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P.L. 105-330 112 Stat. 3064 October 30 1998 I 1998

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105TH CONGRESS
*2d Session*

SENATE

TREATY DOC.
105–35

# TRADEMARK LAW TREATY WITH REGULATIONS

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## MESSAGE

FROM

# THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

TRADEMARK LAW TREATY DONE AT GENEVA OCTOBER 27, 1994, WITH REGULATIONS. THE TREATY WAS SIGNED BY THE UNITED STATES ON OCTOBER 28, 1994



JANUARY 29, 1998.—Treaty was read the first time and, together with the accompanying papers, referred to the Committee on Foreign Relations and ordered to be printed for the use of the Senate

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U.S. GOVERNMENT PRINTING OFFICE

59–118 WASHINGTON : 1998

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## LETTER OF TRANSMITTAL

THE WHITE HOUSE, *January 29, 1998.*

*To the Senate of the United States:*

I transmit herewith for advice and consent to ratification, the Trademark Law Treaty done at Geneva October 27, 1994, with Regulations. The Treaty was signed by the United States on October 28, 1994. I also transmit for the information of the Senate, the report of the Department of State with respect to the Treaty, accompanied by a detailed analysis of the Treaty and Regulations, prepared by the Department of State and the Patent and Trademark Office of the Department of Commerce.

Ratification of the Treaty is in the best interests of the United States. The Treaty eliminates many of the burdensome formal requirements that now exist in the trademark application and registration maintenance processes of many countries. Those requirements cause considerable expense and delay for trademark owners. The Treaty is aimed at standardizing and simplifying the application process so that the application will be accepted and processed by the trademark offices of all parties to the Treaty.

I recommend, therefore, that the Senate give early and favorable consideration to the Trademark Law Treaty with Regulations and give its advice and consent to ratification.

WILLIAM J. CLINTON.



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## LETTER OF SUBMITTAL

DEPARTMENT OF STATE,
*Washington, November 24, 1997.*

The PRESIDENT,
*The White House.*

THE PRESIDENT: I have the honor to submit to you, with a view to its transmission to the Senate for advice and consent to ratification, the Trademark Law Treaty (hereinafter, the "Treaty") done at Geneva, October 27, 1994, with Regulations. The Treaty was signed by the United States on October 28, 1994. The Treaty will simplify the protection of trademarks and service marks for U.S. trademark owners by eliminating unnecessary formalities.

The Treaty entered into force on August 1, 1996. Seven countries are currently party to it. The provisions of the Treaty will make it easier for U.S. trademark owners to protect their valuable trademarks in those countries that become party to the Treaty. The Treaty's most important contribution is that it eliminates many of the formal requirements that now exist in the trademark application and registration maintenance process of many countries. Those requirements cause considerable expense and delay for trademark owners. The Treaty also provides assurances to trademark applicants and to holders of trademark applications and registrations that a document filed by the trademark owner or his/her attorney, if completed properly, will be accepted by the trademark office of every member State.

In addition, the Treaty will bring a number of practical improvements to the trademark application and registration maintenance process.

Applicants will be able to file trademark applications for protection under multiple goods or services classifications; these applications will mature into multiple class registrations.

All member States will be obliged to accept applications for and register service marks as well as goods marks.

Trademark owners and applicants will be able to record a change, such as a change of address, assignment of trademark rights, or appointment of a representative, for all of a trademark's relevant applications or registrations, by filing a single request.

With two minor exceptions, applicants and registrants will no longer need to undertake the often cumbersome process of legalizing signatures.

Further, the duration of the initial period of registration and of each renewal period will be ten years.



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Implementation of the Treaty will require only limited changes to U.S. law; implementing legislation has been passed by the House.

Attached hereto is a further analysis of the Treaty's articles, prepared by the Department of State and the Patent and Trademark Office of the Commerce Department.

Prompt ratification of the Treaty will demonstrate the commitment of the United States to the effective protection of intellectual property and encourage other countries to join this system for the protection of trademarks.

I recommend, therefore, that the Trademark Law Treaty with Regulations be transmitted to the Senate as soon as possible for its advice and consent to ratification.

Respectfully submitted,

STROBE TALBOT.

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## ANALYSIS OF THE 1994 TRADEMARK LAW TREATY

**Article 1** of the Treaty sets out the definitions of certain terms such as "Office", "registration", "application", "person", etc. The definitions are identical to those in a number of other treaties administered by the World Intellectual Property Organization. The expression "Contracting Party" is defined as "any State or intergovernmental organization party to this Treaty."

**Article 2** of the Treaty sets forth the types of marks to which the Treaty applies. The Article states that the Treaty applies to marks that consist of visible signs and specifically excepts certain unusual types of marks from coverage, e.g., hologram marks, sound marks, olfactory marks, certification marks, collective marks, and guarantee marks. However, even with these exceptions, the Treaty will cover ninety-nine percent of the marks filed in the United States Patent and Trademark Office.

**Article 3** of the Treaty sets forth a list of all elements that a Contracting Party may require for a completed application. A Contracting Party need not require all of the listed elements. As to the applicant, the list includes, *inter alia,* the name and address of the applicant and its representative, the applicant's State(s) of nationality, if any, domicile, and real and effective commercial or industrial establishment, and, if the applicant is a legal entity, the nature of the entity and the State (and, where applicable the territorial unit within the State) under the law of which the legal entity is organized. The Contracting Party may also require that the application contain an explicit request for registration and any claim of priority based on an earlier filed trademark application or on the use of the mark at an exhibition.

With regard to the drawing of the mark, the Treaty permits a Contracting Party to require explicit statements, where applicable, claiming that the mark is in standard characters, in color, or three-dimensional. Contracting Parties may require that applicants submit reproductions of the mark and a translation or transliteration of the mark, if appropriate.

As to applications relating to multiple goods and services, applicants may be required to group the goods and services in the application according to the classes set out in the *International Classification of Goods and Services for the Purposes of the Registration of Marks under the Nice Agreement* (hereinafter, the "Nice Classification"), present them in class order, and precede each group with the relevant class number.

Article 3 provides that a Contracting Party may require that the application include a declaration of intent to use the mark, as required by the law of the Contracting Party, signed by the applicant. The applicant may file, instead of or in addition to the declaration of intention to use the mark, a declaration of actual use of the mark and evidence to that effect, as required by the law of the Contracting Party. Where an application has been submitted with a declaration of intent rather than a declaration of actual use, a Contracting Party may require the applicant to furnish, within a time limit



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fixed by law subject to the minimum period prescribed in the Regulations, evidence of actual use of the mark. These provisions will allow the United States to continue its legal requirements concerning declarations of use and intent to use.

Article 3 allows a Contracting Party to require that the application be signed by the applicant or the applicant's representative, and that the declaration of intent to use or actual use of the mark be signed by the applicant. The Contracting Party may require an application fee and that the application be in the appropriate language.

The Article provides that if the application is presented in writing on paper, includes the required elements, is in the correct language, and is on the model form, no Contracting Party may refuse to accept it. If the Contracting Party allows the transmittal of an application by facsimile, and such an application is "faxed" to the Contracting Party, it must be accepted.

No Contracting Party may demand that requirements other than those identified in Article 3 be complied with regarding the application. The Contracting Party may not require a certificate of or extract from a register of commerce, proof that applicant is carrying on an industrial or commercial activity, or the furnishing of any evidence that the mark has been registered in another Contracting Party, (or of a State party to the Paris Convention for the Protection of Industrial Property (hereinafter, the "Paris Convention") that is not a Contracting Party), except where the applicant makes a claim under 6 *quinquies* of the Paris Convention. Finally, Article 3 provides that a Contracting Party that reasonably doubts the veracity of any indication or element contained in the application may require that evidence be furnished in support of that indication or element.

The purpose of the Article is to present a list of all requirements that may be imposed for any trademark application. During the pendency of an application, no Contracting Party may ask for any elements of information which do not appear in this list. Aside from harmonizing the requirements for an application among the Contracting Parties, the Article offers an applicant the certainty that if the application form is filled in correctly and accompanied by the correct fee, the application will be accepted, given a filing date, and processed.

**Article 4** sets forth the elements which any Contracting Party may require of an applicant or registrant when it appoints a representative for the purposes of any procedure before the Office in the Contracting Party responsible for the registration of marks (hereinafter, the "Office") or establishes an address for service. First, any Contracting Party may require that any person appointed as a representative be admitted to practice before the Office. For the purposes of any procedure before the Office, a person who does not have a domicile or a real and effective industrial or commercial establishment in the Contracting Party's territory may be required to appoint a representative. If, under those circumstances, the Contracting Party does not require a representative, the Contracting Party may require that an address for service in its territory be provided. The Contracting Party may require that the appointment of a representative be in a separate



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communication with the Office and be signed by the applicant for or owner of the mark(s) in question. Further, the Contracting Party may require that a power of attorney that gives the representative the right to withdraw an application or surrender a registration contain express language to that effect. Where a communication is received from a person claiming to be the representative of the applicant or registrant, and the Office has no record of such an appointment, the Office may require that a power of attorney be filed within a fixed time limit. Any Contracting Party may require that such communications be in the language of the Office.

In turn, the Office must accept powers of attorney submitted in writing on paper, if the power is submitted on the model form. Further, if the Office allows the transmittal of communications by facsimile, it must accept a power of attorney meeting the requirements set out for written powers of attorney, if sent by facsimile. Contracting Parties may impose no requirements concerning the appointment of a representative or the establishment of an address for service other than those previously listed. However, a Contracting Party may require evidence in these matters where the Office reasonably doubts the veracity of the information supplied concerning the appointment of a representative or the establishment of an address for service.

This Article, by setting out the requirements which an Office may ask of any applicant when it appoints a representative or sets out its address for service, is intended to ensure that an applicant's request to appoint a representative or submit its address for service will be processed and communications from the Office will be sent to the correct representative and to the correct address.

**Article 5** sets forth the list of all elements the receipt of which may be used to determine the filing date to be accorded to an application. A Contracting Party may require that the application be in a language accepted by the Office and include: a request for registration, express or implied; sufficient information to identify the applicant and to contact the applicant or its representative by mail; a sufficiently clear reproduction of the mark; and a list of the goods or services for which registration is sought. Further, a Contracting Party may require, at the time of filing, either a declaration of intention to use the mark, as required by the law of the Contracting Party, or a declaration of actual use of the mark and evidence to that effect, as required by the law of the Contracting Party.

The Contracting Party may accord a filing date if less than all of the elements from the list are supplied or if the application is in a different language. A fee may be required at the time of filing but only if a fee was required by the Contracting Party at the time it became a party to the Treaty.

The regulations under the Treaty indicate the modalities and time limits for corrections to any of the elements in the list.

Contracting Parties may make no requirements regarding the filing date other than those set out in the list.



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The purpose of the Article is to present a complete list of requirements for obtaining a filing date. No Contracting Party may ask for any elements of information that do not appear in this list. Aside from harmonizing the requirements for receiving a filing date among Contracting Parties, Article 5 offers an applicant the certainty that if the application form is filled in correctly and accompanied by the correct fee, the application will be accepted and given a filing date.

**Article 6** states that a multiple class application shall result in a multiple class registration.

**Article 7** permits an applicant to divide the goods or services of the original application into two or more new (divisional) applications. These divisional applications will retain the filing date and right of priority, if any, of the original application. The Contracting Party may charge a fee for dividing the application. The application may be divided: until there is a decision by the Office on the registration of the mark; during any opposition proceedings concerning the mark; or during any appeal from the opposition proceedings. Registrations may also be divided during any proceeding during which the validity of the registration is challenged before the Office or during any appeal resulting from such a proceeding. However, an Office may prohibit division of a registration if its law permits opposition proceedings prior to registration of a mark.

U.S. law already permits the division of applications. This provides a real benefit to an applicant whose application is refused as to a particular class of goods and/or services.

**Article 8** states that for communications on paper that require a signature, a handwritten signature will be sufficient, although the Office may also allow other types of signatures, e.g. stamps or seals. A Contracting Party is free to require that a seal be used by its own national who is a natural person whose address is in the Contracting Party's territory. Further, where a seal is used, the Contracting Party may require that the communication indicate, in letters, the name of the person whose seal is used.

Where the Contracting Party permits communication by facsimile, the Contracting Party shall consider that the communication is signed if the signature appears on the facsimile. Under those circumstances, the Contracting Party may require the original of the faxed communication be filed within the time period, set out in Rule 6(2) as not less than one month from receipt of the facsimile. Where the Contracting Party allows transmittal of documents electronically, it shall consider the communication signed if the communication identifies the sender by a means prescribed by the Contracting Party.

No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature or other means of self-identification except, if the Contracting Party's law so provides, where the signature concerns the surrender of a registration.



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This Article is one of the most important in the Treaty as the requirements in many countries for legalization, authentication, notarization, etc., are among the most vexing, time-consuming, and expensive parts of the trademark application and registration process. By simplifying the requirements for signature, the Treaty streamlines the application and registration process without sacrificing the orderly maintenance of an effective registration system.

