

O/0428/26

TRADE MARKS ACT 1994

IN THE MATTER OF REGISTRATION NO. UK907001159

IN THE NAME OF MEBO INTERNATIONAL, INC.

FOR THE TRADE MARK:

MEBO

IN CLASSES 3, 5 AND 44

AND

AN APPLICATION FOR REVOCATION ON THE GROUNDS OF NON-USE

UNDER NO: 508028

BY ZANOTTI LTD

BACKGROUND AND PLEADINGS

1. The trade mark shown on the cover page of this decision (“the contested mark”) stands registered in the name of MEBO International, Inc. (“the proprietor”). The contested mark was filed on 20 June 2008 but has a priority date of 20 May 2008.¹ The contested mark became registered on 12 March 2009 for goods and services in classes 3, 5 and 44.²

2. The contested mark is a comparable mark. Under Article 54 of the Withdrawal Agreement between the UK and the EU, the UK IPO created comparable UK trade marks for all right holders with an existing registered EUTM or International Registration designating the EU. As a result, the contested mark was converted into a comparable UK trade mark. Comparable UK marks are now recorded in the UK trade mark register, have the same legal status as if they had been applied for and registered under UK law, and the original filing dates remain the same.

3. On 8 November 2024, ZANOTTI LTD (“the applicant”) filed an application seeking to revoke the contested mark on the grounds of non-use under section 46(1)(a) of the Trade Marks Act 1994 (“the Act”).³ The applicant claims non-use in respect of all the proprietor’s goods and services in the five year period following the date on which the contested mark was registered, i.e. 13 March 2009 to 12 March 2014, with an effective date of revocation of 13 March 2014.

4. The proprietor filed a counterstatement defending its registration in respect of the following goods only:

Class 3: Cosmetics, namely, ointment, cream, creams for use on the body, lotions for the skin, skin lotions and creams; burn ointment (non-medicated).

¹ UNITED STATES OF AMERICA (US) No. 77479336.

² See Annex 1.

³ The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK’s withdrawal from the EU.

Class 5: Burn ointment (medicated); topical analgesics for post-laser and post-surgical use; anti-itch oil, ointment, lotion and cream; pharmaceutical preparations for the treatment of dermatological conditions.

5. Only the proprietor filed evidence. Neither party requested a hearing nor filed written submissions in lieu of the same. This decision is taken following a careful perusal of the papers on file.

6. The proprietor is represented by Murgitroyd & Company; the applicant is self-represented.

EVIDENCE

7. The proprietor's evidence consists of the witness statement of Zhang Qian dated 9 June 2025, which is accompanied by 12 exhibits (Exhibit ZQ1 to Exhibit ZQ12). Zhang Qian is the Vice President of MEBO Group, a position held since 2010.

8. In his witness statement Zhang Qian states that MEBO Group (previously known as Beijing Guangming Traditional Chinese Medicine Institute for Burns, Wounds & Ulcers), was founded in 1987 and consists of many companies including MEBO International, Inc. (the proprietor), MEBO Pharmaceutical Technology Group Co., Ltd. and its subsidiaries, Shantou MEBO Pharmaceutical Technology Group Co., Ltd., Shanghai MEBO Life Science & Technology Co., Ltd., Beijing, MEBO High Technology Co., Ltd., and Langfang MEBO Pharmaceutical Co., Ltd.

9. I have taken the evidence into consideration in reaching this decision and will refer to it, as necessary, below.

DECISION

10. Section 46 of the Act is relevant to the revocation proceedings which states:

“46. - (1) The registration of a trade mark may be revoked on any of the following grounds-

(a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) [...]

(c) [...]

(d) [...]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as in referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date”.

11. Section 100 of the Act states that:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it”.

12. As the contested mark is a comparable mark, pursuant to paragraph 8 of Part 1, Schedule 2A of the Act, the proprietor may rely upon use of the mark in the EU (including the UK) or any part of the relevant period which falls prior to IP Completion Day, being 31 December 2020.

13. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and*

Designs) [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversvereinigung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Marken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Leno* at [29]; *Centrotherm* at [71]; *Reber* at [29].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice:

Ansul at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no *de minimis* rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].

