

Trademark Right	Date	February 26, 2025	Court	Intellectual Property High Court, First Division
	Case number	2024 (Gyo-Ke) 10061 (Case A), 2024 (Gyo-Ke) 10062 (Case B), 2024 (Gyo-Ke) 10063 (Case C)		

- A case in which, with regard to the trademark rights subject to requests for trials for rescission of trademark registration, the court found an error in the determination in the JPO decisions to rescind the trademark registration regarding the trademarks in question, ruling that the holder of the non-exclusive license that was granted by the holder of the trademark rights can be regarded as having used the registered trademarks in an advertisement for the designated goods, etc.

Case type: Rescission of Trial Decision of Rescission

Result: All claims granted

References: Article 50, paragraph (1) and Article 2, paragraph (3), items (ii) and (viii) of the Trademark Act

Related rights, etc.:

[Case A] Recission Trial No. 2021- 300962, Trademark Registration No. 4128317 (Trademark A)

[Case B] Recission Trial No. 2021-300963, Trademark Registration No. 4186486 (Trademark B)

[Case C] Rescission Trial No. 2021-300965, Trademark Registration No. 5294162 (Trademark C)

Summary of the Judgment

1. The Plaintiff is one of the joint holders of the trademark rights for Trademarks A to C (collectively referred to as the "Trademarks") (these trademark rights are jointly held by the Plaintiff and RAFFLES, Inc. (referred to below as "Raffles")).

The Defendant filed requests for trials for rescission of trademark registration regarding the Trademarks, alleging that registration should be rescinded with regard to all of these trademarks pursuant to Article 50 of the Trademark Act. The Japan Patent Office (JPO) examined these requests in Recission Trial No. 2021- 300962 (Trademark A), Recission Trial No. 2021-300963 (Trademark B), and Rescission Trial No. 2021-

300965 (Trademark C), and rendered decisions to rescind the registration of Trademarks A and B, and a decision to rescind the registration of Trademark C in relation to "all designated goods" in Class 25 among its designated goods (these decisions by the JPO are referred to below as the "JPO Decisions").

2. In the JPO Decisions, the JPO held as summarized below.

The Plaintiff and Raffles argue that A-STYLE, INC. (referred to below as "A-style") was a person licensed by the holder of the trademark rights to use the Trademarks during the period for which proof of use of the Trademarks is required (referred to below as the "Proof-Required Period") and that A-style used the Trademarks during this period. However, the license agreement in question was concluded between A-style and only one of the joint holders of trademark rights, Raffles, and it cannot be found to have been concluded between A-style and the Plaintiff, another joint holder of the trademark rights.

Even though the act of A-style to have exhibited in the trade show the sweatshirts carrying the mark in use (the "CONART logo") for the purpose of selling the goods may constitute the act of use as referred to in Article 2, paragraph (3), item (viii) of the Trademark Act, the user of the Trademarks cannot be identified, and it cannot be found that the Trademarks were used by any of the holder of the trademark rights, the exclusive trademark licensee, or the non-exclusive trademark licensee. Furthermore, Trademarks A and B and the CONART logo cannot be found to be trademarks and a mark that are identical with each other from a common sense perspective, because they are clearly different in terms of whether they contain a red oval figure.

3. The Plaintiff filed this action to seek the rescission of the JPO Decisions.

4. In this judgment, the court rescinded the JPO Decisions, holding as summarized below.

(1) Although the Plaintiff is not named as a party to the license agreement between Raffles and A-style, it is explicitly stated in this agreement that the Plaintiff entrusts Raffles with the management of the trademark rights held by the Plaintiff in Japan and that the agreement is entered into based on this entrustment. In addition, according to the written statements, etc. of the representative of the Plaintiff and other evidence, it is mentioned that the conclusion of a license agreement was conducted by the representative of Raffles alone, while obtaining the consent of the Plaintiff, and there is nothing unnatural in the content of what is thus mentioned. Furthermore, it is found that 50% of the amount that is deemed to be the royalties under that license agreement was recorded as an account payable in the financial statements and the relevant amount was remitted overseas to the Plaintiff.