**Article 9** requires that each registration or publication of an Office that concerns an application or registration and that indicates the goods and/or services shall set out the goods and/or services by their names, grouped according to the classes in the Nice Classification and preceded by the class number.

The Article also sets forth two presumptions. First, goods or services which are in the same class of the Nice Classification may not be considered similar to each other merely because they appear in the same class and, second, goods or services may not be considered dissimilar to each other merely because they appear in different classes of the Nice Classification.

**Article 10** sets forth all the requirements that an Office may impose before it records either a change in the name or address of the applicant or registrant, or a change of name or address of applicant's or registrant's representative. Where the request for recordal of change is submitted on paper, in the correct language, with a fee, on the proper model form, and signed by the applicant, the registrant or an authorized representative, the Office must accept and record the change. The Office may require that the request indicate: the name and address of the registrant; the name and address of the representative, if any; the serial number(s) of the application(s) and/or registration(s) to which the recordal relates; and, where there is an address for service, such address.

If the Office permits the filing of papers by facsimile, then it must accept and record requests for changes of name and address, if such "faxed" requests meet the requirements for a written recordal.

No Contracting Party may make any other requirements in regard to requests for the recordal of a change in the name or address of the applicant or registrant, or a change of name or address of applicant's or registrant's representative. However, a Contracting Party may require that evidence concerning the request be supplied to the Office if the Office reasonably doubts the veracity of the information in the request.

**Article 11** concerns requests to record changes of ownership regarding trademark applications and registrations. Any Contracting Party may require that a request for recordal of change in ownership be in the proper language, be accompanied by a fee, be signed by either the old owner or its representative or the new owner or its representative, contain a list of the appropriate registration or application serial number(s), and contain the following information: the holder's name and address; where the holder has a representative, the representative's name and address; where the holder has an address for



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service, such address; the new owner's name and address; where the new owner has a representative, the representative's name and address; where the new owner is required to have an address for service, such address; where the new owner is a legal entity, the legal nature of that entity and the State (and where applicable, the territorial unit within that State) under the law of which the said legal entity has been organized; the name of the State of which the new owner is a national if he is the national of any State; the name of a State in which the new owner has his domicile, if any; and the name of the State in which the new owner has a real and effective industrial or commercial establishment, if any.

Requests may be made on paper or, if the Contracting Party permits communications to the Office via facsimile, the request may be made by facsimile meeting the requirements set out for written requests.

If the change in ownership results from a contract, a Contracting Party may require that the request indicate that fact and may further require that it be accompanied, at the requester's option, by one of the following: a certified copy of the contract, with translation; a certified extract of the contract, with translation; an uncertified certificate of transfer signed by the old and new owners and meeting the requirements of the regulations; or an uncertified transfer document, signed by the old and new owners, meeting the requirements of the regulations.

If the change in ownership is the result of a merger or other event, the requester may be required to submit a statement of the reason for the transfer, e.g., a merger, a court ordered transfer of ownership rights, a transfer by operation of law, etc., and a certified copy of the official document evidencing the change accompanied by a translation of such document.

Where application(s) or registration(s) being transferred are owned by several co-owners, the Contracting Party may require the written consent of all owners to the transfer.

The Contracting Party must process a request for the transfer of multiple applications and/or registrations as long as the request concerns the same old owner, the same new owner, and all of the application and registration numbers are set out in the request. Where a pertinent application number has not yet been assigned, or is not known to the applicant or the applicant's representative, the request is sufficient if it otherwise identifies the application as prescribed in the regulations.

Where national law permits, and the request is to transfer only part of the goods and/or services in the application or registration, the Contracting Party shall create a separate application or registration for the assigned goods and/or services.

The Contracting Party may impose no other requirements than those listed in the Article. However, a Contracting Party may ask for evidence when it reasonably doubts the veracity of the information supplied in the request to record a change of ownership.



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The purpose of the Article is to present a complete list of the requirements that a Contracting Party may demand before it will record the assignment of a trademark application or registration. The recordal of assignments is important. Often valuable rights depend on being able to show that one owns the trademark registration in question. Therefore, the simplification of this process, through the list of requirements, is invaluable.

**Article 12** concerns the correction of a mistake in any request filed with the Contracting Party or in any of the Contracting Party's application or registration records. No Contracting Party shall refuse a request for the correction of a mistake if such a request: is submitted in the correct language; is on the proper form; is accompanied by a proper fee; is signed by the owner or the owner's representative; includes the name and address of the owner, the name and address of the owner's representative, if any, and the owner's address for service, if any; and indicates the application and/or registration number(s) to which the request applies.

Requests may be made on paper or, if the Contracting Party permits communications to the Office via facsimile, the request may be made by a facsimile meeting the requirements set out for written requests.

A single request may relate to multiple applications and/or registrations if all the applications and/or registrations are owned by the same person, the correction involves an identical mistake as to each application and/or registration, and a list of all the relevant application and/or registration numbers is included in the request. Where a pertinent application number has not yet been assigned, or is not known to the applicant or the applicant's representative, the request is sufficient if it otherwise identifies the application as prescribed in the regulations.

Mistakes made by the Office should be corrected, either *sua sponte* or at the request of the owner, without any fee.

The Contracting Party may make no other requirements than those listed in the Article. However, a Contracting Party may ask for evidence when it reasonably doubts the veracity of the information in the request for correction.

A Contracting Party is not obliged to apply this Article to a mistake where the Contracting Party's law does not permit the correction of that particular mistake.

**Article 13** sets out the permissible parameters for the renewal of a registration. The Contracting Party may require that there be a specific request for renewal, in the proper language, and accompanied by a fee. In addition, the Contracting Party may require any or all of the following: name and address of the owner of the registration; name and address of the owner's representative, if any; an address for service; the registration number; and the filing date of the application which matured into the subject registration or the registration date of the registration. If the Contracting Party allows partial renewal,



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then it may require either a list of the goods and/or services for which renewal is sought or a list of the goods and/or services for which no renewal is sought. Such a list must be grouped according to the classes of the Nice Classification and each group must be preceded by the proper class number. If the Contracting Party permits someone other than the owner or its representative to file a renewal request, then that person must submit its name and address. The Contracting Party may require that the renewal request be signed by the person submitting the renewal. Once the fee for initial registration or renewal is paid, no other maintenance fee may be assessed for that period, although fees relating to declarations and evidence of use are not to be considered maintenance fees.

The Contracting Party may set the time periods for filing the renewal request and the fee, subject to the limitations in the regulations. Rule 8 of the regulations provides that the period during which a renewal may be filed shall start at least six months before the date on which the renewal is due and shall end at the earliest six months after that date. Rule 8 further provides that if the renewal request is made after the date on which the renewal is due, the Contracting Party may charge an additional fee.

The Contracting Party may impose no requirements other than those set out in the Article. However, a Contracting Party may require evidence in cases where there is a reasonable doubt as to the veracity of any information supplied as part of the renewal. No Contracting Party may make a substantive examination at the time of renewal. The duration of the initial period of registration and the duration of each renewal shall be ten years.

This section of the Treaty will require significant changes in United States law. Currently, a request for renewal in the United States must be accompanied by an affidavit stating that the mark is still in use in commerce and specimens showing that use. Under the provisions of the Treaty, an affidavit and proof of use cannot be required as part of the request for renewal. However, the Treaty does not preclude Contracting Parties from requiring evidence of use as part of the maintenance process. Therefore, the United States may still continue to require evidence and proof of use for the maintenance, although not renewal, of registrations.

**Article 14** provides that where there is a request for renewal, change of name or address, change in ownership, or the correction of a mistake, it may not be refused totally, or in part, without giving the requesting party an opportunity to respond to the intended refusal within a reasonable time limit.

**Article 15** provides that all Contracting Parties must comply with the provisions of the Paris Convention concerning marks.

**Article 16** provides that all Contracting Parties must register service marks and apply to such marks the provisions of the Paris Convention which concern trademarks.



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**Article 17** concerns the regulations for the Treaty and provides that the regulations deal with matters that the Treaty expressly states will be dealt with in the regulations, with any details useful in implementing the Treaty, and with any administrative requirements, matters or procedures. In addition, the Article states that in the case of a conflict, the provisions of the Treaty shall prevail over the provisions of the regulations.

**Article 18** states that the Treaty may be revised by a diplomatic conference and that protocols for the purpose of further developing the harmonization of marks may be adopted by such a diplomatic conference for the Treaty so long as such protocols do not contravene the provisions of the Treaty.

**Article 19** sets forth what entities may become parties to the Treaty and how to determine the date of deposit of any entity's instruments of ratification or accession. The following entities may ratify or accede to the Treaty: any state that registers marks in its own Office; any intergovernmental organization that has an Office registering marks with effect in all of its members, or in those designated in the relevant application, provided that all the member States of the intergovernmental organization are members of WIPO; States where marks may only be registered through an Office in another State that is a WIPO member; States where marks may only be registered through an intergovernmental organization; and States where marks may be registered through an Office common to a group of WIPO members.

Any entity, at the time of the deposit of its instrument of ratification or accession to the Treaty, may do so declaring that the deposit does not become effective until some other named entity deposits its instrument of ratification or accession. If such a condition is made, the effective date of deposit is the date on which the condition is met. Such a declaration may be withdrawn at any time. If the deposit is not conditional, the date the deposit becomes effective is as follows: for any State that registers marks in its own Office, the actual date of deposit; for any eligible intergovernmental organization, the date of deposit; for any eligible State where marks may be registered only through an Office in another State, the date on which both have deposited; for any eligible State where marks may be registered only through an intergovernmental organization, the date of the intergovernmental organization's deposit; for any eligible State where marks may be registered only through a common Office, the date on which every State using that Office has deposited.

**Article 20** sets out the rules concerning effective date of ratifications and accessions. First, only entities described in Article 19 may accede or ratify. Second, the Treaty enters into force three months after five States have deposited instruments of ratification or accession. Third, any entity that ratifies or accedes to the Treaty after the first five States have ratified or acceded shall be bound by the Treaty three months after it deposits its instrument of ratification or accession.

**Article 21** states that any Contracting Party may, at the time it deposits its instrument of ratification or accession, declare that any of the provisions of certain specified articles of



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the Treaty shall not apply to associated marks, defensive marks or derivative marks. The specified articles concern: the elements in a complete application and the use of the model form for the application; the requirements for a filing date; the requirements to divide an application or registration; the requirements for filing a change in owner; and the provisions as to the renewal of the registration.

Such a reservation may be withdrawn at any time and no other reservations may be made to the provisions of the Treaty.

**Article 22** sets out the transitional provisions of the Treaty. These provisions are time-limited exceptions to the provisions of the Treaty that a Contracting Party may elect at the time the Contracting Party accedes or ratifies. No Contracting Party may elect a transitional provision unless the continued application of its law would, without such a declaration, then be contrary to the relevant provision of the Treaty. Any election of any transitional provision may be withdrawn at any time.

All transitional provisions must end for developing countries, (so regarded in conformity with the established practice of the General Assembly of the United Nations) and intergovernmental organizations whose members are all developing countries, as of August 1, 2004; for all other Contracting Parties, as of August 1, 2002.

The following transitional provisions may be elected: applications must be limited to a single class of the Nice Classification; a multiple class application may become single class registrations so long as each registration refers to every other resulting registration; if the Contracting Party has elected to accept only single class applications, then it may also elect not to divide applications and registrations; a separate power of attorney must be filed for each application or registration; the requirement may be made that signature on any power of attorney be notarized, authenticated, attested to, certified or legalized; a separate request must be made for each application or registration in order to change a name or address, change ownership, or correct a mistake; a declaration and evidence of use may be required at the time of renewal; and substantive examination may be made at the time of the first renewal of a registration for a service mark if the service mark registration was based on an application filed during the six-month period when the Contracting Party in question began registering service marks.

Finally, until December 31, 1999, any State that, at the time of adoption of this Treaty, registers marks in its own Office and is a Contracting Party of the Paris Convention, but not a Contracting Party of WIPO, may join this Treaty.

**Article 23** states that the Treaty may be denounced through notification to the Director General of WIPO. Such denunciation will take effect one year after notification and will not affect any application in process or registration made under the provisions of this Treaty at the time the one-year period expires. At the end of such one year period, the denouncing former Contracting Party may discontinue applying the Treaty to any registration as of the date it is due for renewal.



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**Article 24** states that the Treaty shall be signed in a single original in English, Arabic, Chinese, French, Russian and Spanish. All texts are equally authentic. Further a Contracting Party may request that the Director General of WIPO, after consultation with other interested Contracting Parties, produce an official text in another language. Finally, the Treaty remained open for signature for one year after adoption. That one-year period expired October 27, 1995.

**Article 25** states that the Director General of WIPO is the depository of the Treaty.



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**Analysis of the Trademark Law Treaty Regulations**

**Rule 1** contains the definitions of "Treaty" and "Article" and a statement that the abbreviated expressions defined in Article 1 of the Treaty shall have the same meaning when used in the Regulations.