107. The trade mark proprietor bears the burden of proving genuine use of its trade mark: see section 100 of the 1994 Act and *Ferrari* at [73]-[83]. The General Court of the European Union has repeatedly held that genuine use of a trade mark cannot be proved by means of probabilities or suppositions, but must be demonstrated by solid and objective evidence of effective and sufficient use of the trade mark on the market concerned: see e.g. Case T-78/19 *Lidl Stiftung & Co KG v European Union Intellectual Property Office* [EU:C:2020:166] at [25]. It has also repeatedly held that the smaller the commercial volume of the exploitation of the mark, the more necessary it is for the proprietor to produce additional evidence to dispel any doubts as to the genuineness of its use: see e.g. *Lidl* at [33]. In *Awareness Ltd v Plymouth City Council* [2013] RPC 24 Mr Daniel Alexander KC sitting as the Appointed Person said:

19. For the tribunal to determine in relation to what goods or services there has been genuine use of a mark during the relevant period, it should be provided with clear, precise, detailed and well-supported evidence as to the nature of that use during the period in question from a person properly qualified to know.

...

22. ... it is not strictly necessary to exhibit any particular kind of documentation but if it is likely that such material would exist and little or none is provided, a tribunal will be justified in rejecting the evidence as insufficiently solid. That is all the more so since the nature and extent of use is likely to be particularly well known to the proprietor itself. A tribunal is entitled to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive. By the time the tribunal ... comes to take its final decision, the evidence must be sufficiently solid and specific

to enable the evaluation of the scope of protection to which the proprietor is legitimately entitled to be properly and fairly undertaken, having regard to the interests of the proprietor, the opponent and, it should be said the public.”

14. As regards the territorial scope of the use of an EUTM, in *Walton International*,⁴ Arnold J (as he then was), after setting out the eight applicable principles when assessing genuine use (which are the same as the eight principles he subsequently set out in *easyGroup Ltd*), added the further three principles when assessing genuine use in the EU:

“118. *The law with respect to genuine use in the Union.* Whereas a national mark needs only to have been used in the Member State in question, in the case of a EU trade mark there must be genuine use of the mark “in the Union”. In this regard, the Court of Justice has laid down additional principles to those summarised above which I would summarise as follows:

(9) The territorial borders of the Member States should be disregarded in the assessment of whether a trade mark has been put to genuine use in the Union: *Leno* at [44], [57].

(10) While it is reasonable to expect that a EU trade mark should be used in a larger area than a national trade mark, it is not necessary that the mark should be used in an extensive geographical area for the use to be deemed genuine, since this depends on the characteristics of the goods or services and the market for them: *Leno* at [50], [54]–[55].

(11) It cannot be ruled out that, in certain circumstances, the market for the goods or services in question is in fact restricted to the territory of a single Member State, and in such a case use of the EU trade mark in that territory might satisfy the conditions for genuine use of a EU trade mark: *Leno* at [50].”

⁴ *Walton International Ltd & Anor v Verweij Fashion BV*, [2018] EWHC 1608 (Ch).

15. Proven use of a mark which fails to establish that “the commercial exploitation of the mark is real” because the use would not be “viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods protected by the mark” is not, therefore, genuine use.

Evidence of use

16. In its notice of defence, the proprietor claims that use has been made in respect of some of the goods for which the mark is registered.⁵ I must therefore consider whether, or the extent to which, the evidence shows genuine use of the mark in relation to those goods.

