

***GUIDELINES FOR EXAMINATION IN THE
EUROPEAN UNION INTELLECTUAL
PROPERTY OFFICE (TRADE MARKS AND
DESIGNS) ON EUROPEAN UNION TRADE
MARKS***

PART E

REGISTER OPERATIONS

SECTION 3

EUTMs AS OBJECTS OF PROPERTY

CHAPTER 3

RIGHTS IN REM

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1 Introduction

Article 19 EUTMR Rules 33, 35 EUTMIR Article 24 CDR

Both registered European Union trade marks (EUTMs) and Community trade mark applications (EUTMAs) may be the subject of rights in rem.

Both registered **Community designs (RCDs)** and registered **Community design applications** may be the subject of rights in rem.

Paragraphs 1 to 4 of this chapter deal with rights in rem concerning EUTMs and EUTMAs. The provisions in the CDR and CDIR dealing with rights in rem concerning designs are almost identical to the equivalent provisions of the EUTMR and EUTMEUTMIR respectively. Therefore, the following applies *mutatis mutandis* to Community designs. Procedures specific to Community designs are detailed in paragraph 5 below. Procedures specific to international trade marks are detailed in paragraph 6 below.

A 'right in rem' or 'real right' is a limited property right which is an absolute right. Rights in rem refer to a legal action directed toward property, rather than toward 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 is 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 it 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. Other examples are DE: Pfand, Hypothek; EN: Guarantees, Warranties, Bails and Sureties; ES: Hipoteca; FR: Nantissement, Gage, Hypothèque, Garantie, Caution; IT: Pegno, Ipoteca.

There are two types of right in rem that the applicant can ask to be noted in the file or entered in the 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).

1.1 Applicable Law

Article 16 EUTMR

The EUTMR does not establish unified and complete provisions applicable to rights in rem for EUTMs or EUTMAs. Rather, Article 16 EUTMR refers to the law of a Member State regarding the acquisition, validity and effects of the EUTM as an object of property. To this end, a right in rem for a EUTM is, in its entirety and for the whole territory of the Union, assimilated to a right in rem for a trade mark registered in the

Member State in which the EUTM proprietor or applicant has its seat or its domicile, or, if this is not the case, to a right in rem for a trade mark registered in the Member State in which the proprietor has an establishment, or if this is not the case, to a right in rem for a trade mark registered in Spain (Member State in which the seat of the Office is situated).

This, however, applies only to the extent that Articles 17 to 24 EUTMR do not provide otherwise.

Article 16 EUTMR is limited to the effects of a right in rem as an object of property, and does not extend to contract law. Article 16 EUTMR does not govern the applicable law, or the validity, of a right in rem contract, which means that the freedom of the contracting parties to submit the right in rem contract to a given national law is not affected by the EUTMR.

1.2 Advantages of the registration of a right in rem

Articles 19(2), 23(1) EUTMR

It is not compulsory to register rights in rem, nor is registration 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 15(2) EUTMR,. However, such a registration has particular advantages.

- a) In view of the provision of Article 23(1) EUTMR, vis-à-vis third parties who might have acquired or have entered in the Register rights in the trade mark which are incompatible with the registered right in rem, the pledgee may avail itself of the rights conferred by this right in rem only:
 - if the right in rem was entered in the Register of European Union trade marks, or
 - in the absence of registration of the right in rem, if the third party had acquired its rights after the date of the acquisition of the rights in rem knowing of the existence of the right in rem.
- b) In the event that a right in rem for a European Union trade mark entered in the Register, the surrender of that mark by its proprietor will only be entered in the Register if the proprietor establishes that it has informed the pledgee of its intention to surrender.

The pledgee of a right in rem which is registered has, therefore, the right to be informed in advance by the trade mark's proprietor of its intention to surrender the trade mark.

- c) In the event that a right in rem for a Community trade mark is entered in the Register, the Office will notify the pledgee at least six months before the expiry of the registration that the registration is approaching expiry. The Office will also notify the pledgee of any loss of rights and of the expiry of the registration, where applicable.

- d) Recording rights in rem is important for maintaining the veracity of the Register, particularly in the event of *inter partes* proceedings.

2 Requirements for a Request for the Registration of a Right in Rem

Article 19(2) EUTMR
Rule 33, Rule 84(3)(h) EUTMIR

Both EUTM applications and EUTMs may be the subject of the registration of a right in rem.

