CHAPTER 15

MAINTENANCE OF THE REGISTER

Table of Content

15.1 MERGER 3

15.1.1 Application for merger (Section 38) 3

15.1.2 Merger of separate applications or registrations (Regulation 43) 3

15.1.3 Request for Merger of Trademark Applications/Registrations 4

15.1.4 Samples 6

15.2 DIVISION 8

15.2.1 Application for division (Section 37) 8

15.2.2 Division of application for registration of trademark (Regulation 39) 8

15.2.3 Effect of division of application for registration of trademark (Regulation 40) 9

15.2.4 Division of registration of trademark (Regulation 41) 9

15.2.5 Effect of division of registration of trademark (Regulation 42) 10

15.2.6 **Examples** 11

15.3 VOLUNTARY CANCELLATION 16

15.3.1 Voluntary cancellation of registered trademark (Section 44) 16

15.3.2 Request for voluntarily cancellation of registered trademark or registration in relation to certain goods or services (Regulation 50). 16

15.6 LICENSING 18

15.6.1 Introduction 18

15.6.2 **Types of Licenses** 19

15.6.3 Procedures 19

15.6.4 Signature on documents 19

15.6.5 Entry in Register 20

15.6.6 Checklist information required in Licensing Agreement 20

15.6.7 Sample of TMH2 21

15.6.8 SAMPLE OF LICENSING AGREEMENT 24

15.6.9 A comprehensive overview of the whole process of licensing is provided in the flow chart below. 27

15.7 MAINTENANCE OF THE REGISTER (SECURITY INTEREST) SECTION 65 OR 67 OF THE TRADEMARKS ACT 2019 28

15.7.1 Introduction 28

15.7.2 Procedures 29

15.7.3 Entry in Register 29

(Para 11 (1) (c) of Guidelines of Trademarks 2019) 29

A) Sample of TMH3 30

B) Sample Pledge for Security Interest 33

D) A comprehensive overview of the whole process for security interest is provided in the flow chart below 36

CHAPTER 15
MAINTENANCE OF THE REGISTER

15.1 MERGER

15.1.1 Application for merger (Section 38)

Two or more separate applications for registration of trademark or registration of trademark may, upon the request of the applicant or registered proprietor, be merged into one application for registration of trademark or one registration of trademark.

The request under subsection (1) shall be made to the Registrar before or after the trademark is registered in the form as determined by the Registrar together with the payment of the prescribed fee.

15.1.2 Merger of separate applications or registrations (Regulation 43)

An applicant for registration of trademark, or a registered proprietor, as the case may be, may apply for the merger of two or more applications or two or more registrations.

The Registrar may merge the applications or registrations if the applications or registrations: -

a) Identical trademark
b) Same filing date
c) Same application status
d) Same registration status
e) Same applicant or registered proprietor
f) Same address
g) Same classification edition (Nice classification edition)

15.1.3 Request for Merger of Trademark Applications/Registrations

A request for the merger of trademark applications or registrations shall be filed with the Registrar by submitting **TMA6**, along with the prescribed fee.

In the case of merging two applications, the class from one will be consolidated into the other. The application number to be retained shall be the one with the **smaller application number**.

Example:

Application No: 00012096, Class 35
Application No: 00012097, Class 38

The class 38 from Application No. 00012097 will be merged into Application No. 00012096.

After the merger has been validated by the Registrar, application no. **00012096** will **reflect class 35 and 38**, from both applications, and Application No. **00012097** will be marked as **Merged**.

START
Receive documents/GR created
Make a decision on whether the application/registration can be merged or not
No
Raise requirement
Yes
Issue and print merger notification
END
Post/mailbox/print through system

15.1.4 Samples

Fee Code
TMA6

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
APPLICATION FOR MERGER APPLICATION FOR REGISTRATION OR REGISTERED TRADEMARK

Note:
Please fill up all information require and attached related document if any.

Application for merger of application or registered trademarks must be of the same applicant or proprietor, filing date and are for identical marks

1	**Application or Registration No. to be merged:** 00012097 00012096
2	**Name of Applicant/Registered Proprietor** (Please mark off box which is applicable) x No change from the existing record ☐ Different from the existing record [Please fill up the box below. Fee of RM20 (Fee Code TMB4) will be charged to change name of the applicant together with this request. Various changes can be made under one payment]
3	**Address of Applicant/Registered Proprietor** (Please mark off box which is applicable) x No change from the existing record ☐ Different from the existing record [Please fill up the box below. Fee of RM20 (Fee Code TMB4) will be charged to change address of the applicant together with this request. Various changes can be made under one payment] **Postcode:** **Town:** **State/Country:**
4	**Agent** a Name: b Agent Code (if known) c Agent's Reference Note: Fee of RM20 (Fee Code TMR7) will be charged if the agent is newly appointed

Bibliographical Data | Activities | Discussion(s) | History | Document(s) | Examination | Payment(s)

Case Data

Client Reference	CG/LPY/5603834/NA/DN		
Status	Merged	Submission Date	04 Sep 2000
Application Number	00012097	Filed/Designation Date	04 Sep 2000
Application Type	National Trade Mark		
Journal Name		Publication Date	19 Dec 2002
		Registered/Protected on	04 Sep 2000
		Renewal Due Date	04 Sep 2030
		Issue of Certificate Date	23 Jul 2003
Date of Legal Status	29 Apr 2022		

Preliminary Search & Advice

Nice Classification

Classif	Goods and Services Description	Status	Expiration Date
35	ADVERTISING, BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; COMMERCIAL, INDUSTRIAL AND BUSINESS MANAGEMENT ASSISTANCE; BUSINESS APPRAISALS; ADVISORY SERVICES FOR BUSINESS MANAGEMENT; MARKET RESEARCH; MARKETING STUDIES; STATISTICAL INFORMATION (BUSINESS); PREPARATION OF STATEMENTS OF ACCOUNTS; BOOK-KEEPING; BUSINESS RESEARCH; PUBLIC RELATIONS; PUBLICATION OF PUBLICITY TEXTS; ISSUING OF PUBLICITY LEAFLETS; ALL INCLUDED IN CLASS 35.	Registered	04 Sep 2030

PreApproved No

Bibliographical Data | Activities | Discussion(s) | History | Document(s) | Examination | Payment(s)