17. I deduce the following from the witness statement and exhibits of Zhang Qian:

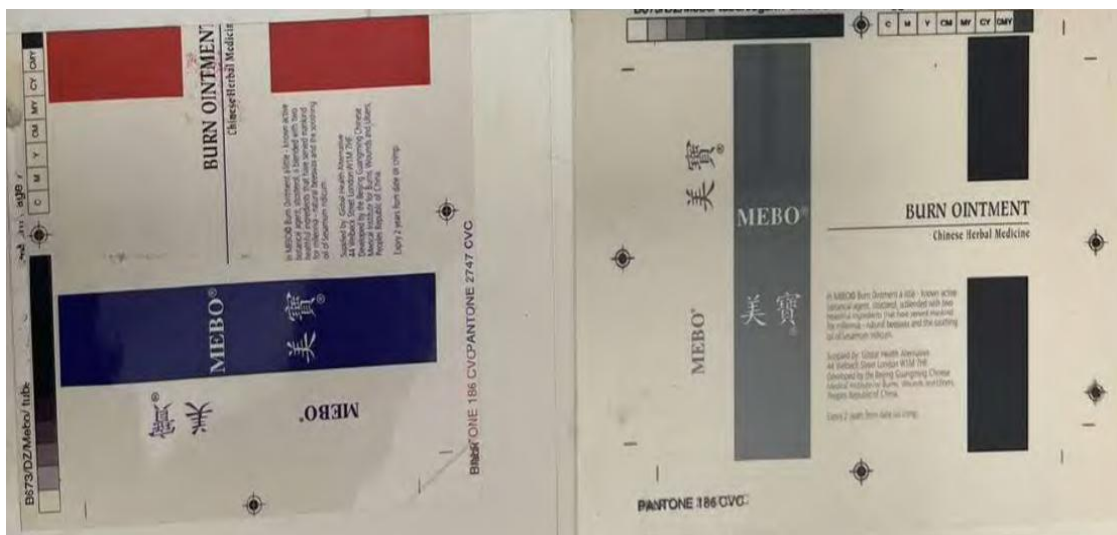
- MEBO, an acronym for ‘moist exposed burn ointment’, was invented in 1988 by Rongxiang Xu, the founder of the MEBO Group, and was originally developed as a new treatment for skin injuries including burns, wounds and ulcers, but in later years became synonymous with a broader range of products from the MEBO Group.
- MEBO was used in relation to the first approved new drug of Traditional Chinese Medicine (since the implementation of Pharmaceutical Administration Law of the People's Republic of China).⁶
- MEBO ointment was identified as a national major achievement of Chinese science and technology and in August 1988 was selected by the Ministry of Health of the People's Republic of China to be one of the first ten major medical technologies to be promoted and popularised across China. In September 1991, MEBO ointment was approved for sale throughout China.
- Building on the success of its original MEBO ointment product, the MEBO Group developed systematic regenerative medical technology for the in situ,

⁵ As set out in paragraph 4 of this decision.

⁶ Exhibit ZQ2.

regenerative restoration of damaged organs caused by deep burns, diabetic ulcers, severed distal fingers, open trauma with tissue defects, lower extremity ulcers and deep bedsores. Further, the MEBO Group has established the systematic regenerative life science through the in-depth study of the regenerative restoration of damaged organs.

- MEBO branded products were first sold in Europe in the 1990s. The proprietor commissioned Farrows, a design agency based in Norwich, UK, to design the packaging for MEBO products that were to be sold in the United Kingdom. The packaging was designed in 1996 for burn ointment, acne cream, foot irritation cream and scar lotion. The following shows two examples of the numerous packaging designs, along with the related package design order forms, which are dated 10 October 1996:⁷



⁷ Exhibit ZQ6

LION HOSE, MUSPOLE STREET, NORWICH, NR3 1DJ, ENGLAND
TELEPHONE: 01603 620735 FAX: 01603 619092 ISSN: 01603 76715

STAGE 4 : REPRO PROOF

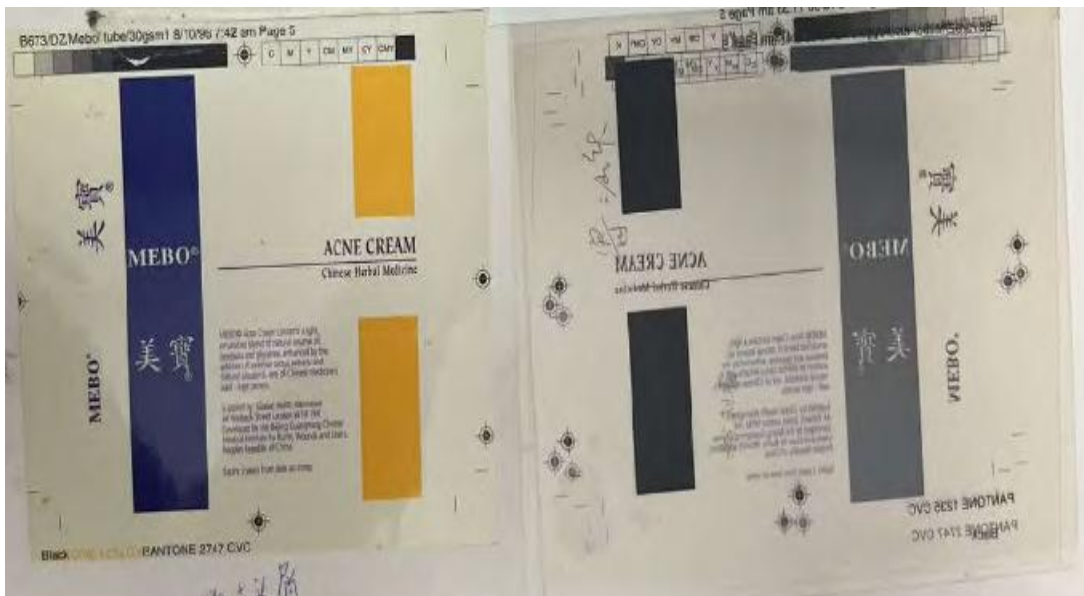
JOB TITLE: MEBO RUBE OINTMENT Tube 30gsm
 PROOF TYPE: SPECIAL CLAIMAIN
 CLIENT: GNA CLIENT CONTACT: DAVID COHEN
 REPRO: TALKERS PRINTED BY: KEVIN MORGAN
 JOB NO: 6675 CLIENT NO: N/A