**Rule 2** sets outs specific details which may be required by a Contracting Party when communications to the Contracting Party's Office contain names and addresses. Where the name of a natural person is required, the Contracting Party may require that the person indicate family and given names or, at the person's option, the name or names customarily used by the person. If a legal entity's name is required, the entity must supply its full official designation. If the name is that of a representative that is a firm or partnership, then the Contracting Party's Office must accept the name that the firm or partnership customarily uses.

As to addresses, a Contracting Party may require the address be set out in a way that satisfies the ordinary requirements for prompt postal delivery. Where two or more persons with different addresses communicate with the Contracting Party on a single matter, the Contracting Party may require that a single address be indicated for correspondence. Addresses may also contain telephone and facsimile numbers.

Contracting Parties may require that the names and addresses be in a script used by the Office.

**Rule 3** contains specific details concerning application requirements. In cases where the applicant has indicated that its mark should be published and registered in standard characters used by the Contracting Party's Office, the Office shall do so.

In cases where the applicant does not claim color as a distinctive feature of the mark, a Contracting Party may require no more than: five black and white reproductions of the mark where the mark is not to be published and registered in standard characters; or one black and white reproduction of the mark where the applicant states that it wishes the mark to be published and registered in standard characters. Where the applicant claims color as a distinctive feature of the mark, a Contracting Party may require no more than five black and white reproductions and five color reproductions of the mark.

In cases where the applicant claims the mark is three-dimensional, the reproduction of the mark shall be a two-dimensional graphic or photographic reproduction. Such a reproduction may, at the applicant's option, consist of a single or multiple views of the mark. An Office that does not consider that the applicant's reproduction of the mark is sufficient to show the particulars of the mark, may request up to six different views and/or a description by words of the mark. Further, if the Office considers that the different views or the description of the mark supplied by the applicant at the Office's



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request do not sufficiently show the particulars of the three-dimensional mark, the Office may ask the applicant to supply an actual example of the mark.

Where the mark is set out in an alphabet, numerals or script not used by the Office, the Office may require a transliteration of such matter into the alphabet, script or numerals, as appropriate, used by the Office.

Where the mark consists of or contains words not in a language used by the Office, a translation of such words, into a language used by the Office, may be required.

Where a Contracting Party permits an application to be filed based on a bona fide intention to use the mark in commerce, the Contracting Party must allow the applicant a time period of at least six months, after the application has been allowed for publication, to supply its declaration and evidence of use. Further, applicant shall have the right to extend the six-month time limit by periods of at least six months each up to a total period of two and a half years.

**Rule 4** states that where a communication is received from a person claiming to be the representative of the applicant or registrant, and the Office has no record of such an appointment, the Office may require that a power of attorney be filed within a fixed time limit. The time limit shall be at least one month where the address of the person on behalf of whom the communication is made is in the territory of the Contracting Party and at least two months where the address is not in the territory of the Contracting Party.

**Rule 5** concerns the filing date of applications. It provides that where the application does not comply at the time of receipt by the Office with any of the requirements[1] of Article 5(1)(a) and (2)(a), the Office shall invite the applicant to comply with such requirements and give the applicant at least one month from the date of the notice to do so if applicant's address is in the Contracting Party's territory, or two months, if applicant's address is not in the Contracting Party's territory. The Office may charge a special fee for the response to the notice. Further, even if the Office fails to send a notice, the requirements for receiving a filing date will remain unaffected.

If applicant timely responds to the notice inviting compliance within the specified time period and pays any required special fee, the filing date of the application shall be the date upon which all the requirements in Article 5(1)(a) and (2)(a), if applicable, have

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[1] Articles 5(1)(a) and (2)(a) set out the following requirements for the application at the time of filing: a fee, if required by the Contracting Party's Law; a request for registration, express or implied; sufficient information to identify the applicant and to contact the applicant or its representative by mail; a sufficiently clear reproduction of the mark; a list of the goods or services for which registration is sought; and, if applicable under the Contracting Party's law, either an allegation of bona fide intention to use the mark, or an allegation of actual use of the mark accompanied by actual proof of use.



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been received by the Office. Otherwise, the application may be treated as if it had not been filed.

Each Contracting Party is free to determine what constitutes receipt of a payment or document where the payment or document is delivered to a branch office, to a national Office on behalf of an intergovernmental organization, to an official postal service or to a delivery service, specified by the Contracting Party, other than the official postal service.

Where a Contracting Party permits the filing of an application by facsimile, the date of receipt of the facsimile by the Office shall be the filing date of the application. In such cases, the Contracting Party may require that an original of such application be received by the Office within a time period of at least one month from the receipt of the facsimile.

**Rule 6** concerns signatures and seals. Where a communication is signed for a legal entity, any Contracting Party may require that the natural person who signed the communication or whose seal is used be identified by his or her family and given names or, at that person's option, by the name or names customarily used by that person.

Where a Contracting Party permits communication by facsimile, the Office shall consider that the communication is signed if the signature appears on the facsimile. Under those circumstances, the Office may require an original of the faxed communication be filed within a set time period of not less than one month from receipt of the facsimile.

Any Contracting Party may require that a signature or seal be accompanied by an indication of the date of signing or sealing. If such a date is not supplied, the Office shall use the date of receipt of the document or, if the Contracting Party so allows, an earlier date as the date of signature.

**Rule 7** states that where the Office requires that an application be identified by its application number, but such a number is either not issued or unknown to the applicant or its representative, the applicant or its representative may identify the application in the following ways: the provisional application number, if any; a copy of the application; or a reproduction of the mark accompanied by an indication, to the best knowledge of the applicant or its representative, of the filing date of the application, and an identification number given to the application by the applicant or its representative. A Contracting Party may make no other requirements concerning the identification of an application where the application number is unknown to the applicant or its representative.

**Rule 8** states that a Contracting Party must afford a period of at least six months before and six months after the renewal date for the filing of the request for renewal and payment of the fee. If the request is made or the fees are paid after the date on which the renewal is due, any Contracting Party may require an additional fee.

The Regulations also include Model International Forms.



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# Trademark Law Treaty

and

# Regulations

Done at Geneva on October 27, 1994

World Intellectual Property Organization
GENEVA 1995

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# TRADEMARK LAW TREATY

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## Article 1

## Abbreviated Expressions

For the purposes of this Treaty, unless expressly stated otherwise:

(i) "Office" means the agency entrusted by a Contracting Party with the registration of marks;

(ii) "registration" means the registration of a mark by an Office;

(iii) "application" means an application for registration;

(iv) references to a "person" shall be construed as references to both a natural person and a legal entity;

(v) "holder" means the person whom the register of marks shows as the holder of the registration;

(vi) "register of marks" means the collection of data maintained by an Office, which includes the contents of all registrations and all data recorded in respect of all registrations, irrespective of the medium in which such data are stored;

(vii) "Paris Convention" means the Paris Convention for the Protection of Industrial Property, signed at Paris on March 20, 1883, as revised and amended;

(viii) "Nice Classification" means the classification established by the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, signed at Nice on June 15, 1957, as revised and amended;

(ix) "Contracting Party" means any State or intergovernmental organization party to this Treaty;

(x) references to an "instrument of ratification" shall be construed as including references to instruments of acceptance and approval;

(xi) "Organization" means the World Intellectual Property Organization;

(xii) "Director General" means the Director General of the Organization;

(xiii) "Regulations" means the Regulations under this Treaty that are referred to in Article 17.



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## Article 2

## Marks to Which the Treaty Applies

(1) [ *Nature of Marks* ] *(a)* This Treaty shall apply to marks consisting of visible signs, provided that only those Contracting Parties which accept for registration three-dimensional marks shall be obliged to apply this Treaty to such marks.

*(b)* This Treaty shall not apply to hologram marks and to marks not consisting of visible signs, in particular, sound marks and olfactory marks.

(2) [ *Kinds of Marks* ] *(a)* This Treaty shall apply to marks relating to goods (trademarks) or services (service marks) or both goods and services.

*(b)* This Treaty shall not apply to collective marks, certification marks and guarantee marks.

## Article 3

## Application

(1) [ *Indications or Elements Contained in or Accompanying an Application; Fee* ] *(a)* Any Contracting Party may require that an application contain some or all of the following indications or elements:

(i) a request for registration;

(ii) the name and address of the applicant;

(iii) the name of a State of which the applicant is a national if he is the national of any State, the name of a State in which the applicant has his domicile, if any, and the name of a State in which the applicant has a real and effective industrial or commercial establishment, if any;

(iv) where the applicant is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(v) where the applicant has a representative, the name and address of that representative;



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[ Article 3(1)*(a)*, continued ]

(vi) where an address for service is required under Article 4(2)*(b)*, such address;

(vii) where the applicant wishes to take advantage of the priority of an earlier application, a declaration claiming the priority of that earlier application, together with indications and evidence in support of the declaration of priority that may be required pursuant to Article 4 of the Paris Convention;

(viii) where the applicant wishes to take advantage of any protection resulting from the display of goods and/or services in an exhibition, a declaration to that effect, together with indications in support of that declaration, as required by the law of the Contracting Party;

(ix) where the Office of the Contracting Party uses characters (letters and numbers) that it considers as being standard and where the applicant wishes that the mark be registered and published in standard characters, a statement to that effect;

(x) where the applicant wishes to claim color as a distinctive feature of the mark, a statement to that effect as well as the name or names of the color or colors claimed and an indication, in respect of each color, of the principal parts of the mark which are in that color;

(xi) where the mark is a three-dimensional mark, a statement to that effect;

(xii) one or more reproductions of the mark;

(xiii) a transliteration of the mark or of certain parts of the mark;

(xiv) a translation of the mark or of certain parts of the mark;

(xv) the names of the goods and/or services for which the registration is sought, grouped according to the classes of the Nice Classification, each group preceded by the number of the class of that Classification to which that group of goods or services belongs and presented in the order of the classes of the said Classification;

(xvi) a signature by the person specified in paragraph (4);

(xvii) a declaration of intention to use the mark, as required by the law of the Contracting Party.

*(b)* The applicant may file, instead of or in addition to the declaration of intention to use the mark referred to in sub-paragraph *(a)*(xvii), a declaration of actual use of the mark and



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[ Article 3(1)*(b)*, continued ]

evidence to that effect, as required by the law of the Contracting Party.

*(c)* Any Contracting Party may require that, in respect of the application, fees be paid to the Office.

(2) [ *Presentation* ] As regards the requirements concerning the presentation of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if it is presented, subject to paragraph (3), on a form corresponding to the application Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the application is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to paragraph (3), to the application Form referred to in item (i).

(3) [ *Language* ] Any Contracting Party may require that the application be in the language, or in one of the languages, admitted by the Office. Where the Office admits more than one language, the applicant may be required to comply with any other language requirement applicable with respect to the Office, provided that the application may not be required to be in more than one language.

(4) [ *Signature* ] *(a)* The signature referred to in paragraph (1)*(a)*(xvi) may be the signature of the applicant or the signature of his representative.

*(b)* Notwithstanding subparagraph *(a)*, any Contracting Party may require that the declarations referred to in paragraph (1)*(a)*(xvii) and *(b)* be signed by the applicant himself even if he has a representative.

(5) [ *Single Application for Goods and/or Services in Several Classes* ] One and the same application may relate to several goods and/or services, irrespective of whether they belong to one class or to several classes of the Nice Classification.



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(6) [ *Actual Use* ] Any Contracting Party may require that, where a declaration of intention to use has been filed under paragraph (1)*(a)*(xvii), the applicant furnish to the Office within a time limit fixed in its law, subject to the minimum time limit prescribed in the Regulations, evidence of the actual use of the mark, as required by the said law.

(7) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) and (6) be complied with in respect of the application. In particular, the following may not be required in respect of the application throughout its pendency:

(i) the furnishing of any certificate of, or extract from, a register of commerce;

(ii) an indication of the applicant's carrying on of an industrial or commercial activity, as well as the furnishing of evidence to that effect;

(iii) an indication of the applicant's carrying on of an activity corresponding to the goods and/or services listed in the application, as well as the furnishing of evidence to that effect;

(iv) the furnishing of evidence to the effect that the mark has been registered in the register of marks of another Contracting Party or of a State party to the Paris Convention which is not a Contracting Party, except where the applicant claims the application of Article 6*quinquies* of the Paris Convention.

(8) [ *Evidence* ] Any Contracting Party may require that evidence be furnished to the Office in the course of the examination of the application where the Office may reasonably doubt the veracity of any indication or element contained in the application.



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## Article 4

## Representation; Address for Service

(1) [ *Representatives Admitted to Practice* ] Any Contracting Party may require that any person appointed as representative for the purposes of any procedure before the Office be a representative admitted to practice before the Office.

(2) [ *Mandatory Representation; Address for Service* ] *(a)* Any Contracting Party may require that, for the purposes of any procedure before the Office, any person who has neither a domicile nor a real and effective industrial or commercial establishment on its territory be represented by a representative.

*(b)* Any Contracting Party may, to the extent that it does not require representation in accordance with subparagraph *(a)*, require that, for the purposes of any procedure before the Office, any person who has neither a domicile nor a real and effective industrial or commercial establishment on its territory have an address for service on that territory.