Case Data

Client Reference	CG/LPY/5603836/NA/DN		
Status	Registered	Submission Date	04 Sep 2000
Application Number	00012096	Filed/Designation Date	04 Sep 2000
Application Type	National Trade Mark		
Journal Name		Publication Date	19 Dec 2002
		Registered/Protected on	04 Sep 2000
		Renewal Due Date	04 Sep 2030
		Issue of Certificate Date	24 May 2003
Date of Legal Status	08 Jan 2010		

Nice Classification

Classif	Goods and Services Description	Status	Expiration Date
35	ADVERTISING, BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; COMMERCIAL, INDUSTRIAL AND BUSINESS MANAGEMENT ASSISTANCE; BUSINESS APPRAISALS; ADVISORY SERVICES FOR BUSINESS MANAGEMENT; MARKET RESEARCH; MARKETING STUDIES; STATISTICAL INFORMATION (BUSINESS); PREPARATION OF STATEMENTS OF ACCOUNTS; BOOK-KEEPING; BUSINESS RESEARCH; PUBLIC RELATIONS; PUBLICATION OF PUBLICITY TEXTS; ISSUING OF PUBLICITY LEAFLETS; ALL INCLUDED IN CLASS 35.	Registered	04 Sep 2030
38	TELECOMUNICATION SERVICES; INTERNET BASED TELECOMUNICATIONS SERVICES; DATA COMUNICATION SERVICES, ON-LINE INFORMATION SERVICES; ELECTRICAL DATA TRANSMISSON OVER A GLOBAL REMOTE DATA PROCESSING NETWORK, INCLUDING THE INTERNET; SERVICES FOR TRANSMISSON, PROVISION OR DISLPAY OF INFORMATION FROM A COMPUTER-STORED DATA BANK OR VIA THE INTERNET; TRANSMISSON OF DATA THROUGH THE USE OF ELECTRONIC IMAGE PROCESSING BY TELEPHONE LINK : ALL INCLUDED IN CLASS 38.	Registered	04 Sep 2030

15.2 DIVISION

15.2.1 Application for division (Section 37)

An application for the registration of trademark or the registration of trademark may, upon the request of the applicant or registered proprietor, be divided into two or more separate applications for the registration or registration of trademark.

The request shall be made by filing **TMA5,** along with the prescribed fee.

The application of trademark or registration of trademark will be given a new trademark number linked to the original application of trademark or registration of trademark.

15.2.2 Division of application for registration of trademark (Regulation 39)

An applicant can request to divide their trademark application, separating it by classes, goods, or services, at any point before registration, by paying the required fee.

The request for a division shall contain the following information: -

a) the applicant's name and address
b) the number of applications
c) list of classes (if to divide the classes)
d) list of goods or services (if to divide goods or services)
e) consent from the other party (if involve court case)

If any query is raised by the Registrar, the applicant/proprietor must respond within the specified period in the written notice, as no extension under Regulation 59 shall be allowed.

15.2.3 Effect of division of application for registration of trademark (Regulation 40)

If the Registrar allows a request for division, **each new application** becomes its own separate application, **independent** of the original one.

Filing date stays the same, even if the application is divided, the original filing date still applies to each application.

If the application was already published, any **opposition** on the trademark **will apply** to each of the new divided applications where relevant.

If someone **opposed only certain goods or services** in the original application, the Registrar **may allow** the application for division only if the applicant has **not yet filed** a counterstatement

If there is a **legal right** tied to the original application, that same right **will also apply** to each of the new divided applications.

15.2.4 Division of registration of trademark (Regulation 41)

A registered proprietor may, upon payment of the prescribed fee, request a division of the registration by classes or by goods or services.

The request for division shall contain the following information:

(a) the proprietor's name and address
(b) The original registration number
(c) List of classes (if to divide the classes
(d) List of goods or services (if to divide goods or services)
(e) Consent from the other party (if involve court case)

If the Registrar raises any query regarding the request for division, the applicant must respond within the period specified in the written notice. No extension of time under Regulation 59 shall be allowed.

15.2.5 Effect of division of registration of trademark (Regulation 42)

If the Registrar allows a request for division, the part that is divided out shall be independent from the original registration of trademark.

Filing date stays the same, even if the application is divided, the original filing date still applies to each trademark registration.

A request under regulation 41 shall not be accepted, where the request would introduce a division amongst the goods or services registration of trademark which is the subject of proceedings for its revocation or invalidation.

Where the original registration is subject to any conditions, disclaimer or limitation, the divisional registrations shall also be restricted.

Where the original registration has been registered together with particulars relating to the grant of the licence, any security interest or right in or under that original registration or any memorandum or statement of the effect of the memorandum, the Registrar shall enter in the Register the same particulars in relation to each of the divisional registrations into which the original registration has been divided.

If the Registrar **intends to revoke** certain classes from a registration, the Registrar shall, in addition to the requirement under paragraph 13 (2), require the registered proprietor or the person recorded under Part IX of the Act t**o file a request for division** within **two months** from the date of the notice issued under paragraph 13 (1).

15.2.6 **Examples**

Divide Class

Application No.	**:**	**TM2020010632**
Class	**:**	**16,35,42**
Divisional No.	**:**	**TM2020010632-A1**
Class	**:**	**42**
Main Application	**:**	**TM2020010632**
Class	**:**	**16,35**

The Registrar **will allow an unlimited number of requests** to divide, provided that each request complies with the relevant requirements and is accompanied by the prescribed fee.

2nd division

Application No.	**:**	**TM2020010632**
Class	**:**	**16,35**
Divisional No.	**:**	**TM2020010632-A1**
Class	**:**	**42**
2 nd Divisional No.	**:**	**TM2020010632-B1**
Class	**:**	**35**
Main Application	**:**	**TM2020010632**
Class	**:**	**16**

The applicant/owner **will now have 3 single class applications.**

1) **TM2020010632 – Class 16**
2) **TM2020010632-A1 – Class 42**
3) **TM2020010632-B1 – Class 35**

Fee Code
TMA5

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
REQUEST TO DIVIDE AN APPLICATION FOR REGISTRATION OR REGISTERED TRADEMARK

Note:
- Please fill up all information require and attached related document if any.
- Fee for this request is for one class. Please indicate number of classes requested

1	**Application or Registration No.:**	TM2020010632
2	**Number of Additional Divided Applications or Registrations:**	2

3 Specification of goods or services to be divided out (Mark off whichever is applicable)

☐ All goods or services in the following class(es) of the original application are to be divided out.

Class No.

42									

☐ The following goods or services of the original application are to be divided out.