According to the above, it is found that when Raffles concluded the abovementioned

license agreement with A-style, the Plaintiff also granted the license to A-style, and it is easily found that Raffles granted a non-exclusive license to A-style with the consent of the Plaintiff, a joint holder of the trademark rights for the Trademarks (Article 35 of the Trademark Act, and Article 73, paragraph (3) of the Patent Act).

(2) It is understood that in a trial for rescission of the registration of a trademark not in use, the use of a trademark that is not necessarily identical with the registered trademark but that is found to be identical with the registered trademark from a common sense perspective, such as a trademark that is written in different characters among hiragana characters, katakana characters, or the Latin alphabet, from the registered trademark but identical with the registered trademark in terms of pronunciation and concept, can be regarded as the use of the registered trademark.

In this case, the following facts are found: the CONART logo that A-style displayed on the T-shirts and other items exhibited in the trade show held from October 13 to 15, 2021, is identical with Trademark C from a common sense perspective; the CONART logo displayed on the T-shirts and other items in A-style's pamphlet distributed at the trade show (the "Pamphlet") is identical with Trademark C from a common sense perspective; and the CONART logo displayed on the upper part of the Pamphlet is identical with Trademark C from a common sense perspective.

In the Pamphlet, the characters, "CONART LOGO", are displayed above the illustrations of the goods. Given that "CONART" and "LOGO" are divided in appearance in "CONART LOGO" by a blank space between them, and that "CONART LOGO" can be understood as meaning a logo of "CONART," a made-up word, the "CONART" part can be observed separately from the "LOGO" part. Therefore, "CONART LOGO" displayed in the Pamphlet and Trademark B composed of the alphabet characters, "CONART", written horizontally, can be regarded as being identical with each other from a common sense perspective. In addition, "CONART LOGO" displayed in the Pamphlet and Trademark A composed of the alphabet characters, "CONART", and the katakana characters representing their Japanese pronunciation, "コナー ト", written in two rows, can also be regarded as being identical with each other from a common sense perspective.

According to the above, it is found that during the Proof-Required Period, A-style, the non-exclusive trademark licensee related to the Trademarks, used Trademark C by exhibiting for the purpose of transfer or delivery, the goods, namely, T-shirts (short sleeve) and sweatshirts, with Trademark C affixed thereto (Article 2, paragraph (3), item (ii) of the Trademark Act), and used the Trademarks by distributing the Pamphlet, the advertisement for the goods, while affixing the Trademarks thereto (item (viii) of

that paragraph).

(3) Consequently, it can be said that the non-exclusive trademark licensee used the Trademarks in relation to the designated goods (for Trademark C, limited to the goods in Class 25) in Japan during the Proof-Required Period.

CONART
コナート

[Trademark A]

CONART

[Trademark B]



[Trademark C]



[Mark in use (CONART logo)]

Judgment rendered on February 26, 2025

2024 (Gyo-Ke) 10061, Case of seeking rescission of the JPO decision (Case A)

2024 (Gyo-Ke) 10062, Case of seeking rescission of the JPO decision (Case B)

2024 (Gyo-Ke) 10063, Case of seeking rescission of the JPO decision (Case C)

Date of conclusion of oral argument: December 19, 2024

Judgment

Plaintiff in Cases A to C: Raffles Properties Inc. (referred to below as the "Plaintiff")

Defendant in Cases A to C: Y (referred to below as the "Defendant")

Main text

1. All of the decisions made by the Japan Patent Office (JPO) on February 26, 2024, for the cases of Recission Trial No. 2021- 300962, Recission Trial No. 2021-300963, and Rescission Trial No. 2021-300965 shall be rescinded.
2. The court costs for all these cases shall be borne by the Defendant.
3. The additional period to be given to the Defendant for filing a final appeal and a petition for acceptance of final appeal against this judgment shall be 30 days.

Facts and reasons

No. 1 Claim

Same as the main text.