(3) [ *Power of Attorney* ] *(a)* Whenever a Contracting Party allows or requires an applicant, a holder or any other interested person to be represented by a representative before the Office, it may require that the representative be appointed in a separate communication (hereinafter referred to as "power of attorney") indicating the name of, and signed by, the applicant, the holder or the other person, as the case may be.

*(b)* The power of attorney may relate to one or more applications and/or registrations identified in the power of attorney or, subject to any exception indicated by the appointing person, to all existing and future applications and/or registrations of that person.

*(c)* The power of attorney may limit the powers of the representative to certain acts. Any Contracting Party may require that any power of attorney under which the representative has the right to withdraw an application or to surrender a registration contain an express indication to that effect.

*(d)* Where a communication is submitted to the Office by a person who refers to himself in the communication as a representative but where the Office is, at the time of the receipt



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of the communication, not in possession of the required power of attorney, the Contracting Party may require that the power of attorney be submitted to the Office within the time limit fixed by the Contracting Party, subject to the minimum time limit prescribed in the Regulations. Any Contracting Party may provide that, where the power of attorney has not been submitted to the Office within the time limit fixed by the Contracting Party, the communication by the said person shall have no effect.

*(e)* As regards the requirements concerning the presentation and contents of the power of attorney, no Contracting Party shall refuse the effects of the power of attorney,

(i) where the power of attorney is presented in writing on paper, if it is presented, subject to paragraph (4), on a form corresponding to the power of attorney Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the power of attorney is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to paragraph (4), to the power of attorney Form referred to in item (i).

(4) [ *Language* ] Any Contracting Party may require that the power of attorney be in the language, or in one of the languages, admitted by the Office.

(5) [ *Reference to Power of Attorney* ] Any Contracting Party may require that any communication made to the Office by a representative for the purposes of a procedure before the Office contain a reference to the power of attorney on the basis of which the representative acts.

(6) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (3) to (5) be complied with in respect of the matters dealt with in those paragraphs.

(7) [ *Evidence* ] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraphs (2) to (5).



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## Article 5

## Filing Date

(1) [ *Permitted Requirements* ] *(a)* Subject to subparagraph *(b)* and paragraph (2), a Contracting Party shall accord as the filing date of an application the date on which the Office received the following indications and elements in the language required under Article 3(3):

(i) an express or implicit indication that the registration of a mark is sought;

(ii) indications allowing the identity of the applicant to be established;

(iii) indications sufficient to contact the applicant or his representative, if any, by mail;

(iv) a sufficiently clear reproduction of the mark whose registration is sought;

(v) the list of the goods and/or services for which the registration is sought;

(vi) where Article 3(1)*(a)*(xvii) or *(b)* applies, the declaration referred to in Article 3(1)*(a)*(xvii) or the declaration and evidence referred to in Article 3(1)*(b)*, respectively, as required by the law of the Contracting Party, those declarations being, if so required by the said law, signed by the applicant himself even if he has a representative.

*(b)* Any Contracting Party may accord as the filing date of the application the date on which the Office received only some, rather than all, of the indications and elements referred to in subparagraph *(a)* or received them in a language other than the language required under Article 3(3).

(2) [ *Permitted Additional Requirement* ] *(a)* A Contracting Party may provide that no filing date shall be accorded until the required fees are paid.

*(b)* A Contracting Party may apply the requirement referred to in subparagraph *(a)* only if it applied such requirement at the time of becoming party to this Treaty.



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(3) [ *Corrections and Time Limits* ] The modalities of, and time limits for, corrections under paragraphs (1) and (2) shall be fixed in the Regulations.

(4) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (2) be complied with in respect of the filing date.

## Article 6

## Single Registration for Goods and/or Services in Several Classes

Where goods and/or services belonging to several classes of the Nice Classification have been included in one and the same application, such an application shall result in one and the same registration.

## Article 7

## Division of Application and Registration

(1) [ *Division of Application* ] *(a)* Any application listing several goods and/or services (hereinafter referred to as "initial application") may,

(i) at least until the decision by the Office on the registration of the mark,

(ii) during any opposition proceedings against the decision of the Office to register the mark,

(iii) during any appeal proceedings against the decision on the registration of the mark,

be divided by the applicant or at his request into two or more applications (hereinafter referred to as "divisional applications") by distributing among the latter the goods and/or services listed in the initial application. The divisional applications shall preserve the filing date of the initial application and the benefit of the right of priority, if any.



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[ Article 7(1), continued ]

*(b)* Any Contracting Party shall, subject to subparagraph *(a)*, be free to establish requirements for the division of an application, including the payment of fees.

(2) [ *Division of Registration* ] Paragraph (1) shall apply, *mutatis mutandis*, with respect to a division of a registration. Such a division shall be permitted

(i) during any proceedings in which the validity of the registration is challenged before the Office by a third party,

(ii) during any appeal proceedings against a decision taken by the Office during the former proceedings,

provided that a Contracting Party may exclude the possibility of the division of registrations if its law allows third parties to oppose the registration of a mark before the mark is registered.

**Article 8**

**Signature**

(1) [ *Communication on Paper* ] Where a communication to the Office of a Contracting Party is on paper and a signature is required, that Contracting Party

(i) shall, subject to item (iii), accept a handwritten signature,

(ii) shall be free to allow, instead of a handwritten signature, the use of other forms of signature, such as a printed or stamped signature, or the use of a seal,

(iii) may, where the natural person who signs the communication is its national and such person's address is in its territory, require that a seal be used instead of a handwritten signature,

(iv) may, where a seal is used, require that the seal be accompanied by an indication in letters of the name of the natural person whose seal is used.

(2) [ *Communication by Telefacsimile* ] *(a)* Where a Contracting Party allows the transmittal of communications to the Office by telefacsimile, it shall consider the communication signed if, on the printout produced by the telefacsimile, the reproduction of the signature, or the reproduction of the seal together with, where



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[ Article 8(2)*(a)*, continued ]

required under paragraph (1)(iv), the indication in letters of the name of the natural person whose seal is used, appears.

*(b)* The Contracting Party referred to in subparagraph *(a)* may require that the paper whose reproduction was transmitted by telefacsimile be filed with the Office within a certain period, subject to the minimum period prescribed in the Regulations.

(3) [ *Communication by Electronic Means* ] Where a Contracting Party allows the transmittal of communications to the Office by electronic means, it shall consider the communication signed if the latter identifies the sender of the communication by electronic means as prescribed by the Contracting Party.

(4) [ *Prohibition of Requirement of Certification* ] No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature or other means of self-identification referred to in the preceding paragraphs, except, if the law of the Contracting Party so provides, where the signature concerns the surrender of a registration.

## Article 9

## Classification of Goods and/or Services

(1) [ *Indications of Goods and/or Services* ] Each registration and any publication effected by an Office which concerns an application or registration and which indicates goods and/or services shall indicate the goods and/or services by their names, grouped according to the classes of the Nice Classification, and each group shall be preceded by the number of the class of that Classification to which that group of goods or services belongs and shall be presented in the order of the classes of the said Classification.

(2) [ *Goods or Services in the Same Class or in Different Classes* ] *(a)* Goods or services may not be considered as being similar to each other on the ground that, in any registration or publication by the Office, they appear in the same class of the Nice Classification.



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[ Article 9(2), continued ]

*(b)* Goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication by the Office, they appear in different classes of the Nice Classification.

**Article 10**

**Changes in Names or Addresses**

(1) [ *Changes in the Name or Address of the Holder* ] *(a)* Where there is no change in the person of the holder but there is a change in his name and/or address, each Contracting Party shall accept that a request for the recordal of the change by the Office in its register of marks be made in a communication signed by the holder or his representative and indicating the registration number of the registration concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to subparagraph *(c)*, on a form corresponding to the request Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the request is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to subparagraph *(c)*, to the request Form referred to in item (i).

*(b)* Any Contracting Party may require that the request indicate

(i) the name and address of the holder;

(ii) where the holder has a representative, the name and address of that representative;

(iii) where the holder has an address for service, such address.

*(c)* Any Contracting Party may require that the request be in the language, or in one of the languages, admitted by the Office.

*(d)* Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.



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*(e)* A single request shall be sufficient even where the change relates to more than one registration, provided that the registration numbers of all registrations concerned are indicated in the request.

(2) [ *Change in the Name or Address of the Applicant* ] Paragraph (1) shall apply, *mutatis mutandis*, where the change concerns an application or applications, or both an application or applications and a registration or registrations, provided that, where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request otherwise identifies that application as prescribed in the Regulations.

(3) [ *Change in the Name or Address of the Representative or in the Address for Service* ] Paragraph (1) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, if any, and to any change relating to the address for service, if any.

(4) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request referred to in this Article. In particular, the furnishing of any certificate concerning the change may not be required.

(5) [ *Evidence* ] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in the request.

## Article 11

## Change in Ownership

(1) [ *Change in the Ownership of a Registration* ] *(a)* Where there is a change in the person of the holder, each Contracting Party shall accept that a request for the recordal of the change by the Office in its register of marks be made in a communication signed by the holder or his representative, or by the person who acquired the ownership (hereinafter referred to as "new owner") or



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[ Article 11(1)*(a)*, continued ]

his representative, and indicating the registration number of the registration concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to paragraph (2)*(a)*, on a form corresponding to the request Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the request is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to paragraph (2)*(a)*, to the request Form referred to in item (i).

*(b)* Where the change in ownership results from a contract, any Contracting Party may require that the request indicate that fact and be accompanied, at the option of the requesting party, by one of the following:

(i) a copy of the contract, which copy may be required to be certified, by a notary public or any other competent public authority, as being in conformity with the original contract;

(ii) an extract of the contract showing the change in ownership, which extract may be required to be certified, by a notary public or any other competent public authority, as being a true extract of the contract;

(iii) an uncertified certificate of transfer drawn up in the form and with the content as prescribed in the Regulations and signed by both the holder and the new owner;

(iv) an uncertified transfer document drawn up in the form and with the content as prescribed in the Regulations and signed by both the holder and the new owner.

*(c)* Where the change in ownership results from a merger, any Contracting Party may require that the request indicate that fact and be accompanied by a copy of a document, which document originates from the competent authority and evidences the merger, such as a copy of an extract from a register of commerce, and that that copy be certified by the authority which issued the document or by a notary public or any other competent public authority, as being in conformity with the original document.



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[ Article 11(1), continued ]

*(d)* Where there is a change in the person of one or more but not all of several co-holders and such change in ownership results from a contract or a merger, any Contracting Party may require that any co-holder in respect of which there is no change in ownership give his express consent to the change in ownership in a document signed by him.

*(e)* Where the change in ownership does not result from a contract or a merger but from another ground, for example, from operation of law or a court decision, any Contracting Party may require that the request indicate that fact and be accompanied by a copy of a document evidencing the change and that that copy be certified as being in conformity with the original document by the authority which issued the document or by a notary public or any other competent public authority.

*(f)* Any Contracting Party may require that the request indicate

(i) the name and address of the holder;

(ii) the name and address of the new owner;

(iii) the name of a State of which the new owner is a national if he is the national of any State, the name of a State in which the new owner has his domicile, if any, and the name of a State in which the new owner has a real and effective industrial or commercial establishment, if any;

(iv) where the new owner is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(v) where the holder has a representative, the name and address of that representative;

(vi) where the holder has an address for service, such address;

(vii) where the new owner has a representative, the name and address of that representative;

(viii) where the new owner is required to have an address for service under Article 4(2)*(b)*, such address.

*(g)* Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

*(h)* A single request shall be sufficient even where the change relates to more than one registration, provided that the holder and



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[ Article 11(1)*(h)*, continued ]

the new owner are the same for each registration and that the registration numbers of all registrations concerned are indicated in the request.

*(i)* Where the change of ownership does not affect all the goods and/or services listed in the holder's registration, and the applicable law allows the recording of such change, the Office shall create a separate registration referring to the goods and/or services in respect of which the ownership has changed.

(2) [ *Language; Translation* ] *(a)* Any Contracting Party may require that the request, the certificate of transfer or the transfer document referred to in paragraph (1) be in the language, or in one of the languages, admitted by the Office.

*(b)* Any Contracting Party may require that, if the documents referred to in paragraph (1)*(b)*(i) and (ii), *(c)* and *(e)* are not in the language, or in one of the languages, admitted by the Office, the request be accompanied by a translation or a certified translation of the required document in the language, or in one of the languages, admitted by the Office.

(3) [ *Change in the Ownership of an Application* ] Paragraphs (1) and (2) shall apply, *mutatis mutandis*, where the change in ownership concerns an application or applications, or both an application or applications and a registration or registrations, provided that, where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request otherwise identifies that application as prescribed in the Regulations.

