The request for modification or cancellation of the registration of a right *in rem* must show the right *in rem* in its modified form.
- The copy or extract of the right *in rem* agreement must show the right *in rem* in its modified form.

3.2.3 Levies of execution

3.2.3.1 Cancellation of the registration of a levy of execution

A request for cancellation of the registration of a levy of execution must be accompanied by proof that the registered levy of execution no longer exists. This proof comprises the final decision of the competent authority.

3.2.3.2 Modification of the registration of a levy of execution

A levy of execution may be modified on submission of the corresponding final decision of the competent authority showing such modification.

3.2.4 Insolvency proceedings

3.2.4.1 Cancellation of the registration of an insolvency

A request for the cancellation of the registration of insolvency proceedings must be accompanied by proof that the registered insolvency no longer exists. This proof comprises the final decision of the competent authority.

3.2.4.2 Modification of the registration of an insolvency

The registration of insolvency proceedings may be modified on submission of the corresponding final decision of the competent authority showing such modification.

3.3 Contents of the request

Article 29(1) EUTMR
Article 12 EUTMIR
Articles 19 and 26 CDIR

Paragraph 2.4 above applies, except that the data concerning the licensee, pledgee, beneficiary or liquidator need not be indicated except in the case of a modification of the registered licensee's, pledgee's, beneficiary's or liquidator's name.

Paragraph 4.2 below applies if a modification of the scope of a **licence** is requested, for example, if a licence becomes a temporary licence or if the geographical scope of a licence is changed.

3.4 Fees

3.4.1 Cancellation

Article 29(3) and Annex I A(27) EUTMR
Article 26(3) CDIR
Annex (19) CDFR

Any request for the cancellation of **licences**, **rights *in rem*** and **levies of execution** is considered not to have been made until the fee is paid. The fee is EUR 200 for each EUTM for which cancellation is requested.

However, where several requests for cancellations of licences, rights *in rem* and levies of execution are applied for in one single application or at the same time, and the registered proprietor and the licensee (including contractual terms), pledgee, or beneficiary are the same in all cases, the cancellation fee is limited to a maximum of EUR 1 000.

This applies irrespective of how the initial applications for registration of these licences, rights *in rem* or levies of execution were filed. This means that, even where the initial applications for registration of these rights were staggered over time and could not, therefore, benefit from the maximum fee of EUR 1 000, they can still benefit from the maximum fee of EUR 1 000 if their cancellation is requested in the same application for cancellation.

Requests for cancellation of the registration of **insolvency proceedings** are not subject to a fee.

3.4.2 Modification

Article 29(3) EUTMR
Article 26(6) CDIR

Modification of the registration of a licence, a right *in rem*, a levy of execution, or insolvency proceedings is not subject to a fee.

3.5 Examination of requests for cancellation or modification

3.5.1 Fees

Article 29(3) EUTMR
Article 26(3) CDIR

Where the required fee for a request for cancellation of a **licence**, a **right *in rem***, or a **levy of execution** has not been received, the Office will notify the applicant that the request for cancellation is considered not to have been filed.

As seen above, requests for cancellation of the registration of **insolvency proceedings** are not subject to a fee.

3.5.2 Examination by the Office

Article 29(2) and (4) EUTMR
Article 26(2) and (4) CDIR

For the mandatory elements of the request, paragraph 2.5.2 above applies *mutatis mutandis*, including in respect of proof, to the extent that such proof is required. Additionally, specific formalities apply to **licences** (see paragraph 4.3 below), to **rights *in rem*** (see paragraph 5.2 below), to **levies of execution** (see paragraph 6.1 below) and to **insolvency proceedings** (see paragraph 7.1 below).

The Office will notify the applicant for cancellation or modification of any deficiency, setting a time limit of 2 months. If the deficiencies are not remedied, the Office will reject the request for cancellation or modification.

Article 29(1), (2), (4) and (5), Articles 111(6) and 117(1) EUTMR
Articles 26(6) and 69(6) CDIR

Paragraph 4.4 below applies to the extent that modification of the **licence** would affect its nature or its limitation to a part of the goods and services covered by the EUTM.

