

Feedback from KIPO as a designated Contracting Party

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Korean Intellectual Property Office

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Most common grounds for refusals from KIPO

- **Design usable for an industrial purpose**
- **Novelty**
- **Ease of creation**
- **Related design**
- **Indication of Products**

Design usable for an industrial purpose

Design Protection Act Article 33(1)

© Article 33 (Requirements for Design Registration)

(1) A design usable for an industrial purpose is eligible for design registration, except:

1. A design publicly known or worked in the Republic of Korea or a foreign country before an application for design registration is filed;
2. A design described in a printed publication distributed in the Republic of Korea or a foreign country or made available for public use via telecommunications lines before an application for design registration is filed;
3. A design similar to any of the designs specified in subparagraph 1 or 2.

discrepancy between drawings

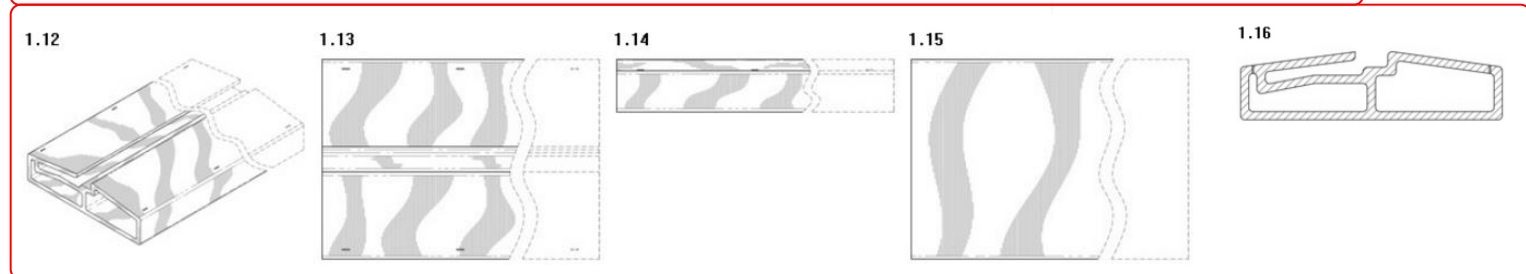
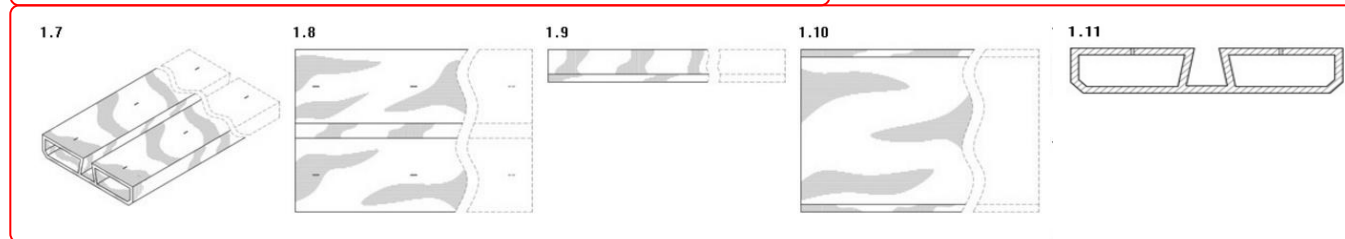
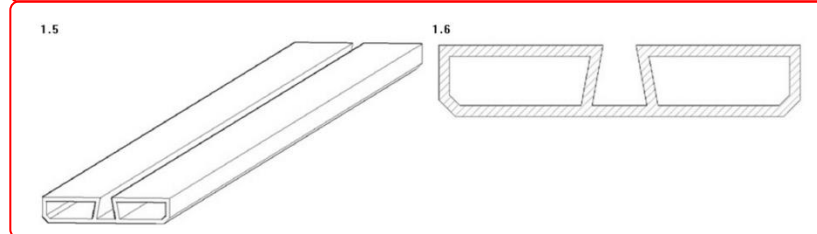
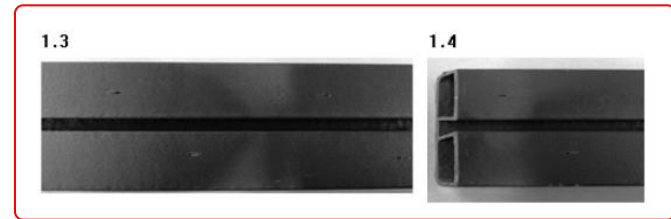
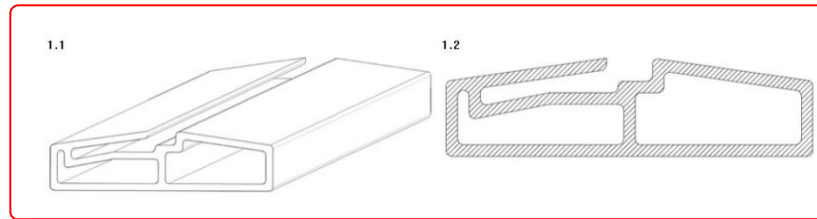
Ambiguity