Class No.	Specification of Goods or Services

4 Specification of goods or services to remain (Mark off whichever is applicable)

☐ All goods or services in the following class(es) of the original application are to remain.

Class No.

16	35								

☐ The following goods or services of the original application are to remain.

Class No.	Specification of Goods or Services

5 Name of Applicant or Registered Proprietor (Please mark off box which is applicable)

x No change from the existing record
☐ Different from the existing record
[Please fill up the box below. Fee of RM20 (Fee Code TMB4) will be charged to change name of the applicant together with this request. Various changes can be made under one payment]

Divide Goods or Services

Application No.	**:**	**M/022316**
Specification	**:**	***Cleansing masks; Creams for wrinkles; Creams for firming the skin; Washing preparations for laundry use; Bleaching preparations for laundry use; Detergents for laundry use***
Divisional No.	**:**	**M/022316-A1**
Specification	**:**	***Washing preparations for laundry use; Bleaching preparations for laundry use; Detergents for laundry use***
Main Application	**:**	**M/022316**
Specification	**:**	***Cleansing masks; Creams for wrinkles; Creams for firming the skin***

Fee Code
TMA5

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
REQUEST TO DIVIDE AN APPLICATION FOR REGISTRATION OR REGISTERED TRADEMARK

Note:
- Please fill up all information require and attached related document if any.
- Fee for this request is for one class. Please indicate number of classes requested

1	**Application or Registration No.:**	M/022316
2	**Number of Additional Divided Applications or Registrations:**	2

3 **Specification of goods or services to be divided out** (Mark off whichever is applicable)

☐ All goods or services in the following class(es) of the original application are to be divided out.

Class No.

☐ The following goods or services of the original application are to be divided out.

Class No.	Specification of Goods or Services
3	Washing preparations for laundry use; Bleaching preparations for laundry use; Detergents for laundry use

4 **Specification of goods or services to remain** (Mark off whichever is applicable)

☐ All goods or services in the following class(es) of the original application are to remain.

Class No.

☐ The following goods or services of the original application are to remain.

Class No.	Specification of Goods or Services
3	Cleansing masks; Creams for wrinkles; Creams for firming the skin

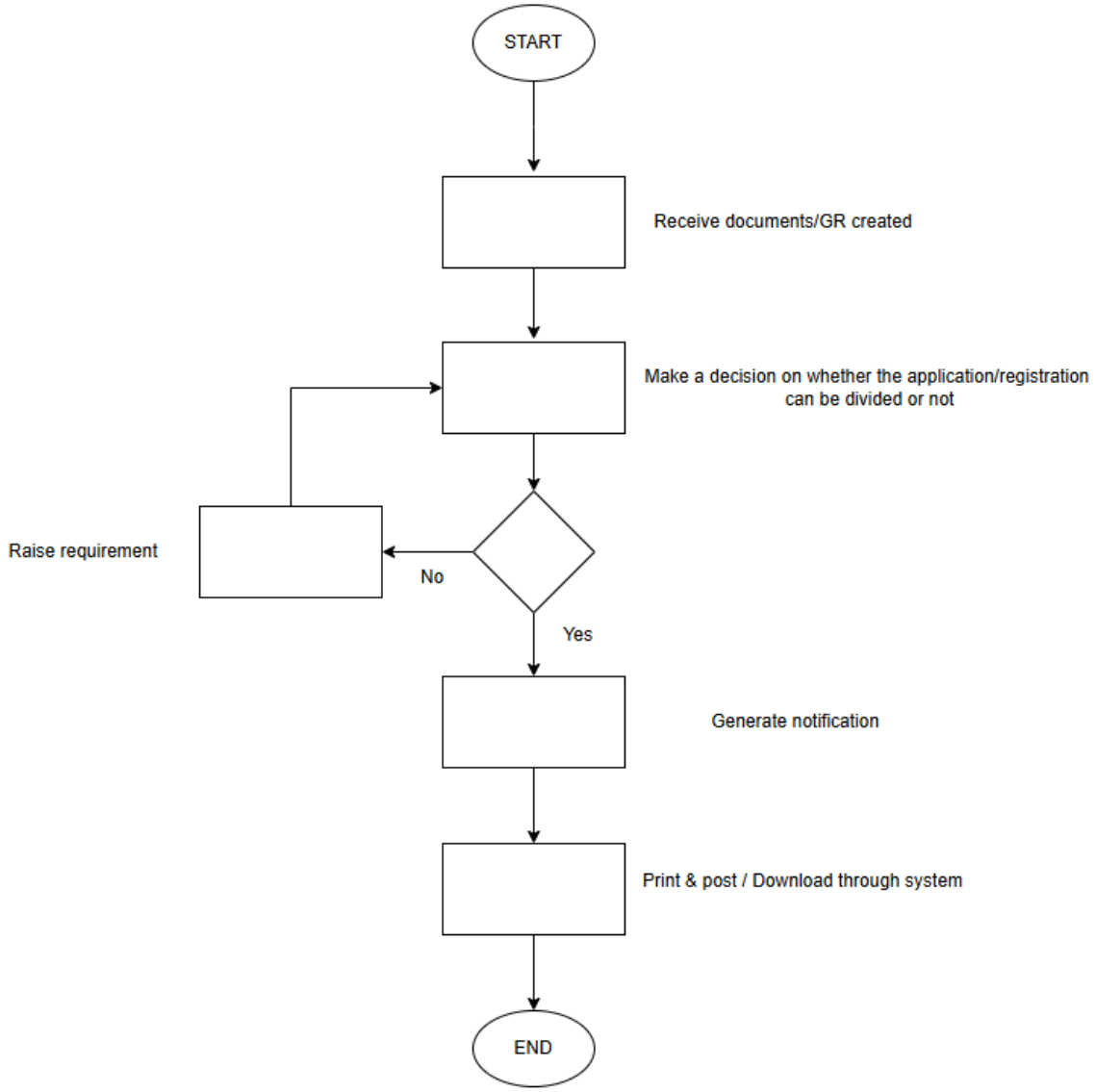
5 **Name of Applicant or Registered Proprietor** (Please mark off box which is applicable)

x No change from the existing record

☐ Different from the existing record

[Please fill up the box below. Fee of RM20 (Fee Code TMB4) will be charged to change name of the applicant together with this request. Various changes can be made under one payment]

15.2.7 Flowchart of Divisional Process



15.3 VOLUNTARY CANCELLATION

15.3.1 Voluntary cancellation of registered trademark (Section 44)

The Registrar shall cancel a trademark registration for some or all of the goods or services upon receiving a request from the registered proprietor.