Registration of the cancellation or modification of a **licence**, a **right *in rem***, a **levy of execution** or **insolvency proceedings** will be communicated to all the parties concerned.

3.6 Registration and publication

Articles 111(3)(s) and 116(1)(a) EUTMR
Article 69(3)(t) and Article 70(2) CDIR

The creation, cancellation or modification will be entered in the EUTM Register and published in the EUTM Bulletin.

4 Licences — Special Provisions

4.1 Requirements concerning proof

Article 19 and Article 26(1) EUTMR
Articles 2(1)(b) and 13(3)(a) EUTMIR
Article 27 CDR
Article 1(1)(b) and Articles 23(4) and 24(1) CDIR

4.1.1 Application made by the EUTM proprietor alone

When an application for the registration of a licence is made by the EUTM proprietor alone, it must be signed by the EUTM proprietor. In the case of co-ownership, all co-owners must sign or appoint a common representative.

No proof of the licence is necessary.

The Office will inform the licensee when the licence is registered in the EUTM Register.

The licensee may file a statement with the Office to oppose the registration of the licence. The Office will not take any further action on the statement but will register the licence. Following the registration of the licence, any licensee that disagrees with the registration of the licence may request the cancellation or modification of the licence (see paragraph 3 above).

The Office will not take into account whether or not the parties, although having agreed to a licence contract, have agreed to register it at the Office. Any dispute regarding the licence is a matter that must be resolved among the parties concerned under the relevant national law (Article 19 EUTMR).

4.1.2 Application made jointly by the EUTM proprietor and the licensee

When an application for the registration of a licence is made jointly by the EUTM proprietor and its licensee, it must be signed both by the EUTM proprietor and the licensee. In the case of co-ownership, all co-owners must sign or appoint a common representative.

In this case, the signature of both parties constitutes proof of the licence.

Where there is a formal deficiency regarding the signature of the licensee or regarding its representative, the application will still be accepted as long as it would have been acceptable if it had been presented by the EUTM proprietor alone.

The same applies where there is a deficiency regarding the signature of the EUTM proprietor or regarding its representative, but where the application would have been acceptable if it had been presented by the licensee alone.

4.1.3 Application made by the licensee alone

An application for the registration of a licence may also be made by the licensee alone. In this case, it must be signed by the licensee and proof of the licence must be submitted.

4.1.4 Proof of the licence

There is sufficient proof of the licence if the application for registration of the licence is accompanied by any of the following.

- A declaration stating that the EUTM proprietor agrees to the registration of the licence, signed by the EUTM proprietor or its representative.

According to Article 13(3)(a) EUTMIR, it is also considered sufficient proof if an application for registration of the licence is signed by both parties. This case has already been dealt with in paragraph 4.1.2 above.

- The licence agreement, or an extract therefrom, indicating the parties and the EUTM being licensed, and bearing their signatures.

In many cases, the parties to the licence agreement will not wish to disclose all the details, which may contain confidential information on the licence royalties or other terms and conditions of the licence. In such cases, it is sufficient if only a part or an extract of the licence agreement is submitted, as long as it identifies the parties to the licence agreement, confirms that the EUTM in question is the subject of a licence and contains the signatures of both parties. All other elements may be omitted or blacked out.

- An uncertified statement of licence using the complete WIPO Model International Form No 1 'Request for Recordal of License'. The form must be signed by both the EUTM proprietor, or its representative, and the licensee, or its representative. It can be found at <http://www.wipo.int/edocs/pubdocs/en/marks/835/pub835.pdf>

It is not necessary to submit the original of a document. Original documents become part of the file and, therefore, cannot be returned to the person who submitted them. Simple photocopies are sufficient. The original document or photocopy does not need to be authenticated or legalised unless the Office has reasonable doubts as to its veracity.