(4) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request referred to in this Article. In particular, the following may not be required:

(i) subject to paragraph (1)*(c)*, the furnishing of any certificate of, or extract from, a register of commerce;

(ii) an indication of the new owner's carrying on of an industrial or commercial activity, as well as the furnishing of evidence to that effect;



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(iii) an indication of the new owner's carrying on of an activity corresponding to the goods and/or services affected by the change in ownership, as well as the furnishing of evidence to either effect;

(iv) an indication that the holder transferred, entirely or in part, his business or the relevant goodwill to the new owner, as well as the furnishing of evidence to either effect.

(5) [ *Evidence* ] Any Contracting Party may require that evidence, or further evidence where paragraph (1)*(c)* or *(e)* applies, be furnished to the Office where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Article.

## Article 12

## Correction of a Mistake

(1) [ *Correction of a Mistake in Respect of a Registration* ] *(a)* Each Contracting Party shall accept that the request for the correction of a mistake which was made in the application or other request communicated to the Office and which mistake is reflected in its register of marks and/or any publication by the Office be made in a communication signed by the holder or his representative and indicating the registration number of the registration concerned, the mistake to be corrected and the correction to be entered. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to subparagraph *(c)*, on a form corresponding to the request Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the request is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to subparagraph *(c)*, to the request Form referred to in item (i).

*(b)* Any Contracting Party may require that the request indicate

(i) the name and address of the holder;



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[ Article 12(1)*(b)*, continued ]

(ii) where the holder has a representative, the name and address of that representative;

(iii) where the holder has an address for service, such address.

*(c)* Any Contracting Party may require that the request be in the language, or in one of the languages, admitted by the Office.

*(d)* Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

*(e)* A single request shall be sufficient even where the correction relates to more than one registration of the same person, provided that the mistake and the requested correction are the same for each registration and that the registration numbers of all registrations concerned are indicated in the request.

(2) [ *Correction of a Mistake in Respect of an Application* ] Paragraph (1) shall apply, *mutatis mutandis*, where the mistake concerns an application or applications, or both an application or applications and a registration or registrations, provided that, where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request otherwise identifies that application as prescribed in the Regulations.

(3) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (2) be complied with in respect of the request referred to in this Article.

(4) [ *Evidence* ] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt that the alleged mistake is in fact a mistake.

(5) [ *Mistakes Made by the Office* ] The Office of a Contracting Party shall correct its own mistakes, *ex officio* or upon request, for no fee.

(6) [ *Uncorrectable Mistakes* ] No Contracting Party shall be obliged to apply paragraphs (1), (2) and (5) to any mistake which cannot be corrected under its law.



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## Article 13

## Duration and Renewal of Registration

(1) [ *Indications or Elements Contained in or Accompanying a Request for Renewal; Fee* ] *(a)* Any Contracting Party may require that the renewal of a registration be subject to the filing of a request and that such request contain some or all of the following indications:

(i) an indication that renewal is sought;

(ii) the name and address of the holder;

(iii) the registration number of the registration concerned;

(iv) at the option of the Contracting Party, the filing date of the application which resulted in the registration concerned or the registration date of the registration concerned;

(v) where the holder has a representative, the name and address of that representative;

(vi) where the holder has an address for service, such address;

(vii) where the Contracting Party allows the renewal of a registration to be made for some only of the goods and/or services which are recorded in the register of marks and such a renewal is requested, the names of the recorded goods and/or services for which the renewal is requested or the names of the recorded goods and/or services for which the renewal is not requested, grouped according to the classes of the Nice Classification, each group preceded by the number of the class of that Classification to which that group of goods or services belongs and presented in the order of the classes of the said Classification;

(viii) where a Contracting Party allows a request for renewal to be filed by a person other than the holder or his representative and the request is filed by such a person, the name and address of that person;

(ix) a signature by the holder or his representative or, where item (viii) applies, a signature by the person referred to in that item.

*(b)* Any Contracting Party may require that, in respect of the request for renewal, a fee be paid to the Office. Once the fee has been paid in respect of the initial period of the registration or of any renewal period, no further payment may be required for the



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[ Article 13(1)*(b)*, continued ]

maintenance of the registration in respect of that period. Fees associated with the furnishing of a declaration and/or evidence of use shall not be regarded, for the purposes of this subparagraph, as payments required for the maintenance of the registration and shall not be affected by this subparagraph.

*(c)* Any Contracting Party may require that the request for renewal be presented, and the corresponding fee referred to in subparagraph *(b)* be paid, to the Office within the period fixed by the law of the Contracting Party, subject to the minimum periods prescribed in the Regulations.

(2) [ *Presentation* ] As regards the requirements concerning the presentation of the request for renewal, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to paragraph (3), on a form corresponding to the request Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by telefacsimile and the request is so transmitted, if the paper copy resulting from such transmittal corresponds, subject to paragraph (3), to the request Form referred to in item (i).

(3) [ *Language* ] Any Contracting Party may require that the request for renewal be in the language, or in one of the languages, admitted by the Office.

(4) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request for renewal. In particular, the following may not be required:

(i) any reproduction or other identification of the mark;

(ii) the furnishing of evidence to the effect that the mark has been registered, or that its registration has been renewed, in the register of marks of any other Contracting Party;

(iii) the furnishing of a declaration and/or evidence concerning use of the mark.

(5) [ *Evidence* ] Any Contracting Party may require that evidence be furnished to the Office in the course of the



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examination of the request for renewal where the Office may reasonably doubt the veracity of any indication or element contained in the request for renewal.

(6) [ *Prohibition of Substantive Examination* ] No Office of a Contracting Party may, for the purposes of effecting the renewal, examine the registration as to substance.

(7) [ *Duration* ] The duration of the initial period of the registration, and the duration of each renewal period, shall be 10 years.

**Article 14**

**Observations in Case of Intended Refusal**

An application or a request under Articles 10 to 13 may not be refused totally or in part by an Office without giving the applicant or the requesting party, as the case may be, an opportunity to make observations on the intended refusal within a reasonable time limit.

**Article 15**

**Obligation to Comply with the Paris Convention**

Any Contracting Party shall comply with the provisions of the Paris Convention which concern marks.

**Article 16**

**Service Marks**

Any Contracting Party shall register service marks and apply to such marks the provisions of the Paris Convention which concern trademarks.



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## Article 17

## Regulations

(1) [ *Content* ] *(a)* The Regulations annexed to this Treaty provide rules concerning

(i) matters which this Treaty expressly provides to be "prescribed in the Regulations";

(ii) any details useful in the implementation of the provisions of this Treaty;

(iii) any administrative requirements, matters or procedures.

*(b)* The Regulations also contain Model International Forms.

(2) [ *Conflict Between the Treaty and the Regulations* ] In the case of conflict between the provisions of this Treaty and those of the Regulations, the former shall prevail.

## Article 18

## Revision; Protocols

(1) [ *Revision* ] This Treaty may be revised by a diplomatic conference.

(2) [ *Protocols* ] For the purposes of further developing the harmonization of laws on marks, protocols may be adopted by a diplomatic conference in so far as those protocols do not contravene the provisions of this Treaty.

## Article 19

## Becoming Party to the Treaty

(1) [ *Eligibility* ] The following entities may sign and, subject to paragraphs (2) and (3) and Article 20(1) and (3), become party to this Treaty:



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[ Article 19(1), continued ]

(i) any State member of the Organization in respect of which marks may be registered with its own Office;

(ii) any intergovernmental organization which maintains an Office in which marks may be registered with effect in the territory in which the constituting treaty of the intergovernmental organization applies, in all its member States or in those of its member States which are designated for such purpose in the relevant application, provided that all the member States of the intergovernmental organization are members of the Organization;

(iii) any State member of the Organization in respect of which marks may be registered only through the Office of another specified State that is a member of the Organization;

(iv) any State member of the Organization in respect of which marks may be registered only through the Office maintained by an intergovernmental organization of which that State is a member;

(v) any State member of the Organization in respect of which marks may be registered only through an Office common to a group of States members of the Organization.

(2) [ *Ratification or Accession* ] Any entity referred to in paragraph (1) may deposit

(i) an instrument of ratification, if it has signed this Treaty,

(ii) an instrument of accession, if it has not signed this Treaty.

(3) [ *Effective Date of Deposit* ] *(a)* Subject to subparagraph *(b)*, the effective date of the deposit of an instrument of ratification or accession shall be,

(i) in the case of a State referred to in paragraph (1)(i), the date on which the instrument of that State is deposited;

(ii) in the case of an intergovernmental organization, the date on which the instrument of that intergovernmental organization is deposited;

(iii) in the case of a State referred to in paragraph (1)(iii), the date on which the following condition is fulfilled: the instrument of that State has been deposited and the instrument of the other, specified State has been deposited;

(iv) in the case of a State referred to in paragraph (1)(iv), the date applicable under (ii), above;



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[ Article 19(3)*(a)*, continued ]

(v) in the case of a State member of a group of States referred to in paragraph (1)(v), the date on which the instruments of all the States members of the group have been deposited.

*(b)* Any instrument of ratification or accession (referred to in this subparagraph as "instrument") of a State may be accompanied by a declaration making it a condition to its being considered as deposited that the instrument of one other State or one intergovernmental organization, or the instruments of two other States, or the instruments of one other State and one intergovernmental organization, specified by name and eligible to become party to this Treaty, is or are also deposited. The instrument containing such a declaration shall be considered to have been deposited on the day on which the condition indicated in the declaration is fulfilled. However, when the deposit of any instrument specified in the declaration is, itself, accompanied by a declaration of the said kind, that instrument shall be considered as deposited on the day on which the condition specified in the latter declaration is fulfilled.

*(c)* Any declaration made under paragraph *(b)* may be withdrawn, in its entirety or in part, at any time. Any such withdrawal shall become effective on the date on which the notification of withdrawal is received by the Director General.

**Article 20**

**Effective Date of Ratifications and Accessions**

(1) [ *Instruments to Be Taken Into Consideration* ] For the purposes of this Article, only instruments of ratification or accession that are deposited by entities referred to in Article 19(1) and that have an effective date according to Article 19(3) shall be taken into consideration.

(2) [ *Entry Into Force of the Treaty* ] This Treaty shall enter into force three months after five States have deposited their instruments of ratification or accession.

(3) [ *Entry Into Force of Ratifications and Accessions Subsequent to the Entry Into Force of the Treaty* ] Any entity not



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[ Article 20(3), continued ]

covered by paragraph (2) shall become bound by this Treaty three months after the date on which it has deposited its instrument of ratification or accession.

## Article 21

## Reservations

(1) [ *Special Kinds of Marks* ] Any State or intergovernmental organization may declare through a reservation that, notwithstanding Article 2(1)*(a)* and (2)*(a)*, any of the provisions of Articles 3(1) and (2), 5, 7, 11 and 13 shall not apply to associated marks, defensive marks or derivative marks. Such reservation shall specify those of the aforementioned provisions to which the reservation relates.

(2) [ *Modalities* ] Any reservation under paragraph (1) shall be made in a declaration accompanying the instrument of ratification of, or accession to, this Treaty of the State or intergovernmental organization making the reservation.

(3) [ *Withdrawal* ] Any reservation under paragraph (1) may be withdrawn at any time.

(4) [ *Prohibition of Other Reservations* ] No reservation to this Treaty other than the reservation allowed under paragraph (1) shall be permitted.

## Article 22

## Transitional Provisions

(1) [ *Single Application for Goods and Services in Several Classes; Division of Application* ] *(a)* Any State or intergovernmental organization may declare that, notwithstanding Article 3(5), an application may be filed with the Office only in respect of goods or services which belong to one class of the Nice Classification.



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[ Article 22(1), continued ]

*(b)* Any State or intergovernmental organization may declare that, notwithstanding Article 6, where goods and/or services belonging to several classes of the Nice Classification have been included in one and the same application, such application shall result in two or more registrations in the register of marks, provided that each and every such registration shall bear a reference to all other such registrations resulting from the said application.

*(c)* Any State or intergovernmental organization that has made a declaration under subparagraph *(a)* may declare that, notwithstanding Article 7(1), no application may be divided.

(2) [ *Single Power of Attorney for More Than One Application and/or Registration* ] Any State or intergovernmental organization may declare that, notwithstanding Article 4(3)*(b)*, a power of attorney may only relate to one application or one registration.

(3) [ *Prohibition of Requirement of Certification of Signature of Power of Attorney and of Signature of Application* ] Any State or intergovernmental organization may declare that, notwithstanding Article 8(4), the signature of a power of attorney or the signature by the applicant of an application may be required to be the subject of an attestation, notarization, authentication, legalization or other certification.

(4) [ *Single Request for More Than One Application and/or Registration in Respect of a Change in Name and/or Address, a Change in Ownership or a Correction of a Mistake* ] Any State or intergovernmental organization may declare that, notwithstanding Article 10(1)*(e)*, (2) and (3), Article 11(1)*(h)* and (3) and Article 12(1)*(e)* and (2), a request for the recordal of a change in name and/or address, a request for the recordal of a change in ownership and a request for the correction of a mistake may only relate to one application or one registration.

(5) [ *Furnishing, on the Occasion of Renewal, of Declaration and/or Evidence Concerning Use* ] Any State or intergovernmental organization may declare that, notwithstanding Article 13(4)(iii), it will require, on the occasion of renewal, the furnishing of a declaration and/or of evidence concerning use of the mark.