DETAILS AND COMMENTS		Production Check	Colour Check
COPY / SPELLING	<u>CHECKED BY ROB AND</u>	<u>Kah</u>	
CUTTER / SIZE	<u>100mm x 79mm</u>	<u>Kah</u>	
BARCODE NO CHECK	<u>NA</u>		
MAG / SWH	<u>NA</u>		
SCAN QUALITY	<u>NA</u>		
FILM CHECK SUPPLIED TO SPEC	<u>LITHO / STANDARD</u>	<u>Kah</u>	
COLOUR MATCH CHECK	<u>BLACK, RED, 156, BLUE, 2747</u>	<u>Kah</u>	
AMENDS CARRIED OUT FROM STAGE 3	<u>NA</u>		

NOTES: MATCH TO PANTONE PLEASE
CLAIMAINS NOT 100% COLOUR ACCURATE.

PRODUCTION SIG: Kate Lorne DATE: 10.11.01
 CLIENT SIGNATURE: [Signature] DATE: 1

SHOULD YOU HAVE ANY QUERIES REGARDING THIS PROOF PLEASE



LION HOSE, MUSPOLE STREET, NORWICH, NR3 1DJ, ENGLAND
TELEPHONE: 01603 620735 FAX: 01603 619092 ISSN: 01603 76715

STAGE 4 : REPRO PROOF

JOB TITLE: MEBO TUBE 30gsm OINTMENT CREAM
 PROOF TYPE: SPECIAL CLAIMAIN
 CLIENT: GNA CLIENT CONTACT: DAVID COHEN
 REPRO: TALKERS PRINTED BY: KEVIN MORGAN
 JOB NO: 6675 CLIENT NO: N/A

DETAILS AND COMMENTS		Production Check	Colour Check
COPY / SPELLING	<u>CHECKED BY ROB AND</u>	<u>KL</u>	
CUTTER / SIZE	<u>100mm x 79mm</u>	<u>KL</u>	
BARCODE NO CHECK	<u>NA</u>		
MAG / SWH	<u>NA</u>		
SCAN QUALITY	<u>NA</u>		
FILM CHECK SUPPLIED TO SPEC	<u>LITHO / STANDARD</u>	<u>KL</u>	
COLOUR MATCH CHECK	<u>BLACK, BLUE, 2747, GREEN, 397</u>	<u>KL</u>	
AMENDS CARRIED OUT FROM STAGE 3	<u>NA</u>		

NOTES: MATCH TO PANTONE PLEASE
CLAIMAINS NOT 100% ACCURATE TO COLOR

PRODUCTION SIG: Kate Lorne DATE: 10.11.01
 CLIENT SIGNATURE: [Signature] DATE: 14.11.01
 CONTACT: Kate Lorne

Please check this proof carefully. Corrections made after printing will incur extra charges.

- On 30 March 2009, the proprietor entered into a licence agreement with MEBO Pharmaceutical Technology Group Co., Ltd., and its subsidiaries, namely Shantou MEBO Pharmaceutical Co., Ltd., Shanghai MEBO Life Science & Technology Co., Ltd., Beijing, MEBO High Technology Co., Ltd., and Langfang MEBO Pharmaceutical Co., Ltd., to use the EU Trade Mark Registration no. 007001159 (which latterly became the contested comparable mark UK907001159, as set out in paragraph [2] of this decision) within the member states of the European Union.⁸ The licence permitted the licensees to use the MEBO trade mark in the European Union on product packaging, promotional materials, advertisements, and promotional products and at domestic and international exhibitions, seminars, exchanges, and related activities.
- On 19 May 2009, Shantou MEBO Pharmaceutical Co., Ltd., Shanghai MEBO Life Science & Technology Co., Ltd. and Beijing MEBO High Technology Co., Ltd., entered into an exclusive licence agreement with Gulf Pharmaceuticals Industries ('Julphar') to import semi-finished products, finish the semi-finished products, and finished products which could then be sold in the licensed territory. The licensed territory includes the member states of the European Union including the United Kingdom. The licence was granted for a period of 20 years.⁹
- Under the exclusive licence, Julphar used the MEBO trade mark in relation to the MEBO products in the European Union and United Kingdom. The following shows an example of the printouts and articles obtained from Julphar's website showing its partnership with the MEBO Group and MEBO branded products:¹⁰

⁸ Exhibit ZQ7.