No. 2 Outline of the case

The Plaintiff is one of the joint holders of the trademark rights for Trademarks A to C indicated in Attachment 1, List of Trademarks (below these trademarks are individually referred to as "Trademark A" or the like as specified in that list, and collectively referred to as the "Trademarks") (Exhibits Ko 1, 2, 36, 37, 40, and 41; unless otherwise noted, the branch numbers of the exhibit numbers are omitted in this judgment).

In Cases A to C, the Plaintiff seeks the rescission of the JPO decisions to rescind the trademark registration regarding the Trademarks (regarding Trademark C, in relation to the trademark registration for part of the designated goods) on the grounds that all of these trademarks fall under Article 50 of the Trademark Act.

1. Developments in the procedures at the JPO

On December 2, 2021, the Defendant filed requests for trials for rescission of trademark registration regarding the Trademarks against the Plaintiff and RAFFLES,

Inc. (referred to below as "Raffles") that are joint holders of the trademark rights for the Trademarks, alleging that registration should be rescinded with regard to all of these trademarks pursuant to Article 50 of the Trademark Act (the Defendant sought the rescission of registration of Trademarks A and B in relation to all of their designated goods and the rescission of registration of Trademark C in relation to "all designated goods" in Class 25 among its designated goods). On December 16, 2021, these requests for trials were registered. Accordingly, the period of "within three years before the registration of the request for the trial" as prescribed in paragraph (2) of that Article is the period from December 16, 2018, to December 15, 2021, during which proof of use of the Trademarks is required (referred to below as the "Proof-Required Period").

Having examined these requests in Recission Trial No. 2021- 300962 (Trademark A), Recission Trial No. 2021-300963 (Trademark B), and Rescission Trial No. 2021-300965 (Trademark C), and on February 26, 2024, the JPO rendered decisions to rescind the registration of Trademarks A and B (below the JPO decision for Case A is referred to as "Case A Decision" and the JPO decision for Case B is referred to as "Case B Decision"), and a decision to rescind the registration of Trademark C in relation to "all designated goods" in Class 25 among its designated goods (below the JPO decision for Case C is referred to as "Case C Decision"; these JPO decisions are collectively referred to as the "JPO Decisions"). On March 8, 2024, the certified copies of the JPO Decisions were served upon the Plaintiff (with the additional period of 90 days).

On July 3, 2024, the Plaintiff filed actions to seek the rescission of the JPO Decisions.

2. Summaries of the reasons for the JPO Decisions

The summaries of the reasons for the JPO Decisions are compiled below, as they have many parts in common except that the trademarks subject to examination for each case are Trademarks A to C, respectively (the statement regarding Trademark A is based on the statement in the Case A Decision, the statement regarding Trademark B is based on the statement in the Case B Decision, and the statement regarding Trademark C is based on the statement in the Case C Decision, respectively).

(1) The Plaintiff and Raffles argue that A-STYLE, INC. (referred to below as "A-style") was a person licensed by the holder of the trademark rights to use the Trademarks during the Proof-Required Period and that A-style used the Trademarks during this period. However, looking at the content of the "license agreement" concluded between Raffles and A-style, the company name of Raffles and the name of its representative director are written in it, but the company name of the Plaintiff (Raffles USA) and the name of its representative director are not found. Thus, this agreement was concluded between A-style and only one of the joint holders of trademark rights, Raffles, and it cannot be

found to have been concluded between A-style and the Plaintiff, another joint holder of the trademark rights. Consequently, it is difficult to say that the consent of the joint holder, which is required under Article 73, paragraph (3) of the Patent Act as applied *mutatis mutandis* pursuant to Article 35 of the Trademark Act, has been obtained. Furthermore, the trademark with Registration No. 5294162, which is mentioned in the agreement, is different from Trademark A or B.

Therefore, A-style cannot be regarded as a person licensed by the holder of the trademark rights to use the Trademarks. In that case, the user of the Trademarks cannot be identified, and it cannot be found that the Trademarks were used by any of the holder of the trademark rights, the exclusive trademark licensee, or the non-exclusive trademark licensee.