The application for registration of a right in rem must comply with the following conditions.

2.1 Application form and requests for more than one right in rem

Rule 95(a) and (b) EUTMIR

It is strongly recommended that the request for registration of a right in rem for a EUTM be submitted on the Recordal Application form. This form is available free of charge in the official languages of the European Union. It can be downloaded from EUIPO's website.

Any language version of this form may be used, provided that it is completed in one of the languages referred to in paragraph 2.2 below.

Rules 31(7), 33(1) EUTMIR

A single request for the registration of a right in rem for two or more registered EUTMs or EUTM applications may be submitted only if the respective registered proprietor and pledgee are the same in each case.

2.2 Languages

Rule 95(a) EUTMIR

The application for the registration of a right in rem for a EUTM application may be submitted in the first or second language of the EUTM application.

Rule 95(b) EUTMIR

The application for the registration of a right in rem for a EUTM must be submitted in one of the five languages of the Office, namely, English, French, German, Italian or Spanish.

2.3 Fees

Article 162(2)(c) and (d) EUTMR
Rule 33(1) and (4) EUTMIR
Annex I A (26) EUTMR

The application for the registration of a right in rem is considered not to have been submitted until the fee is paid. The fee is EUR 200 for each European Union trade mark for which the registration of a right in rem is requested.

However, where several registrations of rights in rem have been requested in a single request and the registered proprietor and the pledgee 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 rights in rem are applied for at the same time, provided that they could have been filed in a single request and where the registered proprietor and the pledgee are the same in all cases.

Once the corresponding fee is paid, the fee will not be reimbursed if the application for registration of the right in rem is refused or withdrawn (file classified).

2.4 Applicants and mandatory content of the application

2.4.1 Applicants

Article 19(2) EUTMR

The registration of a right in rem may be requested by:

- a) the proprietor(s) of the EUTM, or
- b) the proprietor(s) of the EUTM jointly with the pledgee(s), or
- c) the pledgee(s).

The formal conditions with which the request must comply depend on who submits the request. It is recommended that the first or the second of these options be used, since these allow for a speedier and smoother treatment of the request for registration of the right in rem.

2.4.2 Mandatory indications concerning the EUTM and the pledgee

Rule 31, Rule 33(1) EUTMIR

The request for registration of a right in rem must contain the following information.

Rule 31(1)(a), Rule 33(1) EUTMIR

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

Rules 1(1)(b), 31(1)(b), Rule 33(1) EUTMIR

- b) The pledgee's name, address and nationality and the State in which it is domiciled or has its seat or an establishment.

Rule 1(1)(e), Rules 31(2), 33(1) EUTMIR

- c) If the pledgee designates a representative, the representative's name and business address must be indicated; the indication of the address may be replaced by the indication of the ID number allocated by the Office.

2.4.3 Requirements concerning the person who submits the request – signature, proof of the right in rem, representation

Rule 79, Rule 82(3) EUTMIR

The requirements concerning signature, proof of the right in rem and representation vary depending on the person who submits the request. Where the requirement of a signature is referred to, pursuant to Rule 79 and Rule 82(3) EUTMIR, in electronic communications, the indication of the sender's name will be deemed equivalent to the signature.

2.4.3.1 Request submitted by the EUTM proprietor alone

Rule 1(1)(b), Rule 33(1) EUTMIR

When a request is submitted on behalf of 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 right in rem is necessary.

The Office will not inform the pledgee that the registration of the right in rem has been requested. It will, however, inform the pledgee when the right in rem is recorded in the Register.

Where the pledgee files a statement with the Office in which it opposes 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 such a statement. Following the registration of the right in rem, any pledgee who 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 below).

The Office will not take into account whether the parties have agreed to register a right in rem contract at the Office. Any dispute on whether or not and in what manner the right in rem should be registered is a matter that must be resolved between the parties concerned under the relevant national law (Article 16 EUTMR).

2.4.3.2 Request submitted jointly by the EUTM proprietor and the pledgee

When the request 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 or the representative of the pledgee, the request will still be accepted as long as it would have also been acceptable if it had been submitted by the EUTM proprietor alone.

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

2.4.3.3 Request submitted by the pledgee alone

The request may also be submitted by the pledgee alone. In this case, it must be signed by the pledgee.