⁹ Exhibit ZQ8.

¹⁰ Exhibit ZQ9.



Home . Gen Medicines . General Medicines

General Medicines

Generic medicines are vitally important to the MEA healthcare market. Our products are manufactured to exactly the same demanding standards as the original branded medicines. They also have the same effect on the patient.

You can find an A-Z list of our General Medicines below. Unfortunately, we cannot provide comprehensive information about our medicines on this website, in compliance with regulations.

By Brand By Form

A - D

E - H

I - L

M - P

Q - T

U - Z

Generic Name	Brand	Forms	Types
Beta-Sitosterol	Mebo	Mebo Ointment Mebo Wound Dressing	Wound Care

KEEP IN TOUCH



Like Us Facebook



Follow Us Twitter



Connect With Us LinkedIn



Watch Us YouTube



Follow Us Instagram

- The above website page is undated though I note from the bottom of the page that the snapshot was captured by FireShot Pro on 27 May 2025.

Home . Media . Events . MEBO at the Forefront Proudly Participating in the 55th Annual ESPRS Conference



MEBO at the Forefront Proudly Participating in the 55th Annual ESPRS Conference

2025-03-04

We are proud to demonstrate our leadership in wound care as the main sponsor of the 55th Annual conference of the Egyptian Society of Plastic and Reconstructive Surgeons (ESPRS), Cairo, 5-8 Feb. 2025, Egypt's largest plastic surgery conference. Year after year, we continue to set the standard by showcasing our flagship wound care product, MEBO.

This event brought together all generations of plastic surgeons from across the country, from senior pioneers to the rising stars of tomorrow—coming together from university hospitals, specialized institutions, and Ministry of Health hospitals.

With 25 years of heritage, MEBO stands as a trusted partner in wound care. Leading pioneers acknowledged their experiences with MEBO and the legacy we've built together. Julphar remains focused on empowering healthcare professionals with effective solutions to address the evolving needs of wound care.

- The above article, dated 4 March 2025, titled ‘MEBO at the Forefront Proudly Participating in the 55th Annual ESPRS Conference’ states that the Annual conference of the Egyptian Society of Plastic and Reconstructive Surgeons (ESPRS) was held in Cairo (Egypt), between 5-8 February 2025, and was Egypt’s largest plastic surgery conference. The conference brought together all generations of plastic surgeons from across Egypt. Further, with 25 years of heritage, MEBO stands as a trusted partner in wound care. Leading pioneers acknowledged their experiences with MEBO and the legacy built together. The article states that Julphar remains focussed on empowering healthcare professionals with effective solutions to address the evolving needs of wound care. It is noted that the conference was held in Egypt in 2025, therefore, this is outside the relevant territory, being the EU/UK, and outside the relevant period.



Launch of MEBO Dressing for Iraqi Market

2017-11-01



As part of our continuous commitment to providing therapeutic solutions and scientific programs on wound and scar management standards, Julphar held a scientific meeting in Istanbul to support the Iraqi market. The meeting took place from 24th to 27th October in Istanbul and was attended by 45 surgeons & Obstetrician-gynecologists.

The meeting started by the presentation of our eminent speaker Dr Mustafa Osama, General & Laparoscopic Surgeon at Faculty of Medicine, Al Mustansiriyah University, Iraq, discussing the "Updates in Wound and Burn Management". Dr Osama shared with the attendees his long experience using MEBO products (MEBO Ointment & MEBO Scar) showing the benefits of both as treatment solution for wound and scar management.

The meeting was a good opportunity to highlight Julphar Manufacturing Quality and the value of MEBO Dressing's advanced technique in wound care management.