(2) The sweatshirts that A-style exhibited in the trade show are goods that fall within the scope of "non-Japanese style outerclothing" among the designated goods related to the requests for trials in this case. The period from October 13 to 15, 2021, during which A-style exhibited in the trade show the sweatshirts carrying the mark in use specified in Attachment 2, List of Mark in Use (referred to below as the "CONART logo"), falls within the Proof-Required Period. Even though the act of A-style to have exhibited in the trade show the sweatshirts carrying the CONART logo for the purpose of selling the goods may constitute the act of use as referred to in Article 2, paragraph (3), item (viii) of the Trademark Act, the user of the Trademarks cannot be identified, and it cannot be found that the Trademarks were used by any of the holder of the trademark rights, the exclusive trademark licensee, or the non-exclusive trademark licensee.

Furthermore, Trademarks A and B and the CONART logo cannot be found to be trademarks and a mark that are identical with each other from a common sense perspective, because they are clearly different in terms of whether they contain a red oval figure.

(3) Consequently, registration should be rescinded with regard to the Trademarks pursuant to Article 50 of the Trademark Act.

No. 5 Judgment of this court

1. Facts found

According to the evidence (each article of evidence indicated at the end of the text) and the entire import of oral arguments, the following facts are found.

(1) Trademark A was registered on March 27, 1998, with Conart Inc. (a US corporation) as the holder of the trademark right. The transfer of the trademark right to the Plaintiff was registered on June 30, 1999, and then the partial transfer of the trademark right to

Raffles was registered on January 8, 2004. As a result, the Plaintiff and Raffles jointly hold the trademark right for Trademark A (Exhibits Ko 1 and 2).

Trademark B was registered on September 11, 1998, with Conart Inc. as the holder of the trademark right. The transfer of the trademark right to the Plaintiff was registered on June 30, 1999, and then the partial transfer of the trademark right to Raffles was registered on January 8, 2004. As a result, the Plaintiff and Raffles jointly hold the trademark right for Trademark B (Exhibits Ko 36 and 37).

Trademark C was registered on January 15, 2010, with the Plaintiff and Raffles as the holders of the trademark right. As a result, the Plaintiff and Raffles jointly hold the trademark right for Trademark C (Exhibits Ko 40 and 41).

(2) On March 31, 2021, Raffles and A-style concluded a license agreement containing the provisions as summarized below (Exhibits Ko 3 and 18).

"Article 1 (Granting Non-Exclusive License)

1. With regard to the mark indicated in the attachment (the CONART logo without the outer frame), which is subject to the trademark right, copyright, and right of commercialization held by the Plaintiff, a US corporation, in Japan, and is under the management of Raffles as entrusted by the Plaintiff, Raffles shall grant a non-exclusive license to A-style to use the mark in Japan for three years from April 1, 2021, to March 31, 2024, in relation to apparel and sundries (to be determined through consultation between the parties).

2. The registration of the trademark subject to this license agreement shall be Trademark Registration No. 5294162."

(3) In the trade show held on October 13 to 15, 2021, the "92nd Tokyo International Gift Show Autumn 2021," A-style displayed the CONART logo on the area of the chest of the exhibited T-shirts (short sleeve) and sweatshirts, and displayed the CONART logo on the neck label of the exhibited sweatshirts (Exhibits Ko 5, 6-1 to 6-3, and 9).

A-style's pamphlet distributed to visitors at the trade show (referred to below as the "Pamphlet"; Exhibit Ko 7) contained illustrations of goods, such as T-shirts and sweatshirts, with the CONART logo displayed on the chest area, and above these illustrations, the characters, "CONART LOGO", were displayed together with the item numbers of the respective goods (the seven parts circled by blue line in Attachment 4, an excerpt from the Pamphlet). The CONART logo was also displayed in the upper section of the Pamphlet (the two parts circled by red line in Attachment 4, an excerpt from the Pamphlet).