Lack of views

Design usable for an industrial purpose

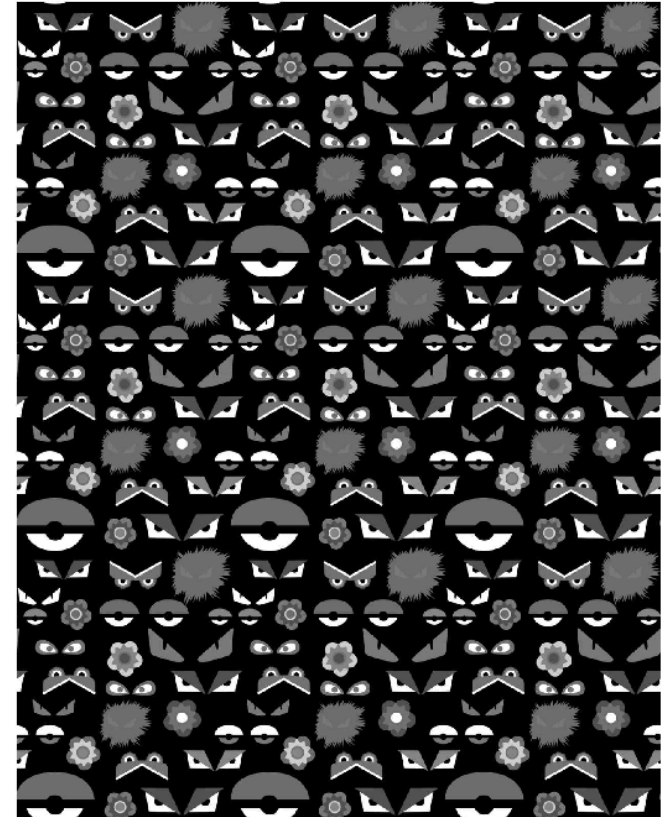
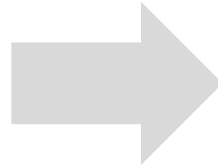
discrepancies between drawings

DM/086955



Design usable for an industrial purpose

Ambiguity



DM/088730

This design applied for design registration may not obtain a design registration under Article 62(2) of the Design Protection Act, since it does not comply with Article 33(1) of the Design Protection Act, for the reason(s) listed below.

However, this reason for rejection may be overcome when the design becomes definite by an amendment.

- Representation of continuity of pattern is insufficient.

(Additional description of continuity of pattern should be submitted)

* Recommended example for description

- This pattern is only used as a whole piece.
- This pattern is repeated both vertically and horizontally.
- This pattern is repeated only in a vertical direction.

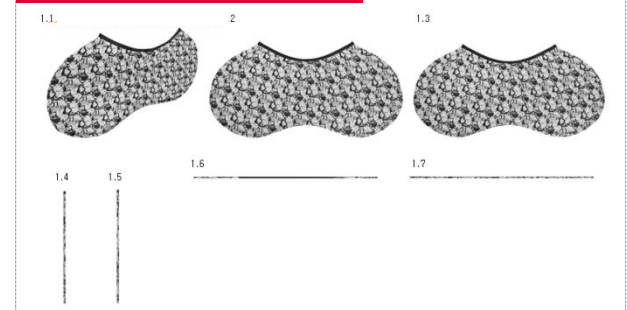
Design usable for an industrial purpose

Ambiguity

DM/085234



Example for representation
(KR 30-2014-0050519)



© Article 33 (Requirements for Design Registration)

(1) A design usable for an industrial purpose is eligible for design registration, except:

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2. A design described in a printed publication distributed in the Republic of Korea or a foreign country or made available for public use via telecommunications lines before an application for design registration is filed;
3. A design similar to any of the designs specified in subparagraph 1 or 2.