- The above article titled 'Launch of MEBO Dressing for Iraqi Market', dated 1 November 2017' relates to a scientific meeting held by Julphar in Istanbul to support the Iraqi market. The meeting took place between 24-27 October 2017 and was directed at 45 surgeons and Obstetrician gynaecologists. The meeting started with a presentation by Dr Mustafa Osama, discussing the 'Updates in Wound and Burn management'. Dr Osama shared with the attendees his long experience using MEBO products (MEBO Ointment and MEBO scar) showing the benefits as treatment solutions for wound and scar management. The article stated that the meeting was a good opportunity to highlight Julphar's manufacturing quality and the value of MEBO dressing's advanced technique in wound care management. However, it is noted that the meeting was held in Istanbul (Turkey) in 2017, to launch 'MEBO Dressing' in the Iraqi Market. Both Istanbul and Iraq are outside the relevant territory, being the EU/UK, and 2017 is outside the relevant period.

The conference was attended by 200 surgeons and pharmacists from all over Senegal. The event presented clinical case studies of burns, chronic wounds, and post-operative wounds, which have been treated with MEBO.

The event opened with a scientific session titled **"Burns Healing Process"** moderated by **Professor Suzanne Oumou NIANG** Dermatologist/Allergologist, to be followed by a panel discussion titled **"The role of MEBO in Management of Wounds and Burns. The art of healing,"** which was chaired by **Doctor Youssef BADRA**, Member of the Scientific Committee at Lebanese Society of General Surgery, Head of Department of Surgery, Medical Director, Dar Al Amal University Hospital, Lebanon.

The MEBO portfolio offers a complete range of wound and scar management products. With a successful track record of 20 years in more than 28 countries, its efficacy has been proven through more than 30 clinical trials, thousands of HCPs and millions of patient experiences.

About Pharmacovigilance

Contact Information

How Do I Report An Adverse Reaction?

Techniques in wound management and presented MEBO.

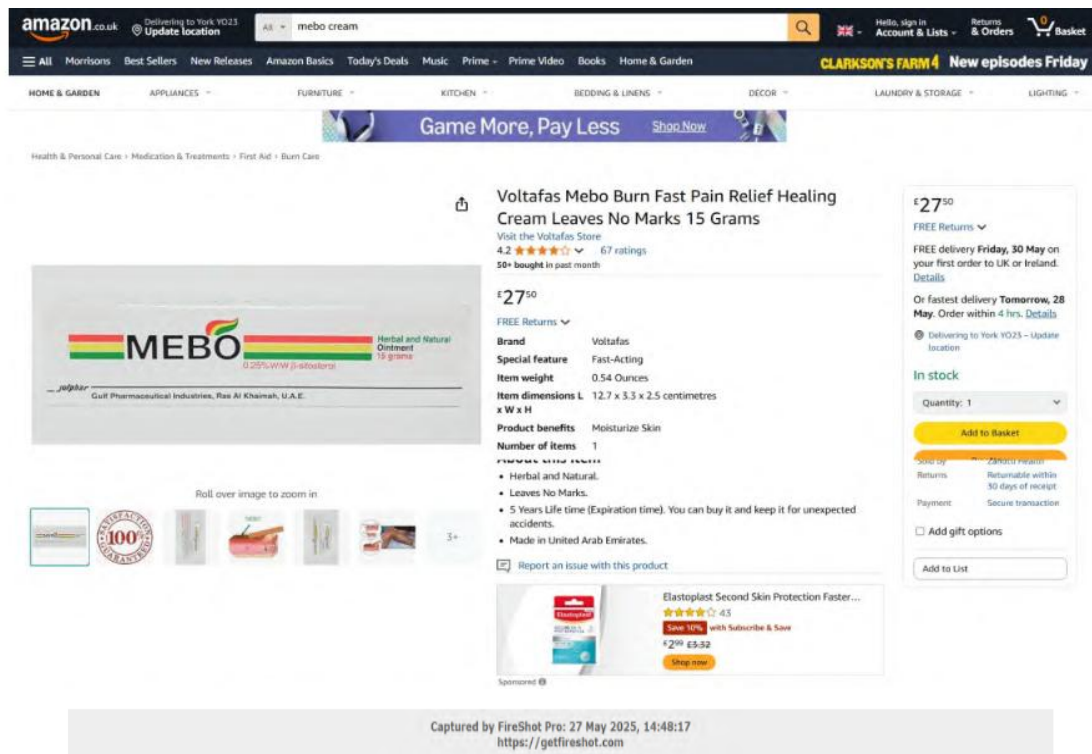
Anesthetist surgeon, Project Manager of the Burns Centre and **Doctor Mouhamadou Mansour FALL**, ER & Burns specialist, Anesthesiologist Resuscitator, Army Hospitals Specialist, Member of the American Burn Association (ABA), Project Manager of the Burns Center (HPD).