4.2 Optional contents of the application

Articles 25(1) and 26(3) EUTMR Article 32(1) CDR Article 25 CDIR
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Depending on the nature of the licence, an application for registration of the licence may contain the request to register the licence together with other indications, namely those referred to under letters a) to e) below. These indications may be individual or in any combination, for one licence (e.g. an exclusive licence limited in time) or for several licences (e.g. one exclusive licence for A as regards Member State X and another for B as regards Member State Y). They are entered in the EUTM Register by the Office only if the application for registration of the licence itself clearly requests that they be registered. Without such an explicit request, the Office will not enter in the EUTM Register any indications contained in the licence agreement that are submitted, for example, as proof of the licence.

However, if entry in the EUTM Register is requested for one or more of these indications, the following details must be indicated.

- a) Where an application for the registration of a licence is limited to only some of the goods or services, the goods or services for which the licence has been granted must be indicated.
- b) Where an application is for the registration of a licence as a territorially limited licence, the application must indicate the part of the European Union for which the licence has been granted. A part of the European Union may consist of one or several Member States or one or several administrative districts within a Member State.
- c) Where registration of an exclusive licence is sought, a statement to this effect must be made in the application for registration.
- d) Where the registration of a licence granted for a limited period of time is sought, the expiry date of the licence must be specified. Furthermore, the date of the commencement of the licence may be indicated.
- e) Where the licence is granted by a licensee whose licence is already entered in the EUTM Register, the application for registration may indicate that it is for a sub-licence. Sub-licences cannot be registered without first registering the main licence.

4.3 Examination of specific formalities (licences)

Article 26(4) EUTMR Article 24(3) CDIR

Where an application for the registration of a licence has been made jointly by the EUTM proprietor and the licensee, the Office will communicate with the EUTM proprietor and send a copy to the licensee.

Where the licensee has also made and signed the application, it will not be allowed to contest the existence or scope of the licence.

Where the application for registration of the licence is filed by the EUTM proprietor alone, the Office will not inform the licensee.

The Office will inform the applicant in writing of any deficiencies in the application. If the deficiencies are not remedied within the time limit established in that communication, which will normally be 2 months following the date of the notification, the Office will reject the application. The party concerned may file an appeal against this decision.

4.4 Examination of optional elements (licences)

Article 26 EUTMR Article 25 CDIR

Where an application for the registration of a licence specifies that the licence be registered as one of the following:

- an exclusive licence;
- a temporary licence;
- a territorially limited licence;
- a licence limited to certain goods or services; or
- a sub-licence,

the Office will examine whether the indications mentioned in paragraphs 2.4 and 4.1 above are indicated.

As far as the indication ‘exclusive licence’ is concerned, the Office will accept only this term and not any other wording. If ‘exclusive licence’ is not expressly indicated, the Office will consider the licence to be non-exclusive.

Where an application for registration indicates that it is for a licence limited to certain goods or services covered by the EUTM, the Office will check whether the goods and services are properly grouped and are actually covered by the EUTM.

As far as a sub-licence is concerned, the Office will check whether it has been granted by a licensee whose licence has already been entered in the EUTM Register. The Office will refuse the registration of a sub-licence when the main licence has not been entered in the EUTM Register. However, the Office will not check the validity of an application for the registration of a sub-licence as an exclusive licence when the main licence is not an exclusive licence. Nor will it examine whether the main licence contract excludes granting sub-licences.

It is the duty of the applicant for the registration of a licence not to conclude and register incompatible contracts and to request the cancellation or modification of entries in the Register that are no longer valid. For example, if an exclusive licence has been registered without limitation as to the goods and the territory, and the registration of another exclusive licence is applied for, the Office will register that second licence, even where both licences seem incompatible at first sight.

Parties are, furthermore, encouraged to update all EUTM Register information regularly and swiftly by cancelling or modifying existing licences (see paragraph 3 above).

Article 25(1), and Article 26(3) and (4) EUTMR
Article 32(1) CDR
Articles 24(3) and 25 CDIR

If the indications mentioned in paragraph 4.2 above are missing, the Office will invite the applicant for the registration of the licence to submit the supplementary information. If the applicant does not reply to that communication, the Office will not take into account the abovementioned indications and will register the licence without mentioning them. The applicant will be notified of this and may file an appeal against the decision.