Self-disclosure before
6 months

Novelty

Self-disclosure before 6 months of filing date

DM/085959 ('14.12.19.)



published

Online ('14.12.2.)



published

DM/080784 ('13.4.22.)



DM/084462 ('14.9.4.)



DM/084610 ('14.10.8.)



Online '13.11.14.

published

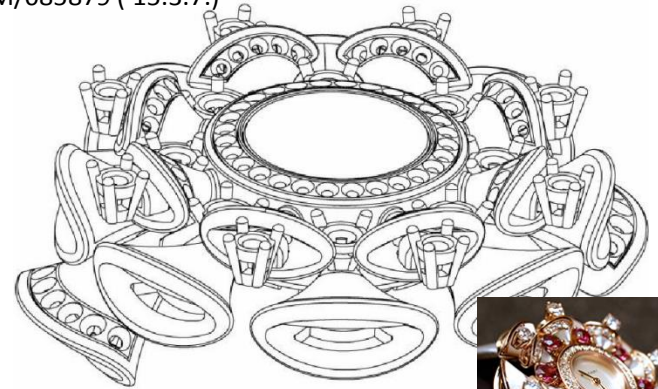
DM/080465 ('15.1.15.)



published

DM/075425 ('11.7.31)

DM/085879 ('15.3.7.)



published

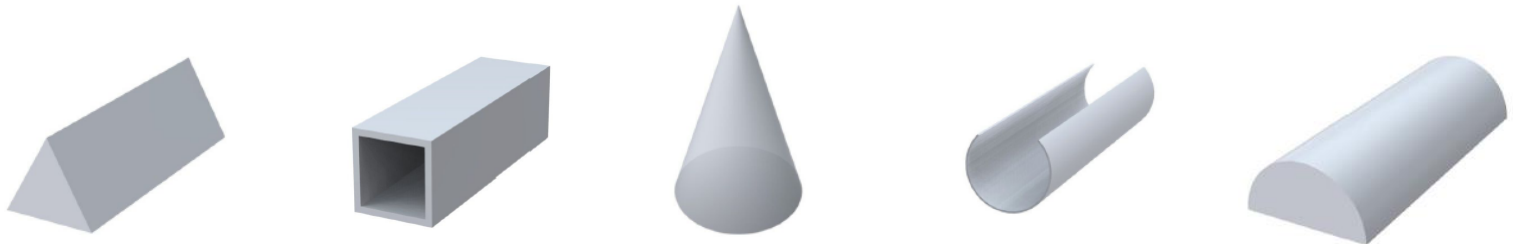
Online ('14.6.23)



© Article 33 (Requirements for Design Registration)

(2) Notwithstanding the provisions of paragraph (1), no design (excluding a design specified in paragraph (1)) that could have been easily created by a person who has ordinary skill in the art to which the design pertains by applying any of the following methods before an application for design registration is filed, shall be eligible for design registration:

1. A design specified in paragraph (1) 1 or 2 or a combination of such designs;
2. A shape, pattern, or color, or a combination thereof, widely known in the Republic of Korea or in a foreign country.



Ease of creation



DM/086020 Watch hands



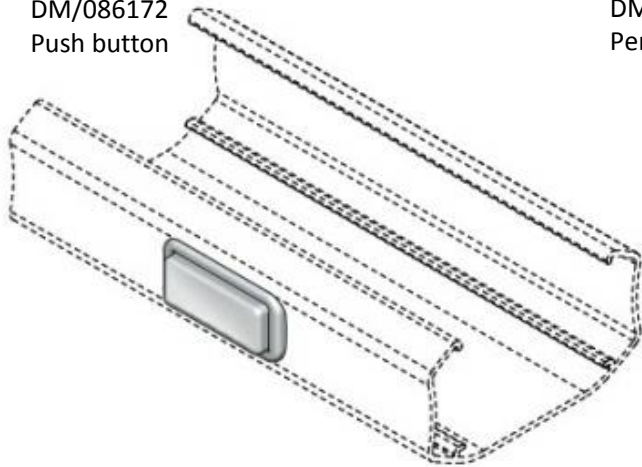
DM/086172
Pendant



<http://orchidgrey.blogspot.kr/2012/07/kick-around.html>

Prior design, '13.8.8.

