

RULE ONE: Forcing VIPRI to Reverse Itself, Establishing Trademark Infringement, and Shutting Down Unauthorized Online Sales

1. Snapshot of the Case

KENFOX IP & Law Office represented RULE ONE PROTEINS LLC (“**RULE ONE**”), a-US based company, the registered owner in Vietnam of the “**RULE 1 PROTEINS**” () trademark (Registration No. 408163), in an action against **Muscle Up Joint Stock Company**, a Vietnamese seller that was advertising, offering for sale, and promoting nutritional supplements in Vietnam using “**RULE 1 PROTEINS**”, “**RULE 1 R1 PROTEIN**”, and “**RULE ONE**” across websites and Facebook pages without authorization. We first secured **Bailiff’s Certification** to capture irrefutable evidence of infringement across Muscle Up’s online channels. We then requested an “**Expert Opinion**” (in form of “**Assessment Conclusion**”) on likelihood of trademark infringement from the National Institute of Intellectual Property (NIIP), formerly known as “[Vietnam Intellectual Property Research Institute](#)” (“**VIPRI**”). The NIIP/VIPRI’s initial Assessment Conclusion was **conditional** and suggested that use might be lawful if Muscle Up were dealing in “genuine” goods. We formally challenged that position, arguing that under Articles 123.1 and 124.5 of Vietnam’s IP Law, advertising for sale goods under a protected trademark in Vietnam is itself “use” of that trademark and requires express authorization from the trademark owner, and that Article 125.2(b) on resale of genuine goods does not grant a reseller the right to appropriate the brand’s mark for marketing. After several working sessions, NIIP/VIPRI issued a revised Assessment Conclusion affirming that Muscle Up’s use of “**RULE 1 R1 PROTEIN**” in Vietnam infringed RULE ONE’s registered rights. Armed with that corrected Expert Opinion/Assessment Conclusion, we sent a Cease & Desist Letter to Muscle Up. The infringer, aware of the legal exposure and facing a NIIP-backed infringement finding, voluntarily ceased all unauthorized use and removed the infringing branding from its online business channels. This matter demonstrates KENFOX’s ability to (i) secure and preserve digital evidence, (ii) compel VIPRI to reverse an unfavorable Expert Opinion (Assessment Conclusion) - something rarely achieved in practice - and (iii) force rapid cessation of unauthorized online sales activity to protect the client’s trademark and distribution strategy in Vietnam.

Client: RULE ONE PROTEINS LLC (“**RULE ONE**”) - a U.S. manufacturer of sports nutrition / nutraceutical products.

Right at issue: RULE ONE owns a registered trademark in Vietnam for “**RULE 1 PROTEINS**” (Trademark



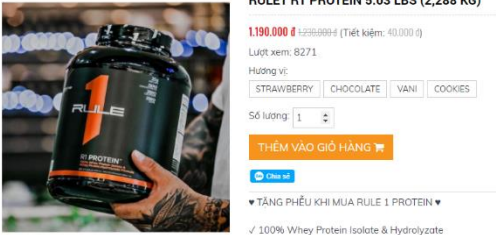
Registration No. 408163 (). The IPVN has already recognized the mark and its protection for RULE ONE in Vietnam.

Infringer: Muscle Up Joint Stock Company (“**Muscle Up**”), a Vietnamese seller of supplements / functional foods, which was:

- using “**RULE 1 PROTEINS**” / “**RULE 1 R1 PROTEIN**” and “**RULE ONE**”
- advertising and offering for sale nutritional products on multiple commercial channels (websites, Facebook pages, e-commerce pages, etc.)
- doing so without any authorization, license, or distributorship from RULE ONE.