2. Whether the Plaintiff granted the license

(1) According to the facts found as mentioned in 1. (1) and (2) above, the Plaintiff is

not named as a party to the license agreement between Raffles and A-style. However, this agreement provides as follows in Article 1 (Granting Non-Exclusive License): "With regard to the mark indicated in the attachment (the CONART logo without the outer frame), which is subject to the trademark right, copyright, and right of commercialization held by the Plaintiff, a US corporation, in Japan, and is under the management of Raffles as entrusted by the Plaintiff, Raffles shall grant a non-exclusive license to A-style to use the mark in Japan for three years from April 1, 2021, to March 31, 2024, in relation to apparel and sundries (to be determined through consultation between the parties)." This provision explicitly states that the Plaintiff entrusts Raffles with the management of the trademark rights held by the Plaintiff in Japan and that the agreement is entered into based on this entrustment.

In addition, according to the written statements, etc. of Z, the representative of the Plaintiff, (Exhibits Ko 19, 42, and 45) and the written statement of the representative of Raffles (Exhibit Ko 20), it is mentioned that as Z returned to Japan only at the end of each year and was unable to return to Japan in time for concluding a license agreement to sign or otherwise execute it, the conclusion of a license agreement was conducted by the representative of Raffles alone, while obtaining the consent of the Plaintiff, and there is nothing unnatural in the content of what is thus mentioned. Furthermore, based on the financial statements of Raffles for the 25th fiscal term (from December 1, 2020, to November 30, 2021) to the 27th fiscal term (from December 1, 2022, to November 30, 2023), it is found that the amount that is deemed to be the royalties under the abovementioned license agreement was recorded as the periodical fees for rights and that 50% of this amount was recorded as an account payable and that amount was remitted overseas to the Plaintiff (Exhibits Ko 26 to 30).

According to the above, it is found that when Raffles concluded the abovementioned license agreement with A-style, the Plaintiff also granted the license to A-style, and it is easily found that Raffles granted a non-exclusive license to A-style with the consent of the Plaintiff, a joint holder of the trademark rights for the Trademarks (Article 35 of the Trademark Act, and Article 73, paragraph (3) of the Patent Act).

(2) In this respect, the Defendant argues that the license agreement (Exhibits Ko 3 and 18) is invalid because it was concluded between A-style and only one of the joint holders of the trademark rights, Raffles, and it cannot be said that the consent was obtained from the Plaintiff, another joint holder, and therefore, it cannot be said that the Plaintiff granted a non-exclusive license to A-style to use the Trademarks in relation to men's apparel.

However, according to the facts found as mentioned in 1. (1) above, the Plaintiff

and Raffles had jointly held the trademark rights in question since before the conclusion of the license agreement, and it is generally unlikely that they would have granted a license for these trademark rights to another company in a manner that could render the license agreement invalid (Article 35 of the Trademark Act, and Article 73, paragraph (3) of the Patent Act). Furthermore, in view of the text of the agreement in which it is stated that the Plaintiff entrusts Raffles with the management of the trademark rights held by the Plaintiff in Japan, and also given that what is mentioned in the written statements, etc. of Z, the representative of the Plaintiff, and the written statement of the representative of Raffles is consistent with the facts mentioned above, it is impossible to deny that the consent was obtained from the Plaintiff only on the grounds that the Plaintiff is not named as a party to the license agreement. Therefore, the Defendant's arguments cannot be accepted.

The Defendant also argues that the Trademarks cannot be found to be covered by the license agreement between Raffles and A-style even based on the evidence submitted by the Plaintiff because the license agreement does not mention all of the Trademarks. However, based on the facts found as mentioned in 1. (2) above, the license agreement between Raffles and A-style indicates the CONART logo without the outer frame in an attachment as the mark covered by the license, in addition to the registration number of Trademark C. Both the CONART logo and the CONART logo without the outer frame contain the characters "CONART" written in a red oval frame, and when granting a license to use these logos, the Plaintiff and Raffles would have assumed the use of trademarks containing the characters "CONART" or "コナー ト" (the Japanese pronunciation of "CONART"). It is generally unlikely that the Plaintiff and Raffles would have granted a license for only one of the Trademarks, while deciding not to grant a license for the others, despite the fact that all of the Trademarks are related to the brand "CONART." In the written statements, etc. of Z, the representative of the Plaintiff, (Exhibits Ko 19, 42, and 45) and the written statement of the representative of Raffles (Exhibit Ko 20), it is mentioned that a license to use the Trademarks was granted. In light of these facts, even though the license agreement does not mention all of the Trademarks, the Plaintiff and Raffles can be found to have granted a license to A-style to use all of the Trademarks. The Defendant's arguments mentioned above cannot be accepted.