DM/086172
Push button



Applied design,
watch case with bracelet
DM/085760, '15.3.3.



Prior design
DM/083608,
'14.9.26.

© Article 35(1) (Related Designs)

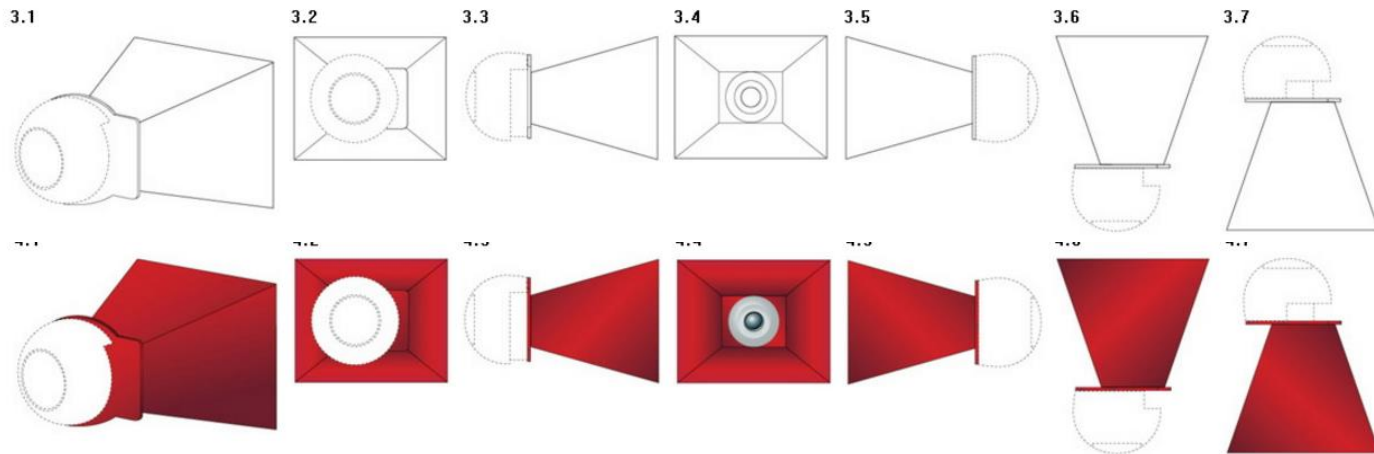
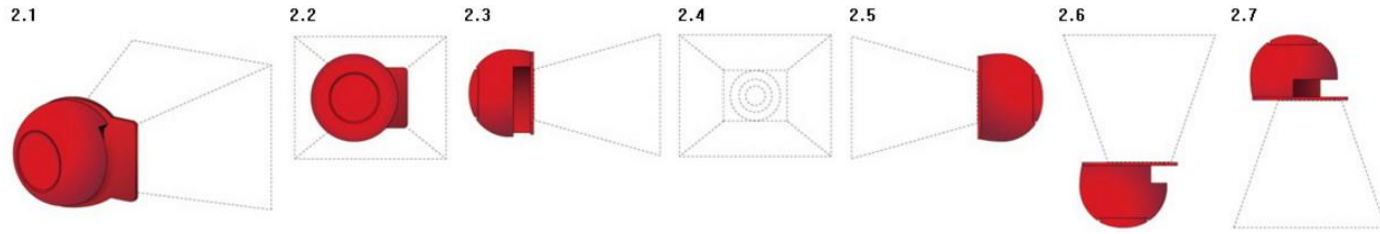
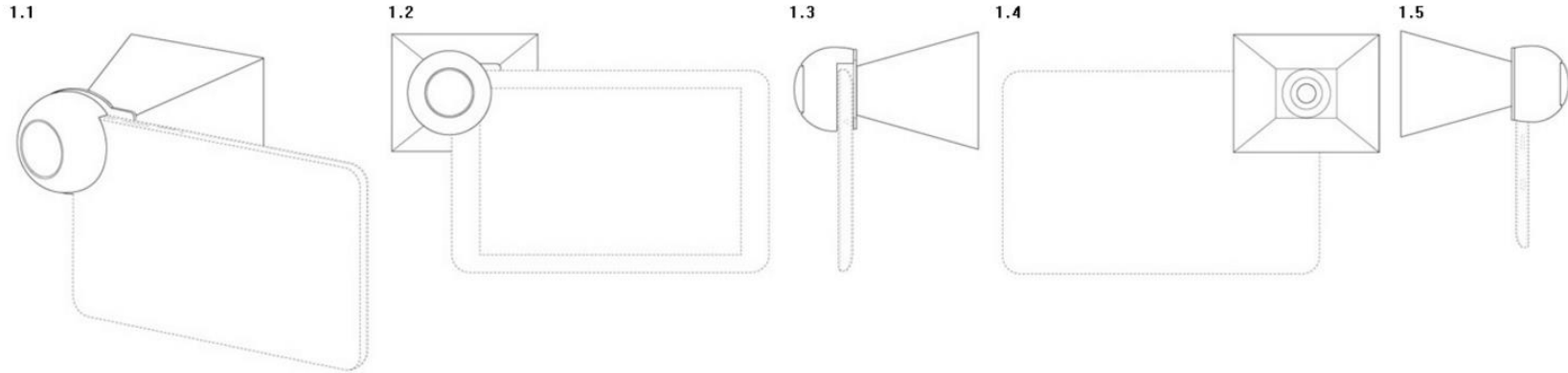
(1) Notwithstanding the provisions of Articles 33 (1) and 46 (1) and (2), the owner of a design right or the applicant for registration of a design may have designs similar only to his/her registered design or the design claimed in the application pending for design registration (hereinafter referred to as “base design”) registered as related designs (hereinafter referred to as “related designs”), only if he/she files an application for registration of such related designs within one year from the filing date of the application for registration of the base design.