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(6) [ *Substantive Examination on the Occasion of Renewal* ] Any State or intergovernmental organization may declare that, notwithstanding Article 13(6), the Office may, on the occasion of the first renewal of a registration covering services, examine such registration as to substance, provided that such examination shall be limited to the elimination of multiple registrations based on applications filed during a period of six months following the entry into force of the law of such State or organization that introduced, before the entry into force of this Treaty, the possibility of registering service marks.

(7) [ *Common Provisions* ] *(a)* A State or an intergovernmental organization may make a declaration under paragraphs (1) to (6) only if, at the time of depositing its instrument of ratification of, or accession to, this Treaty, the continued application of its law would, without such a declaration, be contrary to the relevant provisions of this Treaty.

*(b)* Any declaration under paragraphs (1) to (6) shall accompany the instrument of ratification of, or accession to, this Treaty of the State or intergovernmental organization making the declaration.

*(c)* Any declaration made under paragraphs (1) to (6) may be withdrawn at any time.

(8) [ *Loss of Effect of Declaration* ] *(a)* Subject to subparagraph *(c)*, any declaration made under paragraphs (1) to (5) by a State regarded as a developing country in conformity with the established practice of the General Assembly of the United Nations, or by an intergovernmental organization each member of which is such a State, shall lose its effect at the end of a period of eight years from the date of entry into force of this Treaty.

*(b)* Subject to subparagraph *(c)*, any declaration made under paragraphs (1) to (5) by a State other than a State referred to in subparagraph *(a)*, or by an intergovernmental organization other than an intergovernmental organization referred to in subparagraph *(a)*, shall lose its effect at the end of a period of six years from the date of entry into force of this Treaty.

*(c)* Where a declaration made under paragraphs (1) to (5) has not been withdrawn under paragraph (7)*(c)*, or has not lost its



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[ Article 22(8)*(c)*, continued ]

effect under subparagraph *(a)* or *(b)*, before October 28, 2004, it shall lose its effect on October 28, 2004.

(9) [ *Becoming Party to the Treaty* ] Until December 31, 1999, any State which, on the date of the adoption of this Treaty, is a member of the International (Paris) Union for the Protection of Industrial Property without being a member of the Organization may, notwithstanding Article 19(1)(i), become a party to this Treaty if marks may be registered with its own Office.

**Article 23**

**Denunciation of the Treaty**

(1) [ *Notification* ] Any Contracting Party may denounce this Treaty by notification addressed to the Director General.

(2) [ *Effective Date* ] Denunciation shall take effect one year from the date on which the Director General has received the notification. It shall not affect the application of this Treaty to any application pending or any mark registered in respect of the denouncing Contracting Party at the time of the expiration of the said one-year period, provided that the denouncing Contracting Party may, after the expiration of the said one-year period, discontinue applying this Treaty to any registration as from the date on which that registration is due for renewal.

**Article 24**

**Languages of the Treaty; Signature**

(1) [ *Original Texts; Official Texts* ] *(a)* This Treaty shall be signed in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic.



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*(b)* At the request of a Contracting Party, an official text in a language not referred to in subparagraph *(a)* that is an official language of that Contracting Party shall be established by the Director General after consultation with the said Contracting Party and any other interested Contracting Party.

(2) [ *Time Limit for Signature* ] This Treaty shall remain open for signature at the headquarters of the Organization for one year after its adoption.

**Article 25**

**Depositary**

The Director General shall be the depositary of this Treaty.



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# REGULATIONS UNDER THE TRADEMARK LAW TREATY

## List of Rules

Rule 1: Abbreviated Expressions
Rule 2: Manner of Indicating Names and Addresses
Rule 3: Details Concerning the Application
Rule 4: Details Concerning Representation
Rule 5: Details Concerning the Filing Date
Rule 6: Details Concerning the Signature
Rule 7: Manner of Identification of an Application Without Its Application Number
Rule 8: Details Concerning Duration and Renewal

## *List of Model International Forms*

Form No. 1 Application for the Registration of a Mark
Form No. 2 Power of Attorney
Form No. 3 Request for the Recordal of Change(s) in Name(s) and/or Address(es)
Form No. 4 Request for the Recordal of a Change in Ownership in Respect of Registration(s) and/or Application(s) for Registration of Marks
Form No. 5 Certificate of Transfer in Respect of Registration(s) and/or Application(s) for Registration of Marks
Form No. 6 Transfer Document in Respect of Registration(s) and/or Application(s) for Registration of Marks
Form No. 7 Request for the Correction of Mistake(s) in Registration(s) and/or Application(s) for Registration of Marks
Form No. 8 Request for the Renewal of a Registration



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## Rule 1

### Abbreviated Expressions

(1) [ *"Treaty"; "Article"* ] *(a)* In these Regulations, the word "Treaty" means the Trademark Law Treaty.

*(b)* In these Regulations, the word "Article" refers to the specified Article of the Treaty.

(2) [ *Abbreviated Expressions Defined in the Treaty* ] The abbreviated expressions defined in Article 1 for the purposes of the Treaty shall have the same meaning for the purposes of the Regulations.

## Rule 2

### Manner of Indicating Names and Addresses

(1) [ *Names* ] *(a)* Where the name of a person is to be indicated, any Contracting Party may require,

(i) where the person is a natural person, that the name to be indicated be the family or principal name and the given or secondary name or names of that person or that the name to be indicated be, at that person's option, the name or names customarily used by the said person;

(ii) where the person is a legal entity, that the name to be indicated be the full official designation of the legal entity.

*(b)* Where the name of a representative which is a firm or partnership is to be indicated, any Contracting Party shall accept as indication of the name the indication that the firm or partnership customarily uses.

(2) [ *Addresses* ] *(a)* Where the address of a person is to be indicated, any Contracting Party may require that the address be indicated in such a way as to satisfy the customary requirements for prompt postal delivery at the indicated address and, in any case, consist of all the relevant administrative units up to, and including, the house or building number, if any.



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[ Rule 2(2), continued ]

*(b)* Where a communication to the Office of a Contracting Party is in the name of two or more persons with different addresses, that Contracting Party may require that such communication indicate a single address as the address for correspondence.

*(c)* The indication of an address may contain a telephone number and a telefacsimile number and, for the purposes of correspondence, an address different from the address indicated under subparagraph *(a)*.

*(d)* Subparagraphs *(a)* and *(c)* shall apply, *mutatis mutandis*, to addresses for service.

(3) [ *Script to Be Used* ] Any Contracting Party may require that any indication referred to in paragraphs (1) and (2) be in the script used by the Office.

**Rule 3**

**Details Concerning the Application**

(1) [ *Standard Characters* ] Where, pursuant to Article 3(1)*(a)*(ix), the application contains a statement to the effect that the applicant wishes that the mark be registered and published in the standard characters used by the Office of the Contracting Party, the Office shall register and publish that mark in such standard characters.

(2) [ *Number of Reproductions* ] *(a)* Where the application does not contain a statement to the effect that the applicant wishes to claim color as a distinctive feature of the mark, a Contracting Party may not require more than

(i) five reproductions of the mark in black and white where the application may not, under the law of that Contracting Party, or does not contain a statement to the effect that the applicant wishes the mark to be registered and published in the standard characters used by the Office of the said Contracting Party;

(ii) one reproduction of the mark in black and white where the application contains a statement to the effect that the



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applicant wishes the mark to be registered and published in the standard characters used by the Office of that Contracting Party.

*(b)* Where the application contains a statement to the effect that the applicant wishes to claim color as a distinctive feature of the mark, a Contracting Party may not require more than five reproductions of the mark in black and white and five reproductions of the mark in color.

(3) [ *Reproduction of a Three-Dimensional Mark* ] *(a)* Where, pursuant to Article 3(1)*(a)*(xi), the application contains a statement to the effect that the mark is a three-dimensional mark, the reproduction of the mark shall consist of a two-dimensional graphic or photographic reproduction.

*(b)* The reproduction furnished under subparagraph *(a)* may, at the option of the applicant, consist of one single view of the mark or of several different views of the mark.

*(c)* Where the Office considers that the reproduction of the mark furnished by the applicant under subparagraph *(a)* does not sufficiently show the particulars of the three-dimensional mark, it may invite the applicant to furnish, within a reasonable time limit fixed in the invitation, up to six different views of the mark and/or a description by words of that mark.

*(d)* Where the Office considers that the different views and/or the description of the mark referred to in subparagraph *(c)* still do not sufficiently show the particulars of the three-dimensional mark, it may invite the applicant to furnish, within a reasonable time limit fixed in the invitation, a specimen of the mark.

*(e)* Paragraph (2)*(a)*(i) and *(b)* shall apply *mutatis mutandis*.

(4) [ *Transliteration of the Mark* ] For the purposes of Article 3(1)*(a)*(xiii), where the mark consists of or contains matter in script other than the script used by the Office or numbers expressed in numerals other than numerals used by the Office, a transliteration of such matter in the script and numerals used by the Office may be required.

(5) [ *Translation of the Mark* ] For the purposes of Article 3(1)*(a)*(xiv), where the mark consists of or contains a



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[ Rule 3(5), continued ]

word or words in a language other than the language, or one of the languages, admitted by the Office, a translation of that word or those words into that language or one of those languages may be required.

(6) [ *Time Limit for Furnishing Evidence of Actual Use of the Mark* ] The time limit referred to in Article 3(6) shall not be shorter than six months counted from the date of allowance of the application by the Office of the Contracting Party where that application was filed. The applicant or holder shall have the right to an extension of that time limit, subject to the conditions provided for by the law of that Contracting Party, by periods of at least six months each, up to a total extension of at least two years and a half.

## Rule 4

## Details Concerning Representation

The time limit referred to in Article 4(3)*(d)* shall be counted from the date of receipt of the communication referred to in that Article by the Office of the Contracting Party concerned and shall not be less than one month where the address of the person on whose behalf the communication is made is on the territory of that Contracting Party and not less than two months where such an address is outside the territory of that Contracting Party.

## Rule 5

## Details Concerning the Filing Date

(1) [ *Procedure in Case of Non-Compliance with Requirements* ] If the application does not, at the time of its receipt by the Office, comply with any of the applicable requirements of Article 5(1)*(a)* or (2)*(a)*, the Office shall promptly invite the applicant to comply with such requirements within a time limit indicated in the invitation, which time limit shall be at least one month from the date of the invitation where the applicant's address is on the



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territory of the Contracting Party concerned and at least two months where the applicant's address is outside the territory of the Contracting Party concerned. Compliance with the invitation may be subject to the payment of a special fee. Even if the Office fails to send the said invitation, the said requirements remain unaffected.

(2) [ *Filing Date in Case of Correction* ] If, within the time limit indicated in the invitation, the applicant complies with the invitation referred to in paragraph (1) and pays any required special fee, the filing date shall be the date on which all the required indications and elements referred to in Article 5(1)*(a)* have been received by the Office and, where applicable, the required fee referred to in Article 5(2)*(a)* has been paid to the Office. Otherwise, the application shall be treated as if it had not been filed.

(3) [ *Date of Receipt* ] Each Contracting Party shall be free to determine the circumstances in which the receipt of a document or the payment of a fee shall be deemed to constitute receipt by or payment to the Office in cases in which the document was actually received by or payment was actually made to

(i) a branch or sub-office of the Office,

(ii) a national Office on behalf of the Office of the Contracting Party, where the Contracting Party is an intergovernmental organization referred to in Article 19(1)(ii),

(iii) an official postal service,

(iv) a delivery service, other than an official postal service, specified by the Contracting Party.

(4) [ *Use of Telefacsimile* ] Where a Contracting Party allows the filing of an application by telefacsimile and the application is filed by telefacsimile, the date of receipt of the telefacsimile by the Office of that Contracting Party shall constitute the date of receipt of the application, provided that the said Contracting Party may require that the original of such application reach the Office within a time limit which shall be at least one month from the day on which the telefacsimile was received by the said Office.



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## Rule 6

## Details Concerning the Signature

(1) [ *Legal Entities* ] Where a communication is signed on behalf of a legal entity, any Contracting Party may require that the signature, or the seal, of the natural person who signs or whose seal is used be accompanied by an indication in letters of the family or principal name and the given or secondary name or names of that person or, at the option of that person, of the name or names customarily used by the said person.

(2) [ *Communication by Telefacsimile* ] The period referred to in Article 8(2)*(b)* shall not be less than one month from the date of the receipt of a transmittal by telefacsimile.

(3) [ *Date* ] Any Contracting Party may require that a signature or seal be accompanied by an indication of the date on which the signing or sealing was effected. Where that indication is required but is not supplied, the date on which the signing or sealing is deemed to have been effected shall be the date on which the communication bearing the signature or seal was received by the Office or, if the Contracting Party so allows, a date earlier than the latter date.