4.5 Registration procedure and publication (licences)

Article 25(5) and Articles 111(3)(j) and 116(1)(a) EUTMR
Article 32(5) CDR
Article 69(3)(t) and Article 70(2) CDIR

The Office will enter the licence in the EUTM Register and publish it in the EUTM Bulletin.

Where applicable, the entry in the EUTM Register will only mention that the licence is:

- an exclusive licence;
- a temporary licence;
- a territorially limited licence;
- a sub-licence; or
- a licence limited to certain goods or services covered by the EUTM.

The following details will not be published:

- the period of validity of a temporary licence;
- the territory covered by a territorially limited contract;
- the goods and services covered by a partial licence.

Article 111(6) EUTMR
Article 69(5) CDIR

The Office will notify the applicant for a registration of a licence of the registration thereof.

When an application for registration of a licence was filed by the licensee, the Office will also inform the EUTM proprietor of the registration of the licence.

4.6 Transfer of a Licence

4.6.1 Provision for the transfer of a licence

Article 25(5) EUTMR
Article 32(5) CDR

A licence concerning an EUTM may be transferred. The transfer of a licence is different from the transfer of a sub-licence insofar as, in the former, the licensee loses all its rights under the licence and is replaced by a new licensee, whereas, in the case of the transfer of a sub-licence, the main licence remains in force. Likewise, the transfer of a licence is different from a change of name of the owner where no change of ownership is implied (see the Guidelines, Part E, Register Operations, Section 3, EUTMs and RCDs as Objects of Property, Chapter 1, Transfer).

4.6.2 Applicable rules

Article 26(1) and (5) and Annex I A(26)(b) EUTMR
Article 24(1) and (3) CDIR
Annex (18)(b) CDFR

The procedure for the registration of a transfer of a licence follows the same rules as for an application for registration of a licence.

The transfer of a licence is subject to the payment of a fee. Paragraph 2.3 above applies *mutatis mutandis*.

To the extent that a declaration by or signature of the EUTM proprietor is required in accordance with the rules, its place will be taken by a declaration by or signature of the registered licensee (the former licensee).

5 Rights *in Rem* — Special Provisions

5.1 Requirements concerning proof

Article 19 and Article 26(1) EUTMR
Articles 2(1)(b) and 13(3)(a) EUTMIR
Article 27 CDR
Article 1(1)(b), Articles 23(4) and 24(1) CDIR

5.1.1 Application submitted by the EUTM proprietor alone

When an application for the registration of a right *in rem* is made by the EUTM proprietor alone, it must be signed by the EUTM proprietor. In the case of co-ownership, all co-owners must sign or appoint a common representative.

The signature of the EUTM proprietor constitutes proof of the right *in rem*. Consequently, no additional proof of the right *in rem* is necessary.

The Office will inform the pledgee when the right *in rem* is registered in the EUTM Register.

Where the pledgee files a statement with the Office to oppose the registration of the right *in rem*, the Office will forward the statement to the EUTM proprietor for information purposes only. The Office will not take any further action on the statement. Following the registration of the right *in rem*, any pledgee that disagrees with the registration of the right *in rem* may request the cancellation or modification of the registration of the right *in rem* (see paragraph 3 above).

The Office will not take into account whether the parties have agreed to register a right *in rem* contract at the Office. Any dispute regarding the right *in rem* is a matter that must be resolved between the parties concerned under the relevant national law (Article 19 EUTMR).

5.1.2 Application submitted jointly by the EUTM proprietor and the pledgee

When an application for the registration of the right *in rem* is submitted jointly by the EUTM proprietor and the pledgee, it must be signed by both parties. In the case of co-ownership, all co-owners must sign or appoint a common representative.

In this case, the signature of both parties constitutes proof of the right *in rem*.

Where there is a formal deficiency regarding the signature of the pledgee or regarding its representative, the application will still be accepted as long as it would have been acceptable if it had been submitted by the EUTM proprietor alone.