Related design

Design Protection Act Article(35)

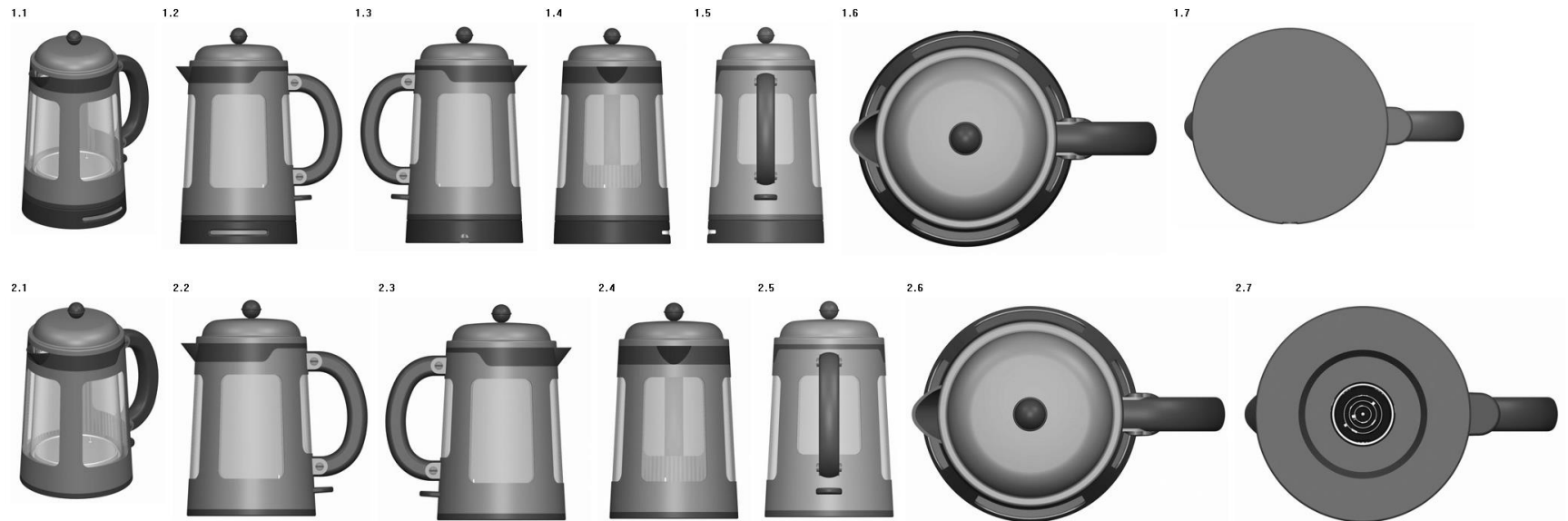
	Principle design(A)	Related design (A')
Order of time	Registered design	Subsequent application (within 1 year from the filing date of principle design)
	Antecedent application	Subsequent application (within 1 year from the filing date of principle design)
	Application filed on the same date	Application filed on the same date
Type of design	Finished article	Finished article
	Component	Component
	Set of article	Set of article
	Partial design	Partial design