## Rule 7

## Manner of Identification of an Application Without Its Application Number

(1) [ *Manner of Identification* ] Where it is required that an application be identified by its application number but where such a number has not yet been issued or is not known to the applicant or his representative, that application shall be considered identified if the following is supplied:

(i) the provisional application number, if any, given by the Office, or

(ii) a copy of the application, or



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[ Rule 7(1), continued ]

(iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or the representative, the application was received by the Office and an identification number given to the application by the applicant or the representative.

(2) [ *Prohibition of Other Requirements* ] No Contracting Party may demand that requirements other than those referred to in paragraph (1) be complied with in order for an application to be identified where its application number has not yet been issued or is not known to the applicant or his representative.

**Rule 8**

**Details Concerning Duration and Renewal**

For the purposes of Article 13(1)*(c)*, the period during which the request for renewal may be presented and the renewal fee may be paid shall start at least six months before the date on which the renewal is due and shall end at the earliest six months after that date. If the request for renewal is presented and/or the renewal fees are paid after the date on which the renewal is due, any Contracting Party may subject the renewal to the payment of a surcharge.

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MODEL INTERNATIONAL FORM N° 1

APPLICATION FOR THE REGISTRATION OF A MARK

submitted to the Office of .....

For Office use only

Reference number of applicant:* .....

Reference number of representative:* .....

1. *Request for Registration*

Registration of the mark reproduced in the present application is hereby requested.

* The reference number allotted by the applicant and/or the reference number allotted by the representative to the present application may be indicated in this space.



2. Applicant(s)

2.1 *If the applicant is a natural person, the person's*

(a) family or principal name:*

(b) given or secondary name(s):*

2.2 If the applicant is a legal entity, the entity's full official designation:

2.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

2.4 State of nationality:

State of domicile:

State of establishment:**

2.5 Where the applicant is a legal entity, indicate

- the legal nature of the legal entity:

- the State, and, where applicable, the territorial unit within that State, *under the law of which the legal entity is organized:*

2.6 [ ] Check this box if there is more than one applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 2.1 or 2.2, 2.3, 2.4 and 2.5.***

* The names to be indicated under (a) and (b) are either the full names of the applicant or the names customarily used by the applicant.

** "Establishment" means a real and effective industrial or commercial establishment.

*** Where several applicants are listed on the additional sheet with different addresses and there is no representative, the address for correspondence must be underlined on the additional sheet.

3. **Representative**

3.1 |__| The applicant is not represented.

3.2 |__| The applicant is represented.

3.2.1 Identification of the representative

3.2.1.1 Name:

3.2.1.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

3.2.2 |__| The power of attorney is already in the possession of the Office. Serial number: .....*

3.2.3 |__| The power of attorney is attached.

3.2.4 |__| The power of attorney will be furnished at a later date.

3.2.5 |__| No power of attorney is needed.

4. **Address for Service****

* To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the applicant or the representative.

** An address for service must be indicated in the space available under the title of item 4 where the applicant does not have or, if there is more than one applicant, where none of the applicants has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present application, except where a representative is indicated in item 3.





5. **Claiming of Priority**

|__| The applicant hereby claims the following priority:

5.1 Country (Office) of first filing:*

5.2 Date of first filing:

5.3 Application number of first filing (if available):

5.4 The certified copy of the application the priority of which is claimed**

5.4.1 |__| is attached.

5.4.2 |__| will be furnished within three months from the filing date of the present application.

5.5 The translation of the certified copy

5.5.1 |__| is attached.

5.5.2 |__| will be furnished within three months from the filing date of the present application.

5.6 |__| Check this box if there is more than one filing whose priority is claimed; in that case, list them in an additional sheet and indicate, in respect of each of them, the information referred to in items 5.1, 5.2, 5.3, 5.4 and 5.5 and the goods and/or services mentioned in each of them.

* Where the application the priority of which is claimed was filed with an Office other than a national Office (e.g., OAPI, the Benelux Trademark Office and the Office for Harmonization in the Internal Market (trade marks and designs), the name of that Office has to be indicated instead of the name of a country. Otherwise, not the name of the Office but the name of the country must be indicated.

** "Certified copy" means a copy of the application the priority of which is claimed, certified as being in conformity with the original by the Office which received such application.



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6. **Registration(s) in the Country (Office) of Origin***

☐ The certificate(s) of registration in the country (Office) of origin is (are) attached.

7. **Protection Resulting From Display in an Exhibition**

☐ Check this box if the applicant wishes to take advantage of any protection resulting from the display of goods and/or services in an exhibition. In that case, give the details on an additional sheet.

8. **Reproduction of the Mark**

(8 cm x 8 cm)

* To be filled in where the applicant wishes to furnish evidence under Article 6*quinquies* A(1) of the Paris Convention when filing the application.





8.1 ☐ The applicant wishes that the Office register and publish the mark in the standard characters used by it.*

8.2 ☐ Color is claimed as a distinctive feature of the mark.

8.2.1 Name(s) of the color(s) claimed:

8.2.2 Principal parts of the mark which are in that (those) color(s):

8.3 ☐ The mark is three-dimensional.

☐ ... ** different views of the mark are attached.

8.4 ...*** reproduction(s) of the mark in black and white is (are) attached.

8.5 ...*** reproduction(s) of the mark in color is (are) attached.

9. **Transliteration of the Mark**

The mark or part of the mark is transliterated as follows:

10. **Translation of the Mark**

The mark or part of the mark is translated as follows:

* Such a wish cannot be expressed in respect of marks which contain or consist of figurative elements. If, in the opinion of the Office, they do contain such elements, the Office will ignore the wish of the applicant and will register and publish the mark as appearing in the square.

** If several different views of the mark are not included in the square provided in item 8 but are attached, check this box and indicate the number of those different views.

*** Indicate the number of reproductions in black and white and/or color.

11. **Goods and/or Services**

Names of the goods and/or services:*

|__| Check this box if the space above is not sufficient; in that case, give the names of the goods and/or services on an additional sheet.

12. **Declaration Concerning Intention to Use or Actual Use; Evidence of Actual Use**

12.1 |__| Check this box if a declaration is attached.

12.2 |__| Check this box if evidence of actual use is attached.

13. **Requirements Relating to Languages**

|__| Check this box if an attachment is enclosed in order to comply with any language requirement applicable with respect to the Office.**

* Where the goods and/or services belong to more than one class of the Nice Classification, they must be grouped according to the classes of that Classification. The number of each class must be indicated and the goods and/or services belonging to the same class must be grouped following the indication of the number of that class. Each group of goods or services must be presented in the order of the classes of the Nice Classification. Where all the goods or services belong to one class of the Nice Classification, the number of that class must be indicated.

** This box is not to be used if the Office does not admit more than one language.





14. **Signature or Seal**

14.1 Name of the natural person who signs or whose seal is used:

14.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

14.2.1 |__| applicant.

14.2.2 |__| representative.

14.3 Date of signature or of sealing:

14.4 Signature or seal:

15. **Fee(s)**

15.1 Currency and amount(s) of the fee(s) paid in connection with the present application:

15.2 Method of payment:

16. **Additional Sheets and Attachments**

|__| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:



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**MODEL INTERNATIONAL FORM N° 2**

**POWER OF ATTORNEY**

for procedures before the Office of .....

| For Office use only |
|---|

| Reference number of person making the appointment:* ..... |
|---|

1. Appointment

The undersigned hereby appoints as his representative the person identified in item 3, below.

2. Name of the Person Making the Appointment**

3. Representative

3.1 Name:

3.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

* The reference number allotted by the person making the appointment to this power of attorney may be indicated in this space.

** If the person making the appointment is the applicant (or one of the applicants), the name to be indicated is that of that applicant, as indicated in the application(s) to which this power relates. If the said person is the holder (or one of the holders), the name to be indicated is that of that holder, as recorded in the register of marks. If the said person is an interested person other than an applicant or holder, the name to be indicated is the full name of that person or the name customarily used by that person.



4. Application(s) and/or Registration(s) Concerned

This power of attorney concerns:

4.1 ☐ all existing and future applications and/or registrations of the person making the appointment, subject to any exception indicated on an additional sheet.

4.2 ☐ the following application(s) and/or registration(s):

4.2.1 the application(s) concerning the following mark(s):*

4.2.2 the application(s) having the following application number(s)** as well as any registration(s) resulting therefrom:

4.2.3 the registration(s) having the following registration number(s):

4.2.4 ☐ If the spaces under 4.2.1, 4.2.2 or 4.2.3 are not sufficient, check this box and provide the information on an additional sheet.

* Complete this item if the power of attorney is filed with the Office together with the application(s).

** Where the application number of an application has not yet been issued or is not known to the applicant or his representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or his representative, the application was received by the Office and an identification number given to the application by the applicant or his representative.

5. Scope of the Power of Attorney

5.1 |__| Check this box if the representative has the right to act as representative for all purposes, including, where the person making the appointment is an applicant or a holder, the following purposes:

5.1.1 |__| withdrawal of the application(s)

5.1.2 |__| surrender of the registration(s)

5.2 |__| Check this box if the representative does not have the right to act as representative for all purposes and indicate here or on an additional sheet the purposes excluded from the powers of the representative:

6. Signature or Seal

6.1 Name of the natural person who signs or whose seal is used:

6.2 Date of signature or of sealing:

6.3 Signature or seal:

7. Additional Sheets and Attachments

|__| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:





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MODEL INTERNATIONAL FORM N° 3

**REQUEST FOR THE RECORDAL OF CHANGE(S) IN NAME(S) OR ADDRESS(ES)**

in respect of registration(s) and/or application(s) for registration of mark(s)

submitted to the Office of .....

For Office use only

Reference number of holder and/or applicant:* .....
Reference number of representative:* .....

1. **Request for Recordal**

The recordal of the change(s) indicated in the present request is hereby requested.

2. **Registration(s) and/or Application(s) Concerned**

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):**

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

* The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

** Where the application number of an application has not yet been issued or is not known to *the applicant or his representative*, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or his representative, the application was received by the Office and an identification number given to the application by the applicant or his representative.



3. **Holder(s) and/or Applicant(s)**

3.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:*

(b) given or secondary *name(s)*:*

3.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

3.4 ☐ Check this box if there is more than one holder and/or applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

4. **Representative**

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

4.3 Serial number of the power of attorney:**

5. **Address for Service**

* The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

** To be left blank if the power of attorney has not, or has not yet, been *allotted a serial number or* if the *serial* number is not yet known to the holder and/or applicant or the representative.

6. Indication of the Change(s)

6.1 Data to be changed:

Date as changed:*

6.2 |__| Check this box if the above space is insufficient; in that case, indicate on an additional sheet the data to be changed with the data as changed.

7. Signature or Seal

7.1 Name of the natural person who signs or whose seal is used:

7.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

7.2.1 |__| holder and/or applicant.

7.2.2 |__| representative.

7.3 Date of signature or of sealing:

7.4 Signature or seal:

* Indicate the name(s) and/or address(es) as changed.





8. Fee

8.1 Currency and amount of the fee paid in connection with the present request for the recordal of change(s):

8.2 Method of payment:

9. Additional Sheets and Attachments

|__| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:



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MODEL INTERNATIONAL FORM N° 4

**REQUEST FOR THE RECORDAL OF A CHANGE IN OWNERSHIP**

in respect of registration(s) and/or application(s) for registration of marks

submitted to the Office of .....

| For Office use only |
|---|

| | |
|---|---|
| Reference number of holder and/or applicant:* | ..... |
| Reference number of representative:* | ..... |

1. **Request for Recordal**

The recordal of the change in ownership indicated in the present request is hereby requested.

2. **Registration(s) and/or Application(s) Concerned**

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):**

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

* The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

** Where the application number of an application has not yet been issued or is not known to the applicant or his representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or his representative, the application was received by the Office and an identification number given to the application by the applicant or his representative.



3. **Goods and/or Services Affected by the Change**

3.1 ☐ Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 are affected by the change.

3.2 ☐ Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration are affected by the change and indicate the goods and/or services that should appear in the application or registration of the new owner (in which case the goods and/or services not indicated will remain in the application or registration of the applicant or holder):

3.3 ☐ Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the change affects less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the change affects all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services are affected by the change, make the indication in the way specified in item 3.2.

4. **Basis for the Change in Ownership**

4.1 |__| The change in ownership results from a contract.

One of the following documents is enclosed:

4.1.1 |__| a copy, certified as being in conformity with the original, of the contract.

4.1.2 |__| an extract, certified as being a true extract, of the contract.

4.1.3 |__| a certificate of transfer.

4.1.4 |__| a transfer document.

4.2 |__| The change in ownership results from a merger.

A copy, certified as being in conformity with the original, of the following document, evidencing the merger, is enclosed:

4.2.1 |__| extract from the register of commerce.

4.2.2 |__| other document originating from the competent authority.

4.3 |__| The change in ownership does not result from a contract or a merger.

4.3.1 |__| A copy, certified as being in conformity with the original, of a document evidencing the change is enclosed.