The request shall be made by filing **TMF1**, along with the prescribed fee

Before cancelling the registration of the trademark, the Registrar shall notify—

a) any person recorded under Part IX as claiming a right in respect of, or an interest in, the trademark; and

b) the person to whom the trademark has been assigned or transmitted in the case where the assignment or transmission of the trademark has not yet been recorded by the Registrar after an application has been made to the Registrar to record such assignment or transmission of the trademark.

15.3.2 Request for voluntarily cancellation of registered trademark or registration in relation to certain goods or services (Regulation 50).

(1) A request for voluntary cancellation of a registered trademark in respect of some or all of the goods or services under subsection 44(1) of the Act may be filed by the registered proprietor, accompanied by payment of the prescribed fee, and in such request the registered proprietor shall—

(a) state the name and address of any person claiming a right in respect of, or an interest in, the trademark; and

(b) declare that any such person referred to in paragraph (a), has been sent not less than two months' notice of the registered proprietor's intention to cancel the registration of trademark, and is not affected, or if affected, consents to the cancellation.

(2) For the purpose of subregulation (1), the Registrar may by written notice require any further supporting documents or information and the registered proprietor shall file such documents or information within the period specified in the written notice.

(3) Upon receiving the request under subregulation (1), the Registrar shall notify the persons referred to in subsection 44(2) of the Act.

(4) The cancellation of the registration of trademark under this regulation shall take effect upon the Registrar being satisfied that the requirements under this regulation have been fulfilled.

(5) The Registrar shall, upon the cancellation taking effect, make the appropriate entry in the Register and publish the date of cancellation in the Journal

15.6 LICENSING

15.6.1 Introduction

A trademark licensing is a permission grant by the trademark owner (Licensor) to the other party (Licensee) the right to use or sell goods or services under the trademark on mutual agreed terms and conditions.

Under the Act 2019 **(Section 69(3))** a license must be in writing and signed by or on behalf of the Licensor in order for it to be effective.

It is not a mandatory requirement for the licenses to be recorded with the Registry to take enforce, but it is highly recommended to have all licenses recorded so that, such license shall be binding on the Licensor's interest.

On important note, notwithstanding the fact that the trademark is on licensing, the Licensor (the owner of the trademark) shall remain in control of the nature and quality of the goods or services related with the trademark.

This is to ensure that the quality control is there and that the licensee's use is consistent with the interest in the trademark and that the consumer will be benefited the same quality of good and services purchased.

As for International Registrations (IR) designating Malaysia, the recording of licenses in the International Register (WIPO) has no effect in Malaysia. Therefore, in order to have the licenses effected, the Holder must record the license affecting the International Registration designating Malaysia with MyIPO.

15.6.2 **Types of Licenses**

Exclusive License – authorizes only the Licensee to use the registered trademark in the manner authorised by the license. This means that no other party including the Registered Proprietor may use or operate under the said trademark.

Non-Exclusive License – allows the Licensor to use or operate under the said trademark. It also allows the Licensor to grant the license to various entities as licensees.

15.6.3 Procedures

An application to record a licensing of a registered trade mark or an application for a registered trade mark is by filing the Form TMH2 together with prescribed fee. Should the application be made through an agent, Form TMR7 must also be submitted.

15.6.4 Signature on documents

In case of partnership; shall contain the names of all the partners in full and shall be signed by –

a) all the partners
b) any partners stating that he signs on behalf of the partnership; or
c) any other person who satisfies the Registrar that he is authorized to sign the document on behalf of the partnership

In case of a body corporate; shall be signed by –

a) a director
b) the secretary; or
c) other principal officer of the body corporate; or
d) by any other person who satisfies the Registrar that he is authorized to sign the document on behalf of the body corporate

In case of an unincorporated body or association of persons; may be signed by –

1) any person who appears to the Registrar to be qualified to sign

In a situation where the Registrar is dissatisfied with the particulars given in TMH2 or believe that there is incomplete documentation, the Registrar may require for any documentary evidence via written notice to the Applicant. **(Para 12(3) TM Guideline 2019)**

Failure to comply for such request may render the application shall be deemed withdrawn. **(Para 12(4) TM Guideline 2019)**

“document” is defined as a document to be given or sent to, filed with or served on the Registrar in respect of the licensing.

15.6.5 Entry in Register

For the licensing of a registered trademark or any right in it, the following particulars shall be entered in the Register –

a) the name and address of the Licensor and Licensee;
b) the date of the Licensing; and
c) a description of the right licensed

15.6.6 Checklist information required in Licensing Agreement

- Date of the Agreement
- Parties involve – the Licensor; the Licensee
- Terms of the Agreement
- Goods and / or services involve
- Names and Signatures

15.6.7 Sample of TMH2

Fee Code
TMH2

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
APPLICATION TO RECORD REGISTRABLE TRANSACTION
(RELATING TO LICENSE)

Note:
- Please fill up all information require and attached related document if any.
- Fee for this request is for one class. Please indicate number of classes requested 1
- This form is not a substitute for the license agreement or other proof of the transaction

1	**Application/Registration No.**	:	**TM2025123456**
2	**Class(es)**	:	☐ All classes x Class(es) as specified below: **43**

3 **Goods or Services**

☐ All goods and services
☒ Some of goods and services. Please specify which class and goods and/or services

Class	List of Goods or Services
43	Bar services; Café services; Cafeteria services;

4 **Details of license**

a) **Type of license.** Mark off which is applicable.
☒ Exclusive
☐ Non-Exclusive

b) **Effective Date**

Date license starts	1 Mei 2025
Date license ends If applicable	

5 **Name of Registered Proprietor currently recorded in the register**

Donald Trumpet

6 Details of the licensee

a	**Full Name**	ModiNyahu F&B PLT
b	**Licensee type** (Specify whether Person/individual, body corporate, partnership, LLP, association/body authority or Other)	Partnership
c	**Licensee Address** • If the address is not within Malaysia, you must also complete section 7 below • If you want to use address other than business address, please also complete section 8	4, Jalan 4, Menara 44, **Postcode: 79100** **Town: Johor Bharu** **State/Country: Johor**
d	**Telephone** (For Malaysian applicant only)	607- 7404400
f	**Email**	☐ (Mark off this box if you would like us to correspond with you using our Electronic Filing System services. You must have a registered ID)
g	**Licensee's Reference** (If any and no agent appointed)	