Related design



Related design

DM/086172 Electric water kettle

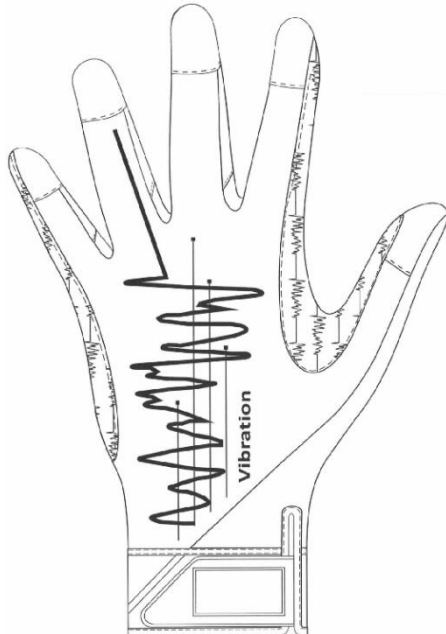


Related design

Design Protection Act Article(35)

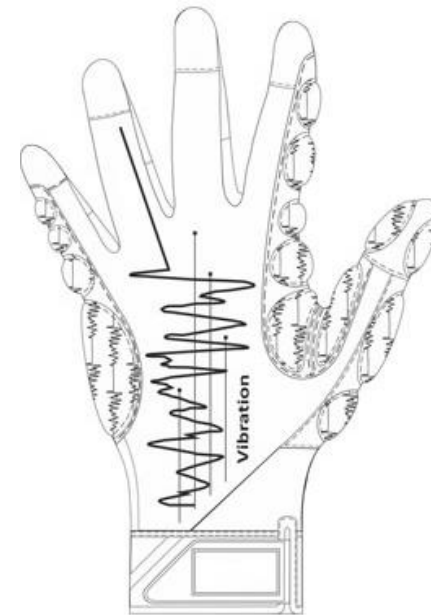
Related design

DM/086223



Principle design

DM/083808
(was not designated KR)



Entitlement of creator

KIPO has refrained from issuing the notification of refusal since 1st of June, 2016, where an international registration does not indicate the identity of creator

Indication of products

Design Protection Act Article(40)ii

© Article 40 (One Registration Application for Each Design)

....

(2) A person who intends to file an application for design registration shall follow the classification of products prescribed by Ordinance of the Ministry of Trade, Industry and Energy.

Indication of Products

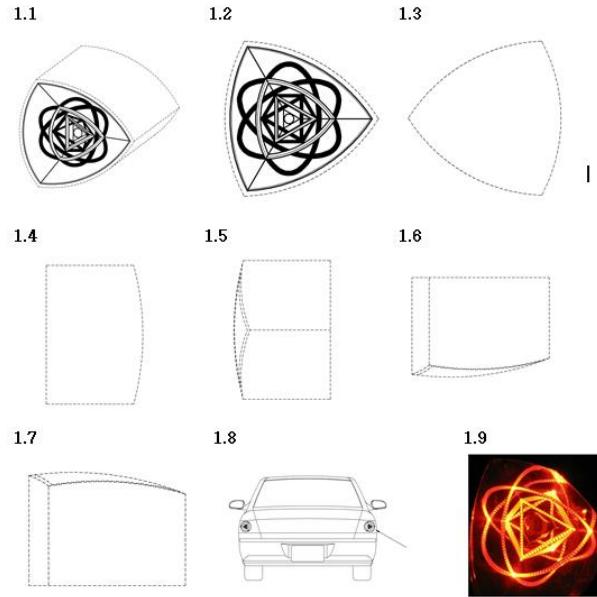


Vehicle lighting and signaling devices
DM/085473, '15.1.23.