5. **Holder(s) and/or Applicant(s)**

5.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

5.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with area code)

5.4 |__| Check this box if there is more than one holder and/or applicant affected by the change; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

5.5 |__| Check this box if the holder and/or applicant, or one of the holders and/or applicants, has changed names and/or addresses without requesting the recordal of that change, and enclose a document evidencing that the person having transferred the ownership and the holder and/or applicant are the same person.

6. **Representative of the Holder and/or Applicant**

6.1 Name:

6.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

6.3 Serial number of the power of attorney:**

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* The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

** To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder and/or applicant or the representative.



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7. Address for Service of the Holder and/or Applicant

8. New Owner(s)

8.1 If the new owner is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

8.2 If the new owner is a legal entity, the entity's full official designation:

8.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

8.4 State of nationality:

State of domicile:

State of establishment:**

8.5 Where the new owner is a legal entity, indicate

- the legal nature of the legal entity:

- the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

8.6 |__| Check this box if there is more than one new owner; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 8.1 or 8.2, 8.3, 8.4 and 8.5.***

* The names to be indicated under (a) and (b) are either the full names of the new owner or the names customarily used by the new owner.

** "Establishment" means a real and effective industrial or commercial establishment.

*** Where several new owners are listed on the additional sheet with different addresses and there is no representative, the address for correspondence must be underlined on the additional sheet.





9. Representative of the New Owner

9.1 |__| The new owner is not represented.

9.2 |__| The new owner is represented.

9.2.1 Identification of the representative

9.2.1.1 Name:

9.2.1.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

9.2.2 |__| The power of attorney is already in the possession of the Office. Serial number: .....*

9.2.3 |__| The power of attorney is attached.

9.2.4 |__| The power of attorney will be furnished at a later date.

9.2.5 |__| No power of attorney is needed.

10. Address for Service of the New Owner**

* To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the new owner or the representative.

** An address for service must be indicated in the space available under the title of item 10 where the new owner does not have or, if there is more than one new owner, where none of the new owners has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present request, except where a representative is indicated in item 9.

11. **Signature or Seal**

11.1 Name of the natural person who signs or whose seal is used:

11.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

11.2.1 |___| holder and/or applicant.

11.2.2 |___| new owner.

11.2.3 |___| representative.

11.3 Date of signature or of sealing:

11.4 Signature or seal:

12. **Fee**

12.1 Currency and amount of the fee paid in connection with the present request for the recordal of a change in ownership:

12.2 Method of payment:

13. **Additional Sheets and Attachments**

|___| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:





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MODEL INTERNATIONAL FORM N° 5

CERTIFICATE OF TRANSFER

in respect of registration(s) and/or application(s) for registration of marks

submitted to the Office of .....

For Office use only

1. Certification

The undersigned transferor(s) and transferee(s) hereby certify that the ownership of the registration(s) and/or application(s) identified below has been transferred by contract.

2. Registration(s) and/or Application(s) Concerned

The present certificate concerns the transfer of the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):*

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

* Where the application number of an application has not yet been issued or is not known to the transferor or his representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the transferor or his representative, the application was received by the Office and an identification number given to the application by the transferor or his representative.



3. Goods and/or Services Affected by the Transfer

3.1 ☐ Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 have been affected by the transfer.

3.2 ☐ Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration have been affected by the transfer and indicate the goods and/or services that have been affected by the transfer:

3.3 ☐ Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the transfer has affected less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer affected all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services were affected by the transfer, make the indication in the way specified in item 3.2.

4. **Transferor(s)**

4.1 If the transferor is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

4.2 If the transferor is a legal entity, the entity's full official designation:

4.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with area code)

4.4 |___| Check this box if there is more than one transferor; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 4.1 or 4.2 and 4.3.

* The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present certificate relates.





5. **Transferee(s)**

5.1 If the transferee is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

5.2 If the transferee is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

5.4 |___| Check this box if there is more than one transferee; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

* The names to be indicated under (a) and (b) are either the full names of the transferee or the names customarily used by the transferee.



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6. Signature or Seals

6.1 Signature(s) or seals(s) of the transferor(s)

6.1.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

6.1.2 Date of signature(s) or of sealing(s):

6.1.3 Signature(s) or seal(s):

6.2 Signature(s) or seal(s) of the transferee(s)

6.2.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

6.2.2 Date of signature(s) or of sealing(s):

6.2.3 Signature(s) or seal(s):

7. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:



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MODEL INTERNATIONAL FORM N° 6

TRANSFER DOCUMENT

in respect of registration(s) and/or application(s) for registration of marks

submitted to the Office of .....

| For Office use only |
|---|

1. **Declaration of Transfer**

The undersigned transferor(s) transfers (transfer) to the undersigned transferee(s) the ownership of the registration(s) and/or application(s) identified below.

2. **Registration(s) and/or Application(s) Concerned**

The present document concerns the transfer of the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):*

2.3 |___| If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

* Where the application number of an application has not yet been issued or is not known to the transferor or his representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the transferor or his representative, the application was received by the Office and an identification number given to the application by the transferor or his representative.





3. **Goods and/or Services Affected by the Transfer**

3.1 |___| Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 are affected by the transfer.

3.2 |___| Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration are affected by the transfer and indicate the goods and/or services that are affected by the transfer:

3.3 |___| Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the transfer affects less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer affects all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services are affected by the transfer, make the indication in the way specified in item 3.2.

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4. Transferor(s)

4.1 If the transferor is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

4.2 If the transferor is a legal entity, the entity's full official designation:

4.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with area code)

4.4 ☐ Check this box if there is more than one transferor; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 4.1 or 4.2 and 4.3.

* The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present document relates.



5. Transferee(s)

5.1 If the transferee is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

5.2 If the transferee is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

5.4 ☐ Check this box if there is more than one transferee; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

6. Additional indications (see the Annex to this form (attached))

(the furnishing of any of those indications is optional for the purposes of recordal of the change in ownership)

☐ Check this box if the Annex is used.

* The names to be indicated under (a) and (b) are either the full names of the transferee or the names customarily used by the transferee.

7. **Signatures or Seals**

7.1 Signature(s) or seal(s) of the transferor(s)

7.1.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

7.1.2 Date of signature(s) or of sealing(s):

7.1.3 Signature(s) or seal(s):

7.2 Signature(s) or seal(s) of the transferee(s)

7.2.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

7.2.2 Date of signature(s) or of sealing(s):

7.2.3 Signature(s) or seal(s):

8. **Additional Sheets, Attachments and Annex**

|__| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

|__| Check this box if an Annex is enclosed and indicate the number of the pages of the Annex and the number of any additional sheets to the Annex:





Additional Indications Relating to a Transfer Document (Item 6)

A. Transfer of Goodwill or Business

(a) |__| Check this box where the transfer is made with the relevant goodwill or the business in respect of all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 of the transfer document.

(b) |__| Check this box where item 2 of the transfer document mentions only one application or registration and where the transfer is made with the relevant goodwill or the business in respect of only some of the goods and/or services listed in that application or registration and indicate the goods and/or services in respect of which the transfer is made with the relevant goodwill or the business:

(c) |__| Check this box where item 2 of the transfer document mentions more than one application or registration and if in respect of at least one of them the transfer is made with the relevant goodwill or the business in respect of less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer is made with the relevant goodwill or the business in respect of all the goods and/or services or only some of them. In respect of any application or registration where the transfer is made with the relevant goodwill or the business in respect of only some of the goods and/or services, make the indication in the way specified in item (b).



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B. **Transfer of Rights Resulting from Use**

The rights, arising from the use of the mark, are transferred in respect of

(a) ☐ all registration(s) and/or application(s).

(b) ☐ only the following registration(s) and/or application(s):

C. **Transfer of the Right to Sue**

☐ The transferee shall have the right to sue for past infringements.

D. **Consideration**

(a) ☐ The transfer is effected in consideration for money received.

(b) ☐ The transfer is effected in consideration for money received and other good and valuable consideration.

(c) ☐ The transferor hereby acknowledges receipt of the above-mentioned consideration.

E. **Effective Date of the Transfer**

(a) ☐ The transfer is effective as of the date of signature of the present transfer document.

(b) ☐ The transfer is effective as of the following date: ....



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MODEL INTERNATIONAL FORM N° 7

**REQUEST FOR THE CORRECTION OF MISTAKE(S)**

**in registration(s) and/or application(s) for registration of marks**

**submitted to the Office of .....**

| For Office use only |
|---|

| | |
|---|---|
| Reference number of holder and/or applicant:* | ..... |
| Reference number of representative:* | ..... |

**1. Request for Correction**

The correction(s) identified in the present request is (are) hereby requested.

**2. Registration(s) and/or Application(s) Concerned**

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):**

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

* The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

** Where the application number of an application has not yet been issued or is not known to the applicant or his representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a reproduction of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or his representative, the application was received by the Office and an identification number given to the application by the applicant or his representative.





**3. Holder(s) and/or Applicant(s)**

3.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

3.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

3.4 ☐ Check this box if there is more than one holder and/or applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

**4. Representative**

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

4.3 Serial number of the power of attorney:**

* The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

** To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder and/or applicant or the representative.

5. **Address for Service**

6. **Indication of Mistake(s) and Correction(s)**

6.1 Data to be *corrected*:

Data as corrected:

6.2 |__| Check this box if the above space is insufficient; in that case, indicate on an additional sheet the data to be corrected with the data as corrected.

7. **Signature or Seal**

7.1 Name of the natural person who signs or whose seal is used:

7.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

7.2.1 |__| holder and/or applicant.

7.2.2 |__| representative.

7.3 Date of signature or of sealing:

7.4 Signature or seal:





8. **Fee**

8.1 Currency and amount of the fee paid in connection with the present request for correction:

8.2 Method of payment:

9. **Additional Sheets and Attachments**

|__| Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:



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## MODEL INTERNATIONAL FORM N° 8

## REQUEST FOR THE RENEWAL OF A REGISTRATION

submitted to the Office of .....

| For Office use only |
|---|

Reference number of holder:* .....

Reference number of representative:* .....

1. Indication That a Renewal Is Sought

The renewal of the registration identified in the present request is hereby requested.

2. Registration Concerned

2.1 Registration number:

2.2 Filing date of the application which resulted in the registration:

Registration date:

* The reference number allotted by the holder and/or the reference number allotted by the representative to the present request for renewal may be indicated in this space.





3. Holder(s)

3.1 If the holder is a natural person, the person's

(a) family or principal name:*

(b) given or secondary name(s):*

3.2 If the holder is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

3.4 ☐ Check this box if there is more than one holder; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

* The names to be indicated under (a) and (b) are those which are recorded in respect of the registration to which the present request relates.

4. Representative of the Holder

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

4.3 Serial number of the power of attorney:*

5. Address for Service of the Holder

* To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder or the representative.





6. Goods and/or Services*

6.1 ☐ Renewal is requested for all the goods and/or services covered by the registration.

6.2 ☐ Renewal is only requested for the following goods and/or services covered by the registration:**

6.3 ☐ Renewal is requested for all the goods and/or services covered by the registration except the following:**

6.4 ☐ Check this box if the above space is insufficient and use an additional sheet.

* Check only one of boxes 6.1, 6.2 or 6.3.

** The list of the goods and/or services for which renewal is requested must be presented in the same way as it appears in the registration (grouping according to the classes of the Nice Classification, starting with an indication of the number of the relevant class and, where the goods or services belong to more than one class, presentation in the order of the classes of that Classification).

*** The goods and/or services for which renewal is not requested must, where they belong to more than one class of the Nice Classification, be grouped according to the classes of that Classification, starting with an indication of the number of the relevant class and presented in the order of the classes of the said Classification.

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7. **Person, Other Than the Holder or the Representative of the Holder, who Files the Present Request For Renewal**

IMPORTANT: A person other than the holder or the representative of the holder may file a request for renewal only where the Contracting Party concerned allows it. Consequently, the present item cannot be completed if the Contracting Party whose Office is the Office identified on the first page of the present request for renewal does not allow a request for renewal to be filed by a person other than the holder or the representative of the holder.

|__| Check this box if the present request for renewal is filed by a person other than the holder or the representative of the holder.

7.1 If the person is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

7.2 If the person is a legal entity, the entity's full official designation:

7.3 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)





8. **Signature or Seal**

8.1 Name of the natural person who signs or whose seal is used:

8.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

8.2.1 |__| holder.

8.2.2 |__| representative of the holder.

8.2.3 |__| person referred to in item 7.

8.3 Date of signature or of sealing:

8.4 Signature or seal:

9. **Fee**

9.1 Currency and amount of the fee paid in connection with the present request for renewal:

9.2 *Method of payment:*

10. **Additional Sheets**

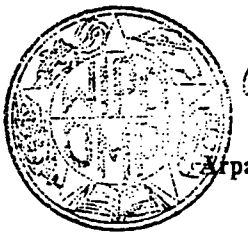
|__| *Check this box if additional sheets are enclosed and* indicate the total number of such sheets:

[End of document]



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I hereby certify that the foregoing is a true copy of the Trademark Law Treaty and the Regulations under the Trademark Law Treaty, adopted on October 27, 1994.



Árpad Bogsch

Director General

World Intellectual
Property Organization



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