7 Agent of Licensee

a	Name:	Gal Gadot Baron Cohen
b	Agent Code (if known)	4414
c	Reference	******

Note: Form TMR7(RM20.00) must be filed with this form if the agent is newly appointed

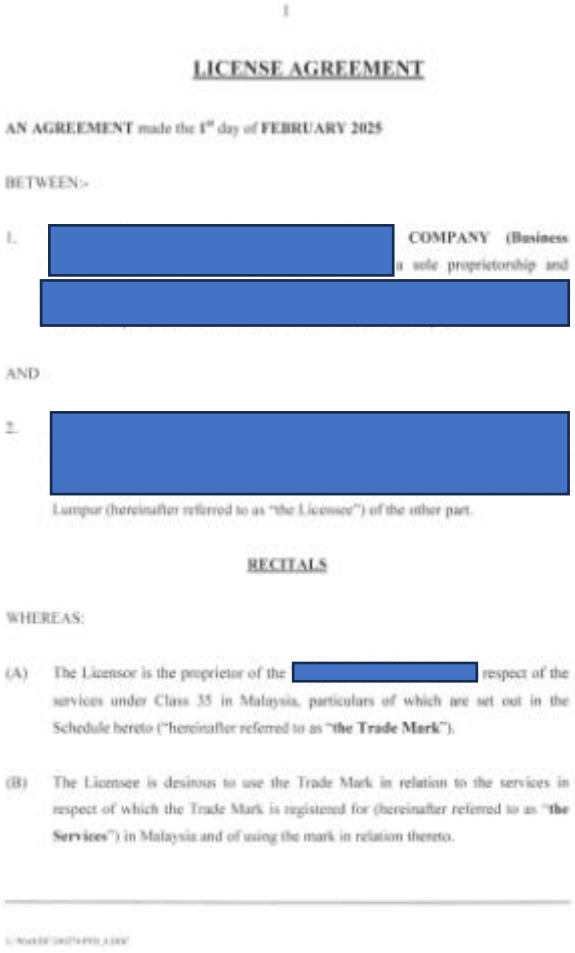
8 Authorization to record license

Note: Both parties or their representatives must sign this form. If this cannot be done, then personal representatives may sign on the appropriate box. Supporting documentary evidence must be provided.

Matters	Registered Proprietor	Licensee
Please mark off appropriate box	☐ Registered Proprietor ☒ Registered Proprietor 's Recorded Representative	☐ Licensee ☒ Licensee 's Representative (to be recorded)
Signature		
Name (Block Capital)	Gal Gadot Baron Cohen	Gal Gadot Baron Cohen

9	**Declaration and Signature** ☐ **By the Applicant/Registered Proprietor Filing the Form** I, the undersigned, do hereby declare that the information furnished above is true to the best of my knowledge. ☒ **By Agent** (An agent signing this Form on behalf of the applicant shall satisfy himself as to the truth of the declaration) I, the undersigned, do hereby declare that: i I have been duly appointed and authorized to act as an agent on behalf of the applicant/registered proprietor who is filing this form. ii the information furnished above on behalf of the applicant/registered proprietor who is filing this form is true to the best of the applicant(s)' knowledge. Signature: ..... Name of signatory: Gal Gadot Baron Cohen Official capacity of signatory: Agent No. 4414 (Examples: Authorized person, Director, Partner or Principal Officer of Applicant(s)/ Agent) Date: ..... **Attention:** **It is an offence under section 103 of the Trademark Act 2019 to make or cause to be made a false entry to the Trademarks Office and that person may be liable to a fine not exceeding RM50,000 or a term of imprisonment not exceeding 5 years or to both.**
10	**Confidentiality of Document** (Please mark off the box if applicable) ☐ I want to apply for this document to be treated as confidential (Fee of RM 10 will be added to the application fee)
11	**Scanning Sheet** (Self-calculation for payment of scanning services) No / Name of Document / No of Page(s) / Amount (RM2 for each page) TOTAL PAYMENT FOR SCANNING SERVICES: RM ..... ☐ If more space is necessary, mark off this box and use an additional sheet
12	**PAYMENT DETAILS** [Note: This will depend on the method of payment accepted.] ☐ Cash ☐ Cheque (Cheque No.) ☐ FPX ☐ Local Order (LO No.) ☐ Credit Card ☐ Other, please specify:

15.6.8 SAMPLE OF LICENSING AGREEMENT



1

LICENSE AGREEMENT

AN AGREEMENT made the 1st day of **FEBRUARY 2025**

BETWEEN:-

1. [redacted] **COMPANY (Business** a sole proprietorship and [redacted]

AND

2. [redacted]

Lumpur (hereinafter referred to as "the Licensee") of the other part.

RECITALS

WHEREAS:

(A) The Licensor is the proprietor of the [redacted] respect of the services under Class 35 in Malaysia, particulars of which are set out in the Schedule hereto ("hereinafter referred to as "**the Trade Mark**").

(B) The Licensee is desirous to use the Trade Mark in relation to the services in respect of which the Trade Mark is registered for (hereinafter referred to as "**the Services**") in Malaysia and of using the mark in relation thereto.

(C) The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor the right to use the Trade Mark for the term as stated in this Agreement commencing from the date hereof upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto agree as follows:

1. RIGHTS GRANTED AND TERRITORY

1.1 Grant of Permission

The Licensor hereby authorises the Licensee during the period of this Agreement to use the Trade Mark upon or in relation to the Services in accordance with directions given, and information supplied by the Licensor or by persons authorised to act on behalf of the Licensor from time to time.

1.2 Exclusive Trade Mark License

In consideration of the sum of Ringgit Malaysia Ten (10.00) only, the receipt and sufficiency whereof the Licensor hereby acknowledges, the Licensor hereby grants to Licensee an exclusive license and non-transferable right (without any sub-licensing right) to use the Trade Mark in respect and solely in relation to the Services in **Malaysia**. Notwithstanding the foregoing, the Licensor shall have the right to itself to use the Trade Mark in Malaysia and other countries in such manner as the Licensor shall from time to time think fit.

2. DURATION

2.1. This Agreement shall commence on the date of this Agreement ("Commencement Date") and shall unless terminated in any of the circumstances **of Clause 8.2 of**

this Agreement continue in force until terminated by the Licensor by giving to the Licensee at least six months notice in writing.