The same applies where there is a deficiency regarding the signature of the EUTM proprietor or its representative, but where the application would have been acceptable if it had been submitted by the pledgee alone.

5.1.3 Application submitted by the pledgee alone

An application may also be submitted by the pledgee alone. In this case, it must be signed by the pledgee and proof of the right *in rem* must be submitted.

5.1.4 Proof of the right *in rem*

There is sufficient proof of the right *in rem* if the application for registration of the right *in rem* is accompanied by any of the following.

- A declaration signed by the EUTM proprietor stating that it agrees to the registration of the right *in rem*.

According to Article 13(3)(a) EUTMR, it is also considered sufficient proof if an application for registration of the right *in rem* is signed by both parties. This case has already been dealt with in paragraph 5.1.2 above.

- The right *in rem* contract, or an extract therefrom, indicating the EUTM at issue and the parties, and bearing their signatures.

It is sufficient if the right *in rem* contract is submitted. In many cases, the parties to the right *in rem* contract will not wish to disclose all the details of the contract, which may contain confidential information about the terms and conditions of the pledge. In such cases, it is sufficient if only a part or an extract of the right *in rem* contract is submitted, as long as it identifies the parties to the right *in rem* contract and the EUTM that is subject to a right *in rem*, and bears the signatures of both parties. All other elements may be omitted or blacked out.

- An uncertified statement of a right *in rem*, signed by both the EUTM proprietor and the pledgee.

It is not necessary to submit the original of a document. Original documents become part of the file and, therefore, cannot be returned to the person who submitted them. Simple photocopies are sufficient. The original document or photocopy does not need to be authenticated or legalised unless the Office has reasonable doubts as to its veracity.

5.2 Examination of specific formalities requirements (rights *in rem*)

Article 26(4) EUTMR Article 24(3) CDIR

Where an application for registration of a right *in rem* has been submitted jointly by the EUTM proprietor and the pledgee, the Office will communicate with the EUTM proprietor and send a copy to the pledgee.

Where the pledgee has also submitted and signed the application, it will not be allowed to contest the existence or scope of the right *in rem* agreement within the Office's proceedings, notwithstanding what could be established by the national laws of the Member States in this regard.

If the EUTM proprietor alleges fraud on the part of the pledgee, it must provide a final decision of the competent authority to this effect. It is not up to the Office to carry out any investigation into such a claim.

The Office will inform the applicant in writing of any deficiencies in the application. If the deficiencies are not remedied within the time limit fixed in that communication, which will normally be 2 months following the date of the notification, the Office will reject the application. The party concerned will have the possibility of filing an appeal against this decision.

5.3 Registration procedure and publication (rights *in rem*)

Articles 22(2) and 26(5) and Article 111(3)(h) and Article 111(6) EUTMR
Article 29(2) CDR
Article 24(4) and Article 69(3)(j) and (5) CDIR

For EUTMs, the Office will enter the right *in rem* in the EUTM Register and publish it in the EUTM Bulletin. The entry will not be published in the case of EUTM applications.

The Office will notify the applicant for registration of a right *in rem* of the registration thereof.

When an application for registration of a right *in rem* was filed by the pledgee, the Office will also inform the EUTM proprietor of the registration.

5.4 Transfer of a Right *in rem*

Article 26(1) and (5) and Annex I A(26)(d) EUTMR
Article 24(1) CDIR
Annex (18)(d) CDFR

5.4.1 Provision for the transfer of a right *in rem*

A right *in rem* may be transferred.

5.4.2 Applicable rules

The procedure for the registration of a transfer of a right *in rem* follows the same rules as for the registration of a right *in rem*.

The transfer of a right *in rem* is subject to the payment of a fee. Paragraph 2.3 above applies *mutatis mutandis*.

To the extent that a declaration by or signature of the EUTM proprietor is required in accordance with the rules, it must be replaced by a declaration by or signature of the registered pledgee (the former pledgee).