In addition, proof of the right in rem must be submitted.

2.4.3.4 Proof of the right in rem

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

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

In accordance with Rule 31(5)(a) EUTMIR, it is also considered sufficient proof if the request for registration of the right in rem is signed by both parties. This case has already been dealt with under paragraph 2.4.3.2 above.

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

It suffices if the right in rem agreement is submitted. In many instances, 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 these cases it suffices if only a part or an extract of the right in rem agreement is submitted, as long as it identifies the parties to the right in rem agreement 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.

Original documents become part of the file and, therefore, cannot be returned to the person who submitted them. Simple photocopies are sufficient. The original

or photocopy does not need to be authenticated or legalised unless the Office has reasonable doubts as to the veracity of the documents.

Rule 95(a) and (b), Rule 96(2) EUTMIR

The evidence of the right in rem must be:

- a) in the language of the Office which has become the language of the proceedings for the registration of the right in rem, see paragraph 2.2 above;
- b) in any official language of the Community 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 filed within a period specified by the Office.

Where the supporting documents are not submitted in either an official language of the European Union or in the language of the proceedings, the Office may require a translation into the language of the proceedings or, at the choice of the party requesting the registration of the right in rem, in any language of the Office. The Office will set a time limit of two months from the date of notification of that communication. If the translation is not submitted within that time limit, the document will not be taken into account and will be deemed not to have been submitted.

2.4.4 Representation

Articles 92(2), 93(1) EUTMR

The general rules on representation apply (see the Guidelines, Part A, General Rules, Section 5, Professional Representation).

2.5 Examination of the request for registration

2.5.1 Fees

Rule 33(2) EUTMIR

Where the required fee has not been received, the Office will notify the recordal applicant that the request is deemed not to have been filed because the relevant fee has not been paid. However, a new request may be submitted at any time providing the correct fee is paid from the outset.

2.5.2 Examination of the mandatory formalities

Rule 33(3) EUTMIR

The Office will check whether the request for registration of the right in rem complies with the formal conditions mentioned in paragraph 2.4 above (indication of the EUTM number(s), the required information concerning the pledgee, the representative of the pledgee where applicable).

The validity of the right in rem agreement will not be examined.

Article 93(1) EUTMR
Rules 33, 76, 77 EUTMIR

The Office will check whether the request for registration of the right in rem has been duly signed. Where the request is signed by the pledgee's representative, an authorisation may be required by the Office or, in the context of *inter partes* proceedings, by the other party to those proceedings. In this event, if no authorisation is submitted, the proceedings will continue as if no representative had been appointed. Where the request for registration of the right in rem is signed by the proprietor's representative who has already been designated as the representative for the EUTM in question, the requirements relating to signature and authorisations are fulfilled.

Articles 92(2), 93(1) EUTMR

The examination will include whether the recordal applicant (i.e. the EUTM proprietor or the pledgee) is obliged to be represented before the Office (see paragraph 2.4.4 above).

Rule 33(3) EUTMIR

The Office will inform the recordal applicant in writing of any deficiencies in the application. If the deficiencies are not remedied within the time limit set in that communication, which will normally be two months following the date of the notification, the Office will reject the request for registration of the right in rem. The party concerned may file an appeal against this decision. (See Decision 2009-1 of 16 June 2009 of the Presidium of the Boards of Appeal regarding Instructions to Parties in Proceedings before the Boards of Appeal).

Where the request 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 request, it will not be allowed to contest the existence or scope of the right in rem agreement.

Where the request for registration of the right in rem is submitted by the EUTM proprietor alone, the Office will not inform the pledgee. The examination of evidence of the right in rem will be done *ex officio*. The Office will disregard any statements or allegations of the pledgee regarding the existence or scope of the right in rem or its registration; the pledgee cannot oppose the registration of a right in rem.