3. Regarding the act of use

(1) As Article 38, paragraph (5) of the Trademark Act provides that "The same applies in Article 50," it is understood that in a trial for rescission of the registration of a trademark not in use, the use of a trademark that is not necessarily identical with the

registered trademark but that is found to be identical with the registered trademark from a common sense perspective, such as a trademark that is written in different characters/among hiragana characters, katakana characters, or the Latin alphabet, from the registered trademark but identical with the registered trademark in terms of pronunciation and concept, can be regarded as the use of the registered trademark.

(2) According to the facts found as mentioned in 1. (3) above:

A. In the trade show held on October 13 to 15, 2021, A-style displayed the CONART logo on the area of the chest of the exhibited T-shirts (short sleeve) and sweatshirts, and displayed the CONART logo on the neck label of the exhibited sweatshirts. It is found that the CONART logo thus displayed is identical with Trademark C from a common sense perspective.

B. A-style's Pamphlet distributed to visitors at the abovementioned trade show contains illustrations of goods, such as T-shirts and sweatshirts, with the CONART logo displayed on the chest area, together with the names and item numbers of these goods. As mentioned above, the CONART logo thus displayed is identical with Trademark C from a common sense perspective.

C. The CONART logo is displayed on two parts in the upper section of the Pamphlet. As mentioned above, the CONART logo thus displayed is identical with Trademark C from a common sense perspective.

D. In the Pamphlet, the characters, "CONART LOGO", are displayed above the illustrations of the goods. Given that "CONART" and "LOGO" are divided in appearance in "CONART LOGO" by a blank space between them, and that "CONART LOGO" can be understood as meaning a logo of "CONART," a made-up word, the "CONART" part can be observed separately from the "LOGO" part. Therefore, "CONART LOGO" displayed in the Pamphlet and Trademark B composed of the alphabet characters, "CONART", written horizontally, can be regarded as being identical with each other from a common sense perspective. In addition, "CONART LOGO" displayed in the Pamphlet and Trademark A composed of the alphabet characters, "CONART", and the katakana characters representing their Japanese pronunciation, "コナー ト", written in two rows, can also be regarded as being identical with each other from a common sense perspective.

(3) The Defendant argues as follows: since the characters "CONART LOGO" displayed in seven parts circled by blue line in Attachment 4, an excerpt from the Pamphlet, are written horizontally in a single line in the same font, the same size, and equal spacing, and they as a whole form an indivisible one unit, the "CONART" part extracted from "CONART LOGO" cannot function separately and independently as an identifier to

distinguish the trademark holder's goods from those of others; therefore, "CONART LOGO" and the Trademarks have completely different structures and they are not similar to each other in terms of the appearance, pronunciation, and concept. However, for the reasons explained in (1) and (2) D. above, the Defendant's arguments cannot be accepted.

(4) According to the above, it is found that during the Proof-Required Period, A-style, the non-exclusive trademark licensee related to the Trademarks, used Trademark C by exhibiting for the purpose of transfer or delivery, the goods, namely, T-shirts (short sleeve) and sweatshirts, with Trademark C affixed thereto (Article 2, paragraph (3), item (ii) of the Trademark Act), and used the Trademarks by distributing the Pamphlet, the advertisement for the goods, while affixing the Trademarks thereto (item (viii) of that paragraph).

