

Trademark licensing in Myanmar – What You Need To Know

In the dynamic world of intellectual property, trademarks play a crucial role in distinguishing products and services from one another. Myanmar's Trademark Law, in its Sections 45 to 49, introduces the concept of licensing for registered marks, providing trademark owners with a mechanism to grant permission to other individuals or legally formed organizations to use their marks. This legal framework not only facilitates the responsible use and commercialization of trademarks but also ensures the protection of all parties involved.

Grounds for licensing a trademark: Section 45 of Myanmar's Trademark Law introduces the concept of licensing for registered marks, providing trademark owners with the ability to grant permission to other individuals or legally formed organizations to use their marks. This section highlights the importance of setting clear terms and conditions for the license to ensure that both parties understand their rights and responsibilities.

Required documents: Both the trademark owner and the licensee have the authority to submit certified copies of the grant of license to the Registrar, accompanied by the prescribed fee. The purpose of this step is to officially request the entry of the grant of license into the registration records, thereby formalizing the licensee's right to use the mark.

The trademark licensing process: Upon receiving the request for the entry of the grant of license, the Registrar is required to enter the details of the license agreement into the registration records and making a public announcement in a manner consistent with the prescribed regulations. The public announcement ensures transparency and informs all relevant stakeholders, including consumers and competitors, about the existence of the license and its associated terms.

Cancellation of the license record: Under Section 48 of the Trademark Law, both the owner of the registered mark and the licensee have the right to apply for such cancellation, subject to stipulated conditions. If a request for cancellation is submitted, the Registrar must comply and proceed to cancel the record of licensing. Additionally, a public announcement must be made following the cancellation to inform the public about the change in licensing status.

Compulsory recordal of trademark license: A critical condition to consider regarding the granting of a license for a registered mark is emphasized in Section 49 of the Trademark Law. This section highlights that the grant of license is not effective until an application has been submitted to the Registrar for the entry of the license into the official records. This requirement ensures that all licensing agreements are properly documented and legally recognized, avoiding any potential disputes or misunderstandings between the parties involved.

Final thoughts

Sections 45 to 49 of Myanmar's Trademark Law establish a robust legal framework for the licensing of registered marks. This framework empowers trademark owners to grant licenses to third parties while ensuring transparency and protection for all parties involved. By adhering to these provisions, trademark owners and licensees can confidently engage in licensing agreements, fostering a conducive environment for the responsible use and commercialization of trademarks in Myanmar.

As a leading intellectual property law firm in Myanmar, KENFOX offers expert guidance and support in navigating the intricacies of trademark licensing. Our team of seasoned trademark attorneys is committed to empowering clients to maximize the value of their intellectual property assets while maintaining the integrity of their brands. With KENFOX as your trusted partner, you can navigate the licensing landscape with confidence, making informed decisions to drive the growth and success of your business.

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