Rule 33(3) EUTMIR

If the request is filed by the pledgee on the basis of a copy of the right in rem agreement, and where the Office has reasonable doubts as to the veracity of the documents, it will write to the pledgee inviting it to remove those doubts. The pledgee will then have the burden of proving that the right in rem exists, that is, it has to convince the Office of the veracity of the documents. In such a case, the Office may, within the scope of its *ex officio* power of examination (Article 76(1) EUTMR), invite the

EUTM proprietor to submit observations. If the proprietor claims that the documents are falsified, this will be enough for the Office to reject the registration of a right in rem unless the pledgee produces a Court order from an EU Member State in its favour. In any case, if the doubts cannot be removed, the registration of the right in rem will be refused. In such a case, the procedure always remains *ex parte* even though the EUTM proprietor is heard; it is not a party to the proceedings. The party concerned may file an appeal against this decision.

2.6 Registration procedure and publications

Rule 33(4) EUTMIR

The right in rem for EUTM application will be mentioned in the files kept by the Office for the European Union trade mark application concerned.

Rule 84(3)(h), Rule 85(2) EUTMIR

When the mark is registered, the right in rem will be published in the European Union Trade marks Bulletin and entered in the Register of European Union trade marks.

Rule 84(5) EUTMIR

The Office will notify the recordal applicant of the entry of the right in rem in the files kept by the Office. Where applicable, the EUTM applicant will also be notified.

Article 22(5) EUTMEUTMR Rule 84(3)(h), Rule 85(2) EUTMEUTMIR

For EUTMs, the Office will enter the right in rem in the Register of European Union trade marks and publish it in the European Union Trade Marks Bulletin.

Access to this information may be obtained through inspection of files (see the Guidelines, Part E, Register Operations, Section 5, Inspection of Files).

Rights in rem are published in Part C.5. of the Bulletin.

Rule 84(5) EUTMIR

The Office will inform the recordal applicant of the registration of the right in rem. When the request for registration of the right in rem was filed by the pledgee, the Office will also inform the EUTM proprietor of the registration.

3 Procedure for the Cancellation or Modification of the Registration of a Right in Rem

Rule 35(1) EUTMIR

The registration of a right in rem will be cancelled or modified at the request of an interested party, that is, the applicant or proprietor of the EUTM or the registered pledgee.

3.1 Competence, languages, submission of the request

Article 133 EUTMR
Rule 35(3), (6) and (7) EUTMIR

Paragraphs 2.1 and 2.2 above apply.

There is no Office form for registering the cancellation or modification of a right in rem.

3.2 Person submitting the request

Rule 35(1) EUTMIR

The request for the cancellation or modification of the registration of a right in rem may be submitted by:

- a) the EUTM applicant/proprietor and the pledgee jointly,
- b) the EUTM applicant/proprietor, or
- c) the registered pledgee.

3.2.1 Cancellation of the registration of a right in rem

Rule 35(4) EUTMEUTMIR

If the EUTM applicant/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 application 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 applicant/proprietor, the request must be accompanied by evidence establishing 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 applicant/proprietor will not be informed of this request. Any observations filed by the proprietor will be forwarded to the pledgee but will not preclude the cancellation of the registration of the right in rem. Paragraph 2.4.3.1 above applies *mutatis mutandis*.

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

Where the registration of several rights in rem has been requested simultaneously, it is possible to cancel one of these registrations individually. In such an event, a new recordal number will be created for the cancelled right in rem.

3.2.2 Modification of the registration of a right in rem

Rule 35(6) EUTMIR

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

If the request is submitted by the EUTM applicant/proprietor, proof of the modification of the registration of the right in rem is required only where the modification is of such a nature that it would diminish the rights of the registered pledgee under the right in rem. This would be the case, for example, of a change of the pledgee's name.

If the request is submitted by the registered pledgee, proof of the modification of the registration of the right in rem is required only where the modification, is of such a nature that it would extend the rights of the registered pledgee under the right in rem.

If proof of the modification of the registration of the right in rem is necessary, it is sufficient if any of the documents referred to above under paragraph 2.4.3.4 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/cancellation of the registration of a right in rem must show the right in rem in its amended form.
- The copy or extract of the right in rem agreement must show the right in rem in its amended form.

3.3 Contents of the request

Rules 26, 35 EUTMIR

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

3.4 Fees

3.4.1 Cancellation of the registration of a right in rem

Article 162(2) EUTMR
Rule 35(3) EUTMIR
Annex I A (27) EUTMR

The request for the cancellation of the registration of a right in rem is not deemed to have been filed until the required fee of EUR 200 per cancellation is paid. Where several cancellations are requested simultaneously or within the same request, and where the EUTM applicant/proprietor and the pledgee are the same in each case, the fee is limited to a maximum of EUR 1 000.