Evidence: They were openly promoting what they presented as “**RULE 1**” / “**RULE ONE** / **RULE 1 R1 PROTEIN**” products on

- Website: <https://muscleup.vn/>;
- Website: <https://www.vnsupp.com/collections/proteins>;
- Facebook Page: <https://www.facebook.com/muscleupvietnam/photos/5024472390949434>, and
- Facebook Page: <https://www.facebook.com/Supplementforall11/photos/2371406656324304>

Trademark “RULE1 R1 PROTEIN” protected under Registration No. 408163 in the name of RULE ONE	The sign “RULE1 R1 PROTEIN, device” is being used by Muscle Up Company
	 

Result:

- We secured a reversal of NIIP/VIPRI’s initial **conditional** Expert Opinion (Assessment Conclusion) and obtained a final conclusion that Muscle Up’s use of “RULE 1 R1 PROTEIN” in Vietnam infringed RULE ONE’s registered trademark rights.
- We then sent a Cease & Desist Letter to Muscle UP attaching that revised Expert Opinion (Assessment Conclusion).
- Muscle Up, now faced with a clear infringement finding backed by NIIP/VIPRI, **voluntarily stopped**, removed the branding, and took down infringing use from their online sales channels.

Why this matters to a client: In Vietnam, VIPRI’s [Assessment Conclusion](#) is often treated by enforcement authorities and courts as the “technical truth”. Getting VIPRI to change its conclusion is extremely rare. We did that. That’s a show of legal depth and persistence, not just enforcement muscle.

2. Why the Case Was Legally Difficult?

(1) This wasn’t a normal counterfeit raid

We weren’t catching someone printing fake tubs in a warehouse. We were dealing with:

- Online promotion and sale of products,
- By a Vietnamese company claiming (implicitly or explicitly) to be offering “RULE 1”-branded nutrition products,
- Without authorization,
- On multiple digital channels.

This is a modern e-commerce infringement problem, not street-level counterfeiting.

(2) The infringer could argue: “But the goods are genuine imports”

This is always the gray area in supplements, cosmetics, personal care: *“Hey, maybe these are genuine RULE ONE products that we imported or sourced from abroad. So we’re not infringing - we’re just reselling”*. That is exactly the angle Muscle Up tried to hide behind, and VIPRI initially leaned toward a version of that logic.

(3) The first Expert Opinion (Assessment Conclusion) was not cleanly in our favor

We asked NIIP/VIPRI for an Assessment Conclusion: Does Muscle Up's use of "RULE 1 R1 PROTEIN" constitute infringement of RULE ONE's registered "RULE 1 PROTEINS" mark in Vietnam?

NIIP/VIPRI's first conclusion said:

- Yes, this looks like infringement **if** Muscle Up cannot prove that the advertised products are genuine RULE ONE goods or are authorized.
- But VIPRI also added: "There is currently no basis to confirm whether the advertised goods are actually products of RULE ONE or from an authorized source".

That "**conditional**" framing weakens enforcement. Muscle Up could wave it around and say: "*We're fine - VIPRI hasn't said we're infringers if our products are authentic*".

In Vietnam practice, an infringer will happily hide behind that ambiguity to stall enforcement, intimidate your client's distributors, and keep selling.

(4) Most firms stop there

Most firms take VIPRI's first Assessment Conclusion, attach it to a Warning Letter, and hope the other side backs down. But if the Assessment Conclusion is hedged (conditional), the infringer just does not stop. We did not accept the hedge. That's the difference.

3. KENFOX Strategy and Actions

How we turned a weak/conditional Expert Opinion (Assessment Conclusion) into a decisive one, shut down the seller, and protected RULE ONE's control over its own brand presence in Vietnam?

(i) We built and preserved evidence with Bailiff's Certification

Before we even fought about legal theory, we secured proof. We arranged a Bailiff's Certification (bailiff statement) documenting:

- how Muscle Up was using "RULE 1 PROTEINS" / "RULE 1 R1 PROTEIN" and "RULE ONE" commercially,
- what was being advertised,
- where (specific URLs / Facebook pages),
- and in what way (offers for sale, promotional claims).