6 Levies of Execution — Special Provisions

6.1 Requirements concerning proof

Article 26(1) EUTMR
Article 2(1)(b) EUTMIR
Article 1(1)(b) and Article 24(1) CDIR

6.1.1 Application filed by the EUTM proprietor

When an application for the registration of a levy of execution is made by the EUTM proprietor, it must be signed by the EUTM proprietor. In the case of co-ownership, all co-owners must sign or appoint a common representative.

The Office will inform the beneficiary when the levy of execution is registered in the EUTM Register.

The beneficiary may file a statement with the Office to oppose the registration of the levy of execution. The Office will not take any further action on such a statement. Following the registration of the levy of execution, any beneficiary that disagrees with the registration of the levy of execution may request the cancellation or modification of the registration of the levy of execution (see paragraph 3 above).

Any dispute regarding the levy of execution is a matter that must be resolved between the parties concerned under the applicable national law (Article 19 EUTMR).

6.1.2 Application filed by the beneficiary

An application for registration of a levy of execution may also be filed by the beneficiary. In this case, it must be signed by the beneficiary.

In addition, proof of the levy of execution must be submitted.

6.1.3 Application filed by a court or authority

An application for registration of a levy of execution may also be filed by the court or authority issuing the judgment. In this case, it must be signed by the court or authority.

In addition, proof of the levy of execution must be submitted.

6.1.4 Proof of the levy of execution

There is sufficient proof of the levy of execution if the application for registration of a levy of execution is accompanied by a final decision of the competent national authority

In many instances, the parties to the levy of execution proceedings will not wish to disclose all the details of the judgment, which may contain confidential information. In these cases it suffices if only a part or an extract of the levy of execution judgment is submitted, as long as it identifies the parties to the levy of execution proceedings and

the EUTM that is subject to the levy of execution, and confirms that the judgment is final. All other elements may be omitted or blacked out.

6.2 Registration procedure and publication (levy of execution)

Articles 111(3)(i) and 116(1)(a) EUTMR Article 69(3)(k) and Article 70(2) CDIR

When the mark is registered, the levy of execution will be entered in the EUTM Register and published in the EUTM Bulletin.

The Office will notify the applicant for registration of a levy of execution of the registration thereof.

Where applicable, the EUTM proprietor will also be informed.

7 Insolvency Proceedings — Special Provisions

7.1 Requirements concerning proof

There is sufficient proof of the appointment of a liquidator and of the insolvency proceedings if an application for registration of the insolvency proceedings is accompanied by a final decision of the competent national authority.

It suffices if the insolvency judgment is submitted. In many instances, the parties to the insolvency proceedings will not wish to disclose all the details of the judgment, which may contain confidential information. In these cases it suffices if only a part or an extract of the judgment is submitted, as long as it identifies the parties to the proceedings. All other elements may be omitted or blacked out.

It is not necessary to submit the original of a document. Original documents become part of the file and, therefore, cannot be returned to the person who submitted them. Simple photocopies are sufficient. The original document or photocopy does not need to be authenticated or legalised unless the Office has reasonable doubts as to the its veracity.

7.2 Registration procedure and publication (insolvency proceedings)

Articles 111(3)(i) and 116(1)(a) EUTMR Article 69(3)(k) and Article 70(2) CDIR

When the mark is registered, the insolvency proceedings will be entered in the EUTM Register and published in the EUTM Bulletin. The publication contains the EUTM registration number(s), the name of the authority requesting the entry in the EUTM Register, the date and number of the entry and the publication date of the entry in the EUTM Bulletin.

The Office will notify the applicant for registration of insolvency proceedings of the registration thereof.

The liquidator's contact details are recorded as the EUTM proprietor's 'correspondence address' in the Office's database, and third parties may consult the full details of the insolvency proceedings through an application for inspection of files (see the Guidelines, Part E, Register Operations, Section 5, Inspection of Files).