Captured by FireShot Pro: 27 May 2025, 14:41:25
<https://getfireshot.com>

- With regards to the above information, whilst I acknowledge that some of the text is obscured due to the presence of a drop-down menu, I am able to ascertain that it mentions a panel discussion titled ‘The role of MEBO in Management of Wounds and Burns. The art of healing’, and that the MEBO portfolio offers a complete range of wound and scar management products, with a successful track record of 20 years in more than 28 countries and its efficacy has been proven through more than 30 clinical trials. However, the 28 countries have not been identified, nor am I able to determine where the 30 clinical trials took place. Furthermore, the information is not dated, though, as previously stated, I note that the website page screenshot was captured by FireShot Pro on 27 May 2025.
- Julphar sells MEBO branded products in the United Kingdom via a range of channels, including Amazon UK and ebay. In this regard, the following shows a MEBO branded product, namely ‘pain relief healing cream’, being offered for sale in the United Kingdom:¹¹

¹¹ Exhibit ZQ10.

Amazon



- However, it is noted from the above screenshot that the product is described as 'Voltafas Mebo Burn Fast Pain Relief Healing Cream' with the brand being described as 'Voltafas' rather than 'Julphar', and I have no evidence before me from the proprietor regarding its relationship with 'Voltafas'. Furthermore, the above screenshot is undated, though I note that it features a date in relation to the delivery of the product, being 'Friday 30 May'. I further note that the screenshot was captured by FireShot Pro on 27 May 2025. Accordingly, I will assume that the delivery date referred to is in 2025.
- Additionally, the following product information included on page 2 of the Amazon screenshot states that the featured MEBO product was first made available on 12 March 2016:

Technical Details		Additional Information	
Brand	Voltafas	ASIN	B01CW8COZY
Product Dimensions	12.7 x 3.3 x 2.54 cm; 15.31 g	Customer Reviews	4.2 67 ratings 4.2 out of 5 stars
Special Features	Fast-Acting	Best Sellers Rank	27,436 in Health & Personal Care (See Top 100 in Health & Personal Care) 26 in Burn Care
Item Weight	15.3 g	Date First Available	12 Mar. 2016

- Furthermore, customer reviews of the featured MEBO product are dated between 2016 to 2024. Therefore, these dates are all outside the relevant period.

ebay

The screenshot shows an eBay product listing for 'MEBO burn & Wound Ointment Cream Herbal Natural No Marks UK Shipping 15g' priced at £27.50. The seller is 'MEBO UK (5022) - Business' with a 100% positive feedback rating. The listing includes a 'Buy it now' button, an 'Add to basket' button, and an 'Add to Watchlist' button. Below the main product image, there are sections for 'People who viewed this item also viewed' and 'Similar Items'. The 'Similar Items' section lists four products: '3 OXY 10 25g Stubborn Acne Pimple cream Maximum Strength UK stock medicat...', 'New 20g Wound Care Cream Dedicated to Damaged Skin Repair Infection Protection', 'New 30g Natural Herbal Red Face Skin Care Rosacea Cream Red Skin Relief...', and 'New Burn Scald Cream Skin Repair Anti-Infection Wound Plaste...'. The listing also shows shipping details: 'Free delivery in 2-3 days', 'Estimated between Thu, 29 May and Fri, 30 May to DN14 4AA. See details', and 'Located in: Birmingham, United Kingdom'. The listing is dated '27 May 2025, 14:48:58' and was captured by 'FireShot Pro'.

- It is noted that the above ebay screenshot is undated, however it does feature a date in relation to the delivery of the MEBO burn and wound ointment product being, Thursday 29 May to Friday 30 May. I further note that the screenshot was captured by FireShot Pro on 27 May 2025. Accordingly, I will assume that the delivery date referred to is in 2025. Additionally, it is noted from the ebay webpage screenshot that the seller of the MEBO product, namely MEBO UK, assumes all responsibility for the listing which was last updated on 23 January