Decorative trims for vehicles
DM/085472, 15.1.23.

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registration under
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This design applied for design registration may not obtain a design registration under Article 62(1) of the Design Protection Act, since it does not comply with **Article 33(1), 40(2)** of the Design Protection Act and Article 38 of its Implementing Regulations, for the reason(s) listed below.

- Overall form of the design may not be definitely and completely grasped from the submitted drawing.
- The part seeking registration is not clearly specified.
- The indication of product (“Decorative trims for vehicles”) for the submitted design is inappropriate since the reproduction represents a motor vehicle and this design may not perceive a specific shape of “decorative trims for vehicles”.

* Example for an appropriate indication of products : Motor vehicle

Indication of Products

Examples of indication of products (Locarno 14-4)

GUI (Graphic User Interface) is only applicable as a partial design of a whole article, therefore the indication of Products shall be the whole article embedding the partial area for claim.



- display panel with animated graphical user interfaces
- Multimedia Device with GUI
- Icons [for computers]
- Display panel in which Graphical user interface is indicated
- Computer monitor in which Graphical user interface is indicated

Other Matters

- **Provisional disapproval of priority claim**
- **Exception to lack of novelty**

Provisional disapproval of priority claim

When the applicant of the priority claim is not identical with the applicant of domestic application

DEED OF ASSIGNMENT OF DESIGN RIGHTS

This **DEED OF ASSIGNMENT OF DESIGN RIGHTS** (hereinafter the "**Deed of Assignment**"), dated as of July 9, 2014, and effective as of April 25, 2014, by and between:

- (1) **NOKIA CORPORATION**, a corporation organized under the laws of Finland with corporate identifier 0112038-9 and with a registered address at Karankari 7, FI-02610 Espoo, Finland ("**Nokia**"); and
- (2) **MICROSOFT MOBILE OY**, a corporation organized under the laws of Finland, with a registered address at Keilaranta 7, 02150 Espoo, Finland ("**Microsoft**").

Nokia and Microsoft are hereinafter collectively referred to as the "**Parties**" and separately as a "**Party**", as applicable in the context. Defined terms, indicated by use of initial capitalization, not defined in this Deed of Assignment shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS:

- (A) Microsoft's Affiliate Microsoft International Holdings B.V. and Nokia have on September 2, 2013 entered into a Stock and Asset Purchase Agreement (the "**Purchase Agreement**"), pursuant to which, among other things, Nokia agreed to (and to cause its applicable relevant Subsidiaries to) sell, convey, assign, transfer and deliver to Microsoft or one of its Affiliates, among other things, all of Nokia's and/or its applicable relevant Subsidiaries' right, title in and interest to the registered and applied for design rights set forth on **Schedule A** hereto;
- (B) The Parties have entered into a Local Asset Transfer Agreement dated April 25, 2014 (the "**Local Agreement**") whereby Nokia has sold, conveyed, assigned, transferred and delivered to Microsoft, and Microsoft has purchased, acquired and accepted from Nokia, all of Nokia's right, title and

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"rights to any process or law procedure that might provide for the application of the law of any other jurisdiction. With respect to any action, suit or other proceeding resulting from, relating to or arising out of this Deed of Assignment, the Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if such court will not accept jurisdiction, any court of competent civil jurisdiction sitting within the Southern District of New York.

II. COUNTERPARTS

IN WITNESS WHEREOF, this Deed of Assignment has been duly signed and executed on the date written above by the Parties hereto through their duly authorized representatives in two (2) identical original copies, one (1) for each Party.

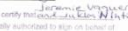
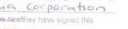
NOKIA CORPORATION

Signature: 
 Name: Jenni Vuorinen
 Title: Head, Business Development
 Legal Counsel
 Date: 9th July 2014

Signature: 
 Name: Jenni Vuorinen
 Title: Head, Business Development
 Legal Counsel
 Date: 9th July 2014

MICROSOFT MOBILE OY

Signature: _____
 Name: _____
 Title: _____
 Date: _____

This is to certify that  is/are legally authorized to sign on behalf of  and her/his/their/they have signed this document in my presence.
 My office: _____
 Date: 05. 07. 2014

Schedule A: Transferred Design Rights

TORI TUUSTALAINEN
 Notary Public
 HEIKKILÄN HUUTALAITTE
 00100 HELSINKI
 FINL. 02 9551 0222

Attorney Docket Number D0224
 Page 1 of 2

GLOBAL GENERAL ASSIGNMENT

I, I/we, the undersigned inventor(s) herewith declare that I am the sole inventor/we are I and I/we have made certain invention(s), as set forth in a patent application (including and hereby embodied), whether claimed or unclaimed, entitled **CAV**, Attorney's Docket filed in the **United States**, Patent Office as Number **2012/023,225**, on _____, or _____.