3. USE OF THE TRADE MARK

3.1 Manner of use

The Licensee shall use the Trade Mark solely in the manner approved by the Licensor, and shall observe any reasonable directions given by the Licensor as to colours and size of the representations of the Trade Mark and the manner and disposition on the products and their packaging, or on catalogues, leaflets, sign boards, letterheads, invoices, delivery order or any other transaction documents and other advertising media and structures in the normal course of trade.

3.2 In the event that the Licensee shall use the Trade Mark together with any letters, figures, or indications other than the particular registration indication or in a manner different from the representation of the Trade Mark in the Schedule hereto, the Licensee shall obtain the prior consent of the Licensor.

3.3 Maintenance of Goodwill

3.3.1 The use of the Trade Mark by the Licensee shall at all times be in keeping with and seek to maintain their distinctiveness and reputation as determined by the Licensor, and the Licensee shall forthwith cease any use not consistent therewith as the Licensor may reasonably require.

3.3.2 The Licensee shall not use the Trade Mark in any manner that may impair the reputation or goodwill of the Trade Mark or may dilute or weaken its uniqueness. If the reputation, goodwill or any of the rights to the Trade Mark is impaired by use or acts of the Licensee in any manner, the Licensee shall be liable to the Licensor for remedy for such impairment.

B. Sent by prepaid registered post addressed as follows:-

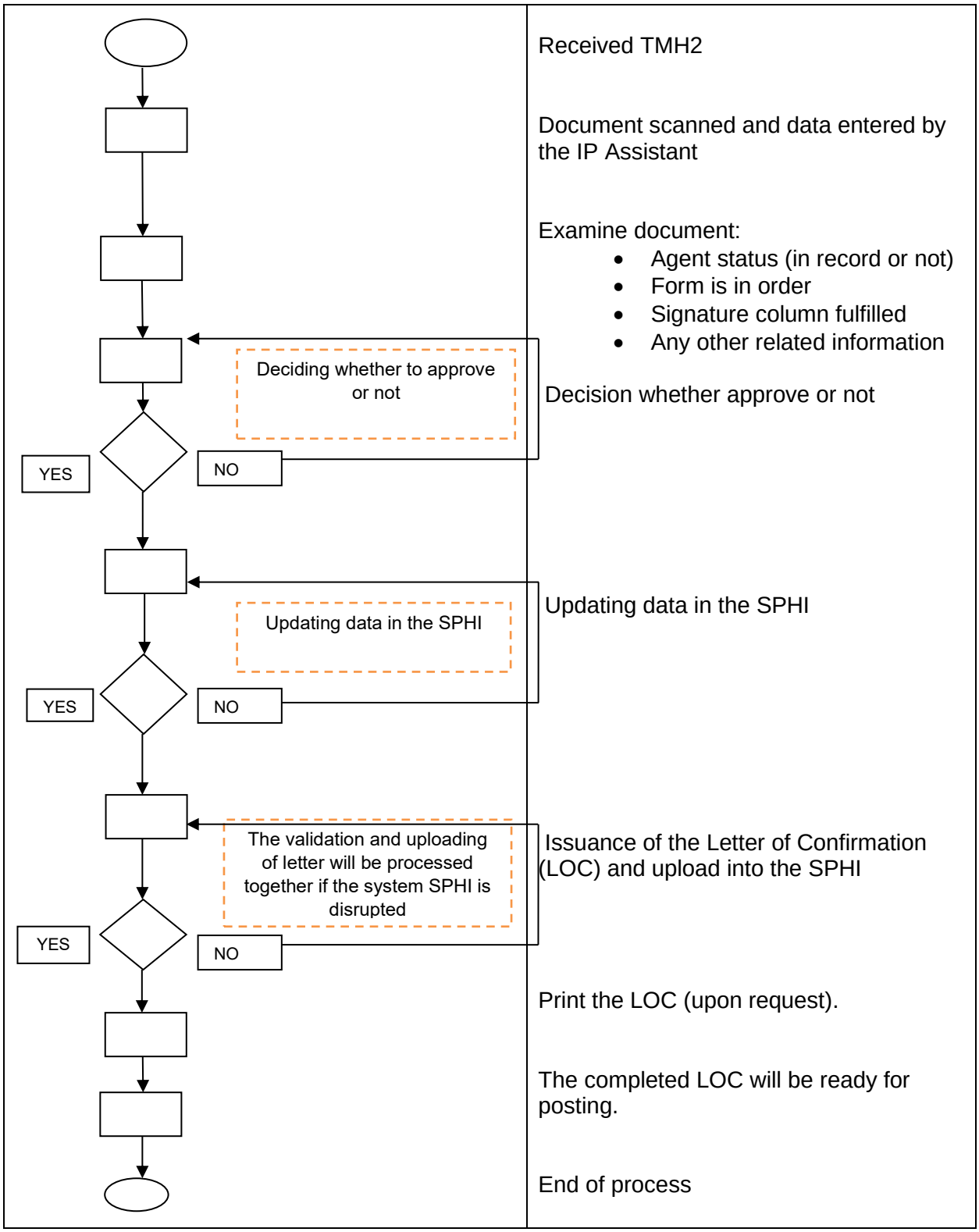
To the Licensor at:

To the Licensee at:

or to such other addresses as may hereinafter be furnished in writing by either party hereto to the other, and such mail shall be deemed conclusively to have been received on tenth (10th) day of the recipient following the date on which it is so mailed.

[THE REMAINING PAGE IS INTENTIONALLY LEFT BLANK]

15.6.9 A comprehensive overview of the whole process of licensing is provided in the flow chart below.



Received TMH2

Document scanned and data entered by the IP Assistant

Examine document:

- Agent status (in record or not)
- Form is in order
- Signature column fulfilled
- Any other related information

Decision whether approve or not

Updating data in the SPHI

Issuance of the Letter of Confirmation (LOC) and upload into the SPHI

Print the LOC (upon request).

The completed LOC will be ready for posting.

End of process

15.7 MAINTENANCE OF THE REGISTER (SECURITY INTEREST) SECTION 65 OR 67 OF THE TRADEMARKS ACT 2019

15.7.1 Introduction

A security interest in a trademark is a right given by the trademark owner to the lender to be used as a form of collateral to secure loan / financial assistance from a financier / lender. Application for security interest can be established regardless of whether the trademark is registered or merely pending. The Trademark Act 2019 recognizes both registered and pending trademarks as personal and moveable property that can be subject to a security interest. (**Section 62 of the Trademark Act 2019**) In the event of default of payment, the financier could take possession of the trademark pledged.

Fundamental aspects of Security Interest Requirements

Written Agreement

A formal agreement, signed by both the trademark owner (the Grantor) and the lender (the Grantee) is needed to outline the terms of the security interest.

