

The Miamor Trademark Cancellation Dispute

*An Educational Breakdown on
Licensing Formalities & Proof of Use*

*Source: Intellectual Property and Commercial Court Judgment,
Case No. 15, Administrative Trademark Suit, 2024.*



The Courtroom Battle Lines



Plaintiff
(Trademark Owner)

- Acquired "Miamor Design Mark" (Reg. No. 01958911) in 2020. ✓
- **Objective:** Defend the trademark against cancellation. ✓

VS



Defendant (TIPO)
& Intervener

- **Filed** for cancellation under Article 63, Paragraph 1, Subparagraph 2 of the Trademark Act (Non-use for 3 years). ✗
- **Objective:** Revoke the trademark due to alleged lack of actual use prior to January 18, 2022. ✗

→ **The Core Legal Question:** Was the trademark legally and actively used in the 3 years prior to the cancellation request?

The Trademark & The Battleground (Class 31)

Miamor

Registered under Class 31 Goods (20 Items Total)

Animal feed
Pet food
Dog biscuits
Cat litter

Animal snacks
Edible chews for
animals

Milk powder
Hay
Processed cereals/roots...



Rule of Law: A trademark must be actively used for its registered goods to survive cancellation.

Legal Issue 1: Does Trademark Licensing Require a Written Contract?

Plaintiff's Argument:

We had an oral agreement. Zhen Quan Co. was authorized to manufacture and use the 'Miamor' mark on our behalf.



Formality vs.
Consensual Agreement

TIPO's Argument:

The shipping invoices from Zhenien Quan Co. only list the Plaintiff as the customer. There is no written proof the Plaintiff explicitly licensed the trademark to Zhen Quan Co. to market these goods.

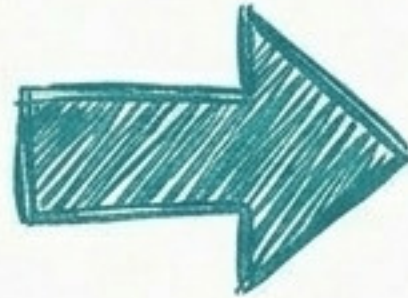
The 'On-Site' Evidence: Proving the Oral License

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**The Manufacturer
(Mr. Xiao, Zhen Quan Co.)**

I started working with the Plaintiff around 2018. I asked to use the 'Miamor' trademark for the pet food we manufactured on their behalf.



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**The Retailer
(Mr. Zeng, You Dou Pet Store)**

We have been selling 'Miamor' products (like 'Meat Good Roast') for 5 to 6 years. We source them directly from the Plaintiff. The supply never broke.

The Court's Verdict on Licensing

A Trademark Licensing Agreement is a Consensual, Non-Formal Contract.



- It operates on self-regulation and does not require public authority intervention.
- It does NOT require a strict written format.
- Conclusion: The oral consent between the trademark owner and the manufacturer was legally sufficient. The manufacturer's use counts as legitimate use by the Plaintiff.

Legal Issue 2: The Scope of Actual Use

The Rule of Partial Revocation: A trademark is only protected for the specific goods where actual use is proven within the 3 years prior to the cancellation request.

animal feed,
milk powder,
cat litter,
pet beverages,
processed cereals,
root vegetables, animal food...

**Proven:
Cat snacks,
dog biscuits,
meat jerkies.**

hay, cat litter,
animal food...

Failed to provide
supply chain evidence
for remaining Class
31 items.

The Final Split Verdict: Precision in Protection

Protected & Retained

(6 Items) TIPO's cancellation was revoked. Trademark retained.

- ✓ Animal snacks
- ✓ Marc (fruit residue)
- ✓ Dog biscuits
- ✓ Animal food
- ✓ Pet food
- ✓ Edible chews for animals

Cancelled & Revoked

(14 Items) TIPO's cancellation upheld due to lack of evidence. Trademark lost for these specific goods.

- ✗ Animal feed, Dog/Cat feed
- ✗ Milk powder for animals
- ✗ Hay, Processed cereals/roots
- ✗ Pet beverages, Cat litter
- ✗ ...and 10 other items.

Case Synthesis & Strategic Takeaways



1. Oral Licensing is Valid, but Risky.

Legal: Trademark licensing is a consensual contract. A written document is not strictly required.

Practical: Relying on oral agreements forces a heavy burden of proof via witness testimony. Always prefer written contracts.



2. Use It or Lose It (Specifically).

Legal: Article 63 requires actual use within 3 years.

Practical: Registering a broad category doesn't protect unused items. You must prove commercial use for EACH specific product line to survive cancellation.



3. Supply Chain Evidence is Vital.

Legal: Manufacturer invoices and retailer testimony act as Proof of Use.

Practical: Keep meticulous, dated records of invoices, catalogs, and photos showing the trademark clearly applied to the goods.