(I/we grant the hereinafter named assignee and/or any person authorized thereby, the Social Number and filing date of said application in this document when ascertained.)

len BERLEPSCH of The Procter & Gamble Company, One Procter & Gamble Cincinnati, Ohio 45202, USA


I said invention(s) set forth in said patent application while employed by, or otherwise to assign said invention(s) to The Procter & Gamble Company or one of its Affiliates, together, obligation at the time this invention(s) was made or assign said invention(s) to Procter & Gamble Company or the Affiliates, respectively. Pursuant to said obligation (and in the act by or obligator to the Affiliates, at the request of the Affiliates, and/or for valuable receipt and sufficiency of which are hereby acknowledged, I/we assign to the Procter my, its legal representatives, successors and assigns, all right, title, and interest, in the it throughout the world, so, to and under said invention(s) and all patents, patent rights, and inventor's certificates thereof, thereof, and therein, including without application, all divisions and continuations thereof, all patents which may be granted or extensions thereof, all patents which may be granted for said invention(s) by other than the United States, or by other authority, entity, or organization, and all fees (including the right to claim priority of the filing date of said application in the for under international conventions), as fully and completely as the same would have had this assignment not been made. The entire right, title and interest shall vest in Procter & Gamble Company. I/we further agree upon request, without additional, at no expense to me/us, to execute or assent to any and all applications for said to execute all other legal documents as may be necessary or desirable to vest the he right assigned to The Procter & Gamble Company, its legal representatives, successors as said Company any direct.

agent and authorize the Commissioner of Patents and Trademarks and/or appropriately funds of foreign countries to issue any and all Patent(s) and/or future patent(s) which may said invention(s) hereto assigned and set forth in U. S. Application Serial Number _____ to The Procter & Gamble Company, its legal representatives, successors or sole owner of the entire right, title, and interest in said Patent(s).

GLOBAL GENERAL ASSIGNMENT is effective as of the earlier of (1) the date of execution x 2) the filing date of the first-filed of said patent application(s).

Signature:  Date: 09/07/2014
 len BERLEPSCH

IN WITNESS:

 (name of witness), declare that I was personally present and did see len BERLEPSCH duly sign and execute the above assignment. I make this Statement only believing it to be true and knowing that it is to be true and valid and effect as if made under oath, and with the knowledge that knowingly making false statements herein may be by law.

Signature:  Date: _____
 len BERLEPSCH

Disapproval of Exception to lack of novelty

Where the application of a design is disclosed or the registration is published at home and abroad according to a law or a treaty, you shall not claim the exception to lack of novelty.

DM/087290



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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sun May 29 03:20:58 EDT 2016

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Record 1 out of 1

TSDB ASSIGN Status TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

Goods and Services IC 032, US 045 046 048, G & S: bottled water
Mark Drawing Code (2) DESIGN ONLY
Design Search Code 19 09 02 - Bottles, jars or flasks with bulging, protruding or rounded sides; Flasks with bulging or protruding sides; Jars with bulging or protruding sides
Serial Number 86592533
Filing Date April 9, 2015
Current Basis 1B
Original Filing Basis 1B
Published for Opposition March 1, 2016
Owner (APPLICANT) Robert Bishop INDIVIDUAL UNITED STATES 30 Sandia Mountain Ranch Drive Tijeras NEW MEXICO 87059
Attorney of Record Jeffrey D. Myers
Description of Mark Color is not claimed as a feature of the mark. The mark consists of a three-dimensional configuration of a plastic bottle with a tapered neck and a wide bottom used as a container for the identified goods with the matter shown in broken lines not being claimed features of the mark, namely, the twist at the top of the bottle and the bottom of the bottle.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Thank You

Eunmi Sohn
eunmi.sohn@korea.kr