Registration (for registered marks)

If the trademark is registered, the security interest must be registered with MyIPO as to ensure its validity against third parties.

Notice (for pending marks)

Though registration is not mandatory for pending trademarks, however the lender will need to have the dealings secured, hence a notification about the security interest to MyIPO is vital.

15.7.2 Procedures

An application to record a security interest of a registered trade mark is documented by a submission of **Form TMH3** together with prescribed fee.

In the event that the application is made through an agent, a **Form TMR7** must also be submitted together with the **Form TMH3**. It is important to note that, should the agent be acting for both parties, the **Form TMR7** should be filed separately as per the Grantor and the Grantee.

The security interest can be terminated when the Grantor has successfully repaid the loan and fulfilled their obligations to the Grantee. The termination processes are initiated by filing of the **Form TMH3A** together with prescribed fee.

"document" is defined as a document to be given or sent to, filed with or served on the Registrar in respect of the charge (security interest).

15.7.3 Entry in Register

(Para 11 (1) (c) of Guidelines of Trademarks 2019)

For an assignment of a registered trademark or any right in it, the following particulars shall be entered in the Register –

a) the name and address of the Grantor and Grantee;
b) the date of the Security Interest;
c) the nature of the interest (whether fixed or floating); and
d) the extend of the security and the right in or under the mark secured

A) Sample of TMH3

Fee Code
TMH3

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
APPLICATION TO RECORD REGISTRABLE TRANSACTION
(RELATING TO SECURITY INTEREST OR CHARGE)

Note:
- Please fill up all information require and attached related document if any.
- Fee for this request is for one class. Please indicate number of classes requested
- This form is not a substitute for the license agreement or other proof of the transaction

1	**Application/Registration No.**	:	**20130008345**
2	**Class(es)**	:	×☐ All classes ☐ Class(es) as specified below: 12
3	**Details of Security Interest or Charge** a) **Type of security interest or charge.** Mark off which is applicable. ☐ Fixed and floating charge ☒ Fixed charge ☐ Floating charge b) **Effective Date** Starts date of charge: 25 May 2020		
4	**Name of Registered Proprietor or Grantor currently recorded in the register** Damion R4		
5	**Details of the Grantee (Security Holder)**		

a	**Full Name**	Minion G7
b	**Grantee type** (Specify whether Person/individual, body corporate, partnership, LLP, association/body authority or Other)	
c	**Grantee Address** • If the address is not within Malaysia, you must also complete section 6 below • If you want to use address other than business address, please also complete section 7	Mulberry Atmosphere, Italy **Postcode:** **Town:** **State/Country:**
d	**Telephone** (For Malaysian applicant only)	
e	**Email**	☐ (Mark off this box if you would like us to correspond with you using our Electronic Filing System services. You must have a registered ID)
f	**Reference** (If any and no agent appointed)	

6 **Agent of Grantee**

a	Name:	Patrick Serendah
b	Agent Code (if known)	3500
c	Reference	**13459MY00567**

Note: Form TMR7(RM20.00) must be filed with this form if the agent is newly appointed

7 **Authorization to change register**

Note: Both parties or their representatives must sign this form. If this cannot be done, then personal representatives may sign on the appropriate box. Supporting documentary evidence must be provided.

Matters	Grantor	Grantee
Please mark off appropriate box	☐ Grantor ☒ Grantor's Recorded Representative	☐ Grantee ☒ Grantee's Representative (to be recorded)
Signature		
Name (Block Capital)	PATRICK SERENDAH	PATRICK SERENDAH

8 **Declaration and Signature**

☒ **By the Applicant/Registered Proprietor Filing the Form**
I, the undersigned, do hereby declare that the information furnished above is true to the best of my knowledge.

☐ **By Agent** (An agent signing this Form on behalf of the applicant shall satisfy himself as to the truth of the declaration)

I, the undersigned, do hereby declare that:
i I have been duly appointed and authorized to act as an agent on behalf of the applicant/registered proprietor who is filing this form.
ii the information furnished above on behalf of the applicant/registered proprietor who is filing this form is true to the best of the applicant(s)' knowledge.

Signature: .....

Name of signatory: PATRICK SERENDAH

Official capacity of signatory: TRADEMARK AGENT

(Examples: Authorized person, Director, Partner or Principal Officer of Applicant(s)/ Agent)

Date: 05/06/2020

Attention:

It is an offence under section 103 of the Trademark Act 2019 to make or cause to be made a false entry to the Trademarks Office and that person may be liable to a fine not exceeding RM50,000 or a term of imprisonment not exceeding 5 years or to both.

9 **Confidentiality of Document**
(Please mark off the box if applicable)

☐ I want to apply for this document to be treated as confidential (Fee of RM 10 will be added to the application fee)

10 **Scanning Sheet**
(Self-calculation for payment of scanning services)

No	Name of Document	No of Page(s)	Amount (RM2 for each page)
TOTAL PAGES AND AMOUNT TO PAY			

☐ If more space is necessary, mark off this box and use an additional sheet

11 **PAYMENT DETAILS** [Note: This will depend on the method of payment accepted.]

☐ Cash	☐ Cheque (Cheque No.)	
☐ FPX	☐ Local Order (LO No.)	
☐ Credit Card	☐ Other, please specify:	

B) Sample Pledge for Security Interest

PLEDGE CONFIRMATION

THIS PLEDGE CONFIRMATION is dated 25 May 2020 and made

BETWEEN:

(1) the **PERSONS** listed in Schedule 1 (Security Providers) as security providers (the **Security Providers**); and

(2) [redacted] as security agent (the **Security Agent**) and with the contact details identified with its name below.

WHEREAS:

(A) Under the Dutch security agreement dated 15 May 2020 between each Security Provider and the Security Agent (the **Security Agreement**), each Security Provider has granted a right of pledge over certain of its intellectual property rights in favour of the Security Agent.

(B) For the purposes of registration of the right of pledge in the relevant intellectual property registry, each Security Provider and the Security Agent wish to use this declaration to evidence the creation of such security rights.

IT IS AGREED as follows:

1. Security Agreement

(a) Each Security Provider and the Security Agent have entered into the Security Agreement under which a right of pledge over its intellectual property listed in Schedule 2 (Intellectual Property) has been granted by it in favour of the Security Agent.

(b) The rights of pledge have been created on the date of the Security Agreement and will continue to remain in force and effect until the earlier of a release by operation of law and any expressly agreed release between the Security Providers and the Security Agent.