Under Vietnamese law, Bailiff's Certifications are powerful: They are contemporaneous, neutral recordings of facts, and courts and authorities treat them as evidentiary snapshots. This defeats the classic evasive move where the infringer deletes everything and then claims "*that never happened*". In other words, we locked down online infringement with Bailiff [evidence](#) so they cannot erase their tracks and deny liability later.

(ii) We applied for a technical assessment from NIIP/VIPRI

We requested NIIP/VIPRI to issue an "Expert Opinion" (Assessment Conclusion) on the likelihood of [trademark infringement](#). This is a standard but essential step, because:

- Enforcement authorities (Inspectorate, Market Surveillance, etc.) often rely on NIIP/VIPRI's technical assessment as the professional basis for deciding that a sign is infringing.
- Courts likewise often treat VIPRI as expert witness.

VIPRI's first conclusion said:

- If Muscle Up cannot show that the products are genuine RULE ONE / authorized, then yes, the use of "RULE 1 R1 PROTEIN" is infringing.
- But if Muscle Up is selling genuine RULE ONE products, then advertising them with "RULE 1 R1 PROTEIN" online is okay.

That second part was legally wrong.

(iii) We challenged VIPRI's logic - and we did it with statute

Instead of accepting VIPRI's conditional carve-out, we went back to VIPRI with a legal argument anchored directly in Vietnam's IP Law. This is the heart of the case. We argued:

A. Exclusive right to use and to authorize use (Article 123.1)

Article 123.1 of the IP Law says the trademark owner has the exclusive right:

- to use or authorize use of the mark;
- to prevent others from using it.

Using a mark isn't limited to sticking it physically on a box. It includes acts in Article 124.5.

B. Advertising for sale is "use" (Article 124.5)

Article 124.5 defines "use" of a trademark to include:

- affixing the mark to goods/packaging/business means;
- "circulating, offering for sale, **advertising for sale**, or storing for sale goods bearing the protected trademark";
- importing goods bearing the protected trademark.

In plain language: Even if the goods are real, putting RULE ONE's mark on your website / Facebook / ads to advertise them for sale in Vietnam is "use". You can only do that if you are authorized by RULE ONE.

So we told VIPRI: Your conditional conclusion is inconsistent with Article 123.1 + Article 124.5. Why? Because you're implying that someone in Vietnam can publicly advertise, under our registered "RULE 1 PROTEINS" mark, without permission, as long as the goods are genuine. That is not correct. Advertising for sale is itself a controlled use.

C. Exhaustion / lawful circulation (Article 125.2(b)) is not a free license to advertise using the trademark

Article 125.2(b) says the owner cannot prevent others from "circulating, importing, or exploiting the utility" of products that have been lawfully marketed, including abroad (with narrow exceptions). We argued to VIPRI:

- This clause lets a reseller [resell genuine goods](#).
- It does NOT give that reseller a blank check to use the *trademark itself* as marketing content, trade name, or brand identity without permission.
- There's a difference between "reselling genuine stock" and "branding yourself online with RULE ONE's marks to attract traffic, build your own channel, and look like the official distributor."

So we told VIPRI: Even if every tub Muscle Up shows is a genuine RULE ONE product, Muscle Up still infringes when it advertises with "RULE 1 PROTEINS", "RULE 1 R1 PROTEIN", and "RULE ONE" without authorization - because that is unauthorized trademark use under Articles 123.1 and 124.5, and Article 125.2(b) doesn't save them.

We did black-letter law work, in Vietnamese terms, against VIPRI itself. We didn't whine; we cited Articles 123, 124.5, 125.2(b) and walked VIPRI through why its assumption would gut exclusive advertising rights in Vietnam.

(iv) We persuaded VIPRI to change its position

After multiple working sessions and our formal request for reconsideration, VIPRI issued a revised expert conclusion. That revised conclusion:

- treated Muscle Up's online use of "RULE 1 R1 PROTEIN" / "RULE 1 PROTEINS" in Vietnam as infringement of RULE ONE's registered trademark rights;
- no longer gave Muscle Up a "maybe it's OK if it's genuine products" safe harbor.