8 Procedures for Registered Community Designs

Articles 27, 29, 30, 31, 32, and 33 and Article 51(4) CDR
Articles 24 to 26 and Article 27(2) CDIR
Annex (18) and (19) CDFR

The legal provisions contained in the CDR, CDIR and CDFR in respect of licences, rights *in rem*, levies of execution and insolvency proceedings correspond to the respective provisions in the EUTMR, EUTMDR and EUTMIR.

Therefore, both the legal principles and the procedure in respect of the registration, cancellation or modification of trade mark licences, rights *in rem*, levies of execution or insolvency proceedings apply *mutatis mutandis* to RCDs, except for the following specific procedures.

8.1 Multiple applications for RCDs

Article 37 CDR
Article 24(1) CDIR

An application for the registration of licences, rights *in rem* and levies of execution for an RCD may be in the form of a multiple application containing several designs.

For the purposes of the legal effect of licences, rights *in rem* and levies of execution, as well as of the procedure for registering licences, rights *in rem* and levies of execution, the individual designs contained in a multiple application will be dealt with as if they were separate applications. This continues to apply after registration of the designs contained in the multiple application.

In other words, each design contained in a multiple application may be licensed, pledged or levied independently of the others.

For **licences** specifically, the optional indications as to the kind of licence and the procedure for their examination referred to in paragraphs 4.2 and 4.4 above (with the exception of a licence limited to some products, which is not possible), apply to each of the individual designs contained in a multiple application separately and independently.

Annex (18) and (19) CDFR

The fee of EUR 200 for the registration of a licence, a right *in rem*, or a levy of execution; the transfer of a licence or right *in rem*; or the cancellation of a licence, a

right *in rem*, or levy of execution applies per design and not per multiple application. The same is true for the ceiling of EUR 1 000 if multiple applications are submitted.

8.2 Other entries in the Register for RCDs

Additionally, the following entries in the Register are specific to RCDs:

- institution of entitlement proceedings before a Community design court;
- final decisions on entitlement proceedings before a Community design court;
- change of ownership after a decision of a Community design court.

9 Procedures for International Trade Marks

Rules 20 and 20bis [Common Regulations under the Madrid Agreement Concerning the International Registration of Marks and the Protocol Relating to that Agreement \(CR\)](#)

9.1 Recording of licences

The Madrid System allows for the recording of **licences** against an international registration.

All requests for the recording of a licence should be submitted on form [MM13](#) either:

- directly to the International Bureau by the recorded holder; or
- through the office of the contracting party of the recorded holder or through the office of a contracting party in respect of which the licence is granted; or
- through the office of the licensee.

The request cannot be submitted directly to the International Bureau by the licensee. The Office's application form should **not** be used.

Detailed information on the recording of licences can be found in Sections B.II.93.01-99.04 of the Guide to the International Registration of Marks under the Madrid Agreement and the Madrid Protocol (www.wipo.int/madrid/en/guide/). For further information on international trade marks, see the Guidelines, Part M, International Marks.

9.2 Recording of rights *in rem*, levies of execution or insolvency proceedings

The Madrid System allows for the recording of **rights *in rem*, levies of execution or insolvency proceedings** against an international registration (see Rule 20 [CR](#)). For the convenience of users, form [MM19](#) is available for requesting the recording of a restriction of the holder's right of disposal in the International Register. The use of this form is strongly recommended to avoid irregularities.

Requests should be submitted either:

- directly to the International Bureau by the recorded holder, or
- to the office of the contracting party of the registered holder or

- to the office of a contracting party to whom the right *in rem*, levy of execution or insolvency is granted; or
- to the office of the contracting party of the pledgee, beneficiary or liquidator.

The request cannot be submitted directly to the International Bureau by the pledgee, beneficiary or liquidator. The Office's application form should **not** be used.

Detailed information on the registration of rights *in rem*, levies of execution or insolvency proceedings can be found in Part B, Chapter II, paragraphs 92.01-92.04 of the Guide to the International Registration of Marks under the Madrid Agreement and the Madrid Protocol (www.wipo.int/madrid/en/guide). For further information on international trade marks, see the Guidelines, Part M, International Marks.