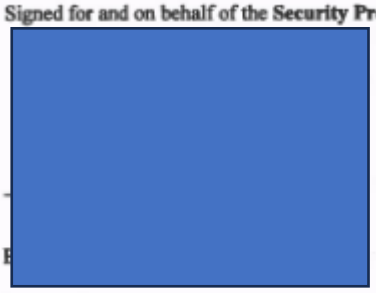
2. Consent

The Security Agent consents to the Security Providers (or any agent or attorney on its behalf) registering the rights of pledge in the relevant intellectual property registry.

3. Governing law

This confirmation and any non-contractual obligations arising out of or in connection with it are governed by Dutch law.

Signed for and on behalf of the **Security Providers** listed in Schedule 1 hereto



its: authorised signatory

Security Agent

By:

SCHEDULE 1

SECURITY PROVIDERS

Name of Security Provider	**Registered number**

C) Sample of TMH3A

Fee Code
TMH3A

INTELLECTUAL PROPERTY CORPORATION OF MALAYSIA
TRADEMARKS ACT 2019
Application for amendment or termination of security interest or charge

Note:
- Please fill up all information require and attached related document if any.
- Fee for this request is for one class. Please indicate number of classes requested 1
- This form is not a substitute for the license agreement or other proof of the transaction

1	**Application or Registration No.** :	[redacted]
2	**Class(es)** :	☐ All classes ☒ Class(es) as specified below: 42
3	**Details of cancellation of Security Interest or Charge**	
	Date of charge to be cancelled	26 JUNE 2024
4	**Name of registered proprietor or grantor currently recorded in the register**	[redacted]
5	**Authorization to cancel the change register**	

Note: Both parties or their representatives must sign this form. If this cannot be done, then personal representatives may sign on the appropriate box. Supporting documentary evidence must be provided.

	Grantor	Grantee
Please tick appropriate box	☒ Grantor ☐ Grantor's Recorded Representative	☒ Grantee ☐ Grantee's Representative (to be recorded)
Signature	[redacted]	
Name (Block Capital)		

6 **Declaration:**

☐ **By Person Filing the Form**

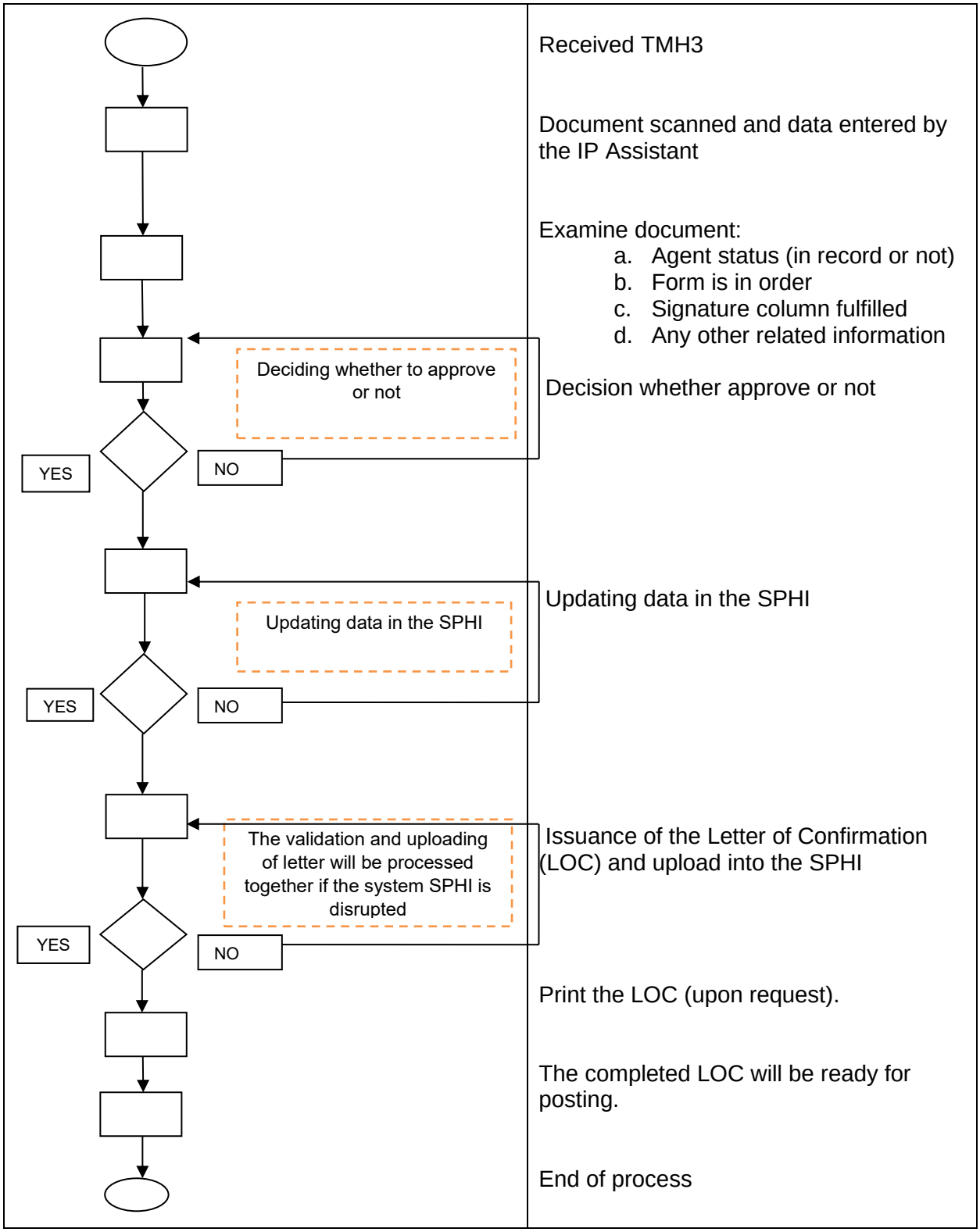
I, the undersigned, do hereby declare that the information furnished above is true to the best of my knowledge.

☒ **By Agent**

I, the undersigned, do hereby declare that:

i I have been duly authorized to act as an agent on behalf of the person(s) filing this form.

ii The information furnished above on behalf of the person(s) filing this form is true to the best of the person(s)' knowledge.

DITERIMA
- 6 SEP 2024

D) A comprehensive overview of the whole process for security interest is provided in the flow chart below