This is huge. Reversing VIPRI is almost unheard of. In practice, VIPRI's first assessment often becomes "the" expert view used by authorities. We got that expert view corrected.

(v) We weaponized the corrected Expert Opinion/Assessment Conclusion

Once we had VIPRI's final (favorable) assessment, we sent a cease & desist letter to Muscle Up. This was not a "please stop" letter. It was:

- A demand letter accusing clear infringement of RULE ONE's registered trademarks (Registration No. 408163);
- Supported by VIPRI's updated assessment, now stating that Muscle Up's online advertising and use constituted infringement;
- Framed with the bailiff-certified evidence (so they could not pretend they never did it).

At that point, Muscle Up understood that (i) we had evidence fixed in time by a bailiff, (ii) we had VIPRI - the expert used by [enforcement agencies](#) - now saying "this is infringement", and (iii) we had a statutory theory that allowed us to escalate fast to inspection authorities or litigate.

They folded.

(vi) Voluntary cessation

Muscle Up then voluntarily:

- removed the infringing uses of "RULE 1 PROTEINS" / "RULE 1 R1 PROTEIN" / "RULE ONE" from its websites and Facebook pages;
- stopped visible [unauthorized advertising](#) of RULE ONE-branded products in Vietnam.

No drawn-out courtroom battle. No "we'll see you in two years". Immediate market result.

We turned an uncertain, platform-based infringement into immediate cessation by fixing evidence, correcting the expert record, and presenting enforceable legal risk.

4. Outcome / Impact

- **Control of brand narrative restored:** Muscle Up could no longer present itself online in Vietnam as if it were RULE ONE or RULE ONE's official channel.
- **Unauthorized distributor neutralized, fast:** The takedown happened without us needing to wait for a full administrative raid or civil litigation judgment. That protects market positioning and avoids erosion of authorized distribution relationships.
- **VIPRI precedent / leverage:** We obtained a VIPRI assessment that clearly states unauthorized online advertising using "RULE 1 PROTEINS" constitutes infringement. This becomes reusable leverage in future enforcement against other resellers.
- **Legal clarity on parallel import / "genuine goods" excuse:** We forced recognition that Vietnamese law does not allow just anyone to build an online business using RULE ONE's registered mark, even if the physical goods are genuine. That protects RULE ONE's control over branding and marketing in Vietnam.

In other words: we didn't just "send a letter". We reshaped the interpretation of how the law applies to unauthorized online sellers and then shut one down.

5. What This Case Proves About KENFOX?

- **We can overturn expert conclusions in Vietnam:** It is exceptionally difficult to get VIPRI to revisit - much less reverse - its own assessment. We did it by building a statutory argument around Articles 123.1, 124.5, and 125.2(b) of the IP Law.
- **We defend exclusive marketing rights, not just the right to put a logo on a box:** We established that "advertising for sale" in Vietnam using "RULE 1 PROTEINS" is a form of trademark use that requires RULE ONE's authorization. That protects brand owners from unauthorized online sellers piggybacking on their name.

- **We lock down evidence before the infringer can run:** With bailiff certification, we froze proof of infringement (websites, Facebook posts, offers for sale). Even if the infringer deletes everything, we can still take action.
- **We combine technical assessment + legal theory + enforcement threat:** After VIPRI issued the revised assessment, we immediately paired it with a strong cease & desist. That combination (evidence + VIPRI + legal exposure) forced the infringer to comply voluntarily.
- **We deliver fast, practical relief in digital infringement scenarios:** Instead of years of litigation, the unauthorized seller stopped using our client's mark online. That protects the brand's positioning, authorized distributors, and pricing integrity.
- **We're comfortable arguing the law back to Vietnamese institutions:** We didn't just accept the initial expert view. We told VIPRI, in Vietnamese legal terms, "your condition undermines Article 123/124.5," and VIPRI changed its position. That shows we're not passive; we shape the enforcement environment.

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