Once the corresponding fee has been paid, the fee will not be reimbursed if the request is refused or withdrawn.

3.4.2 Modification of the registration of a right in rem

Rule 35(6) EUTMIR

The modification of the registration of a right in rem is not subject to a fee.

3.5 Examination of the request

3.5.1 Fees

Rule 35(3) EUTMIR

Where the required fee for the request for the cancellation of the registration of a right in rem has not been received, the Office will notify the recordal applicant that the request is deemed not to have been filed.

3.5.2 Examination by the Office

Rule 35(2) and (4) EUTMIR

Paragraph 2.5.2 applies *mutatis mutandis* to the mandatory elements of the request, even for proof of the right in rem, to the extent that such proof is required.

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

Rules 35(6), 84(5) EUTMIR

The registration of the cancellation or modification of the right in rem will be communicated to the person who submitted the request; if the request was submitted

by the pledgee, the EUTM applicant/proprietor will receive a copy of the communication.

3.6 Registration and publication

Rule 84(3)(s), Rule 85(2) EUTMIR

For a registered EUTM, the creation, cancellation or modification of a registration of a right in rem will be entered in the Register of European Union trade marks and published in the European Union Trade Marks Bulletin under C.5.

For a EUTM application, the cancellation or modification of the right in rem will be mentioned in the files of the EUTM application concerned. When the registration of the EUTM is published, no publications will be made for rights in rem that have been cancelled, and if a right in rem has been modified, the data as modified will be published under C.5.

4 Procedure for the Transfer of a Right in Rem

4.1 Provision for the transfer of a right in rem

Rule 33(1) EUTMIR

A right in rem may be transferred.

4.2 Applicable rules

Rule 33(1) EUTMIR

The procedure for the registration of a transfer of a right in rem follows the same rules as the registration of a right in rem set out in paragraph 2 above.

Rule 33(1) and (4) EUTMIR
Annex I A (26) (b) EUTMR

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

5 Rights in Rem for Registered Community Designs

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

The legal provisions contained in the CDR, CDIR and CDFR in respect of rights in rem correspond to the respective provisions in the EUTMR and EUTMIR.

Therefore, both the legal principles and the procedure in respect of the registration, cancellation or modification of trade mark rights in rem apply *mutatis mutandis* to Community designs, except for the following specific procedures.

5.1 Multiple applications for registered Community designs

Article 37 CDR
Article 24(1) CDIR

An application for a registered Community design may be in the form of a multiple application, applying for several designs.

For the purposes of the legal effect of rights in rem, as well as of the procedure for registering rights in rem, individual designs contained in a multiple application will be dealt with as if they were separate applications, and the same 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 pledged independently of the others.

Annex (18) and (19) CDFR

The fee of EUR 200 for the registration of a right in rem or the cancellation of a right in rem applies per design and not per multiple application. The same is true for the ceiling of EUR 1 000 if multiple requests are submitted.

Example 1

Out of a multiple application for 10 designs, 6 designs are pledged, in favour of the same pledgee. The fee is EUR 1 000 provided that either a single request for registration of these 6 rights in rem is submitted or several requests are submitted on the same day.

Example 2

Out of a multiple application for 10 designs, 5 designs are pledged, in favour of the same pledgee. The registration for a right in rem is also requested for another design not contained in that multiple application. The fee is EUR 1 000 Euro provided that:

- either a single request for registration of these 6 rights in rem is submitted or several requests are submitted on the same day, and
- the holder of the Community design and the pledgee are the same in all 6 cases.

6 Rights in Rem for International Trade Marks

The Madrid System allows for the recording of rights in rem against an international registration (see Rule 20 [Common Regulations under the Madrid Agreement Concerning the International Registration of Marks and the Protocol Relating to that Agreement](#)). For the convenience of the users, the [MM19](#) form is available for requesting that a restriction of the holder's right of disposal be entered 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 holder or to the national IP Office of the holder or to the Office of a contracting party to whom the right in rem is granted or to the Office of the pledgee. The request cannot be submitted directly to the International Bureau by the pledgee. EUIPO's own Recordal Application form should not be used.

Detailed information on the recording of rights in rem can be found in Part B, Chapter II, paragraphs 92.01 to 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.