4. Summary

Consequently, it can be said that the non-exclusive trademark licensee used the Trademarks in relation to the designated goods (for Trademark C, limited to the goods in Class 25) in Japan during the Proof-Required Period. There is an error in the determination presented in the JPO Decisions that is contrary to this, and hence, the grounds for rescission argued by the Plaintiff are well-grounded.

No. 6 Conclusion

As mentioned above, the grounds for rescission argued by the Plaintiff are well-grounded, and therefore, the court rescinds the JPO Decisions and renders a judgment as stated in the main text.

Intellectual Property High Court, First Division

Presiding Judge: HONDA Tomonari

Judge: TOYAMA Atsushi

Judge: AMANO Kenji

Attachment 1

List of Trademarks

Registered Trademark A

CONART
コナート

Registration number: 4128317

Date of application for registration: March 7, 1995

Date of establishment of registration: March 27, 1998

Class of goods and services and designated goods:

Class 25 "Non-Japanese style outerclothing, coats, sweaters, shirts, nightwear, underwear, swimwear, aprons, neck scarves, socks, fur stoles, shawls, scarves, gloves and mittens, neckties, neckerchieves, mufflers, headwear, waistbands, belts, shoes and boots (excluding "shoe dowels, shoe pegs, tongue or pullstrap for shoes and boots, hobnails, and metal protective members for footwear), slippers, and special clothes for sports"

Registered Trademark B

CONART

Registration number: 4186486

Date of application for registration: March 7, 1996

Date of establishment of registration: September 11, 1998

Class of goods and services and designated goods:

Class 25 "Headwear, other clothing, garters, sock suspenders, braces for clothing, waistbands, footwear, special clothes for sports, and special footwear for sports"

Registered Trademark C



Registration number: 5294162

Date of application for registration: December 5, 2008

Date of establishment of registration: January 15, 2010

Class of goods and services and designated goods:

Class 18: "Metal fittings for bags, metal fittings for coin purses, clothing for pets, bags, pouches, vanity cases, umbrellas, walking sticks, canes, metal parts of canes and walking-sticks, handles for canes and walking sticks, and leather straps"

Class 25 "Non-Japanese style outerclothing, coats, sweaters, shirts, nightwear, underwear, swimwear, socks, gloves and mittens, mufflers, headwear, other clothing, garters, sock suspenders, braces for clothing, waistbands, belts, footwear, costumes, special clothes for sports, and special footwear for sports"

Attachment 2

Mark in Use



Attachment 3

List of Mark



CONART LOGO T-SHIRT(USA COTTON)

品番:CO2101/CO2103 参考売価:未定



BLACK

WHITE

BLACK

CONART LOGO SLEEVE T-SHIRT(USA COTTON)

品番:CO2100/CO2102 参考売価:未定



BLACK

WHITE

BLACK

WHITE

CONART LOGO SWEATSHIRT(USA COTTON)

品番:CO2105 参考売価:未定

別紙 1



WHITE

BLACK

GRAY

CONART LOGO HOODIE(USA COTTON)

品番:CO2104 参考売価:未定



WHITE

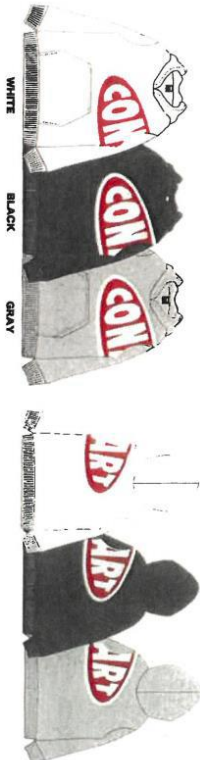
BLACK

GRAY

-10-

CONART LOGO HOODIE(USA COTTON)

品番:CO2106 参考売価:未定



WHITE

BLACK

GRAY

CONART LOGO COACH JACKET

品番:CO2107 参考売価:未定



BLACK

KHAKI

CONART LOGO-BEANIE

品番:CO2109 参考売価:未定

BEANIE



SHORT BEANIE

BLACK

RED

NAVY

KHAKI

ORANGE

-11-