2025. Therefore, this is outside the relevant period. However, it is noted that MEBO UK joined ebay in January 2011.

- MEBO branded burn ointment was reviewed and compared with other products for the treatment of burns by four clinicians in the United Kingdom. In this regard, a review article from 'Journal of Plastic Surgery and Hand Surgery 2020 (Vol. 54, No. 6)' is included in the evidence.¹² The article titled 'The use of moist exposed burn ointment (MEBO) for the treatment of burn wounds: a systematic review' was received on 1 April 2020, was revised on 21 July 2020 and was accepted on 17 August 2020. These dates fall outside the relevant period.
- Shantou MEBO Pharmaceutical Co., Ltd., as the licensee of the proprietor, attended the 16th Congress of the International Society for Burn Injuries (ISBI 2012) which took place in the United Kingdom (Edinburgh) between 9-13 September 2012. During ISBI 2012, Sun Xia, the General Manager of the International Business Department of MEBO Group chaired an industry sponsored symposium to discuss MEBO products. In this regard exhibit ZQ12 includes a copy of the Exhibition Technical Manual and Floor Plan for ISBI 2012; a copy of the programme for ISBI 2012 (showing that the Industry Sponsored Symposium of MEBO was held on 10 September 2012); an invoice and application for a fund transfer (overseas), in respect of the ISBI 2012 exhibition, symposia and advertising; and photographs of the MEBO exhibition booth design and assembly.
- The invoice referred to above is dated 3 November 2011 and relates to the attendance of the proprietor at the ISBI exhibition, symposia as well as advertising fees. The invoice total is £24,600, as the following shows:

¹² Exhibit ZQ11.

The 16th Congress Of The International Society For Burn Injuries
9 - 13 September 2012, Edinburgh, Scotland

INVOICE

Shantou MEBO Pharmaceutical Co., Ltd.

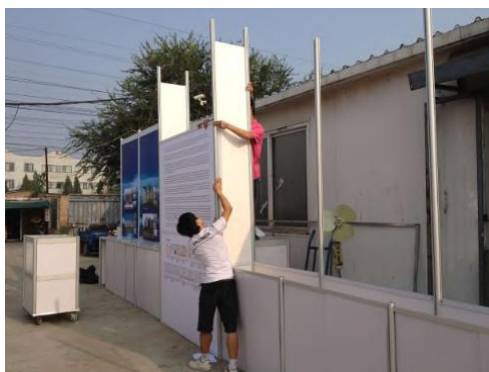
No.13, Southern Yujin Road
 Zhujin Industrial District
 SHANTOU CITY GUANGDONG PROVINCE CHINA

Invoice No ISBI - 70
 Date 03/11/2011

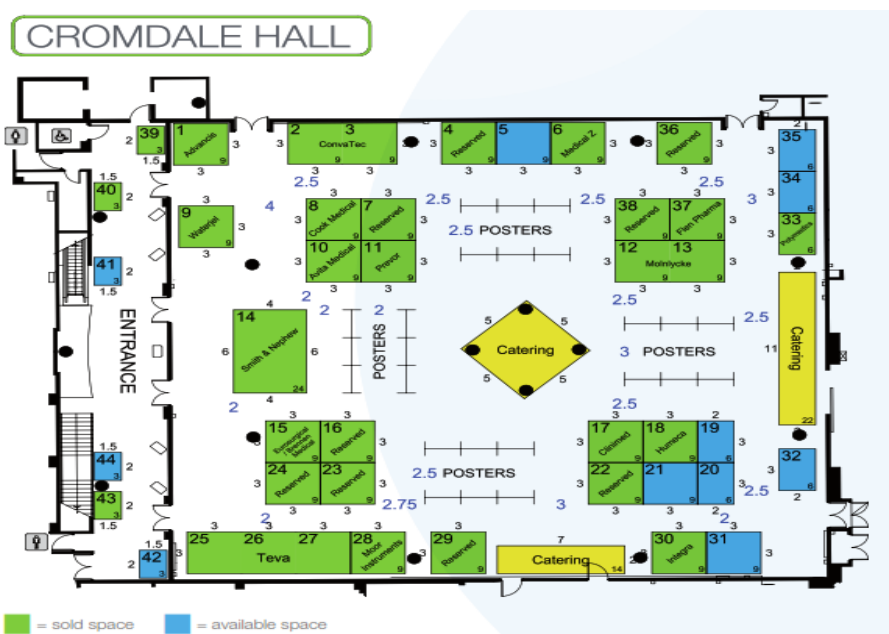
Details	net	vat	total (UK £)
ISBI 2012 exhibition, symposia and advertising,	£ 24,600.00		£ 24,600.00
<i>Ref: - Final Programme, Inside Front Cover</i>	£ 1,500.00		
<i>Ref: - Monday Evening Symposium: 17:15 - 18:15</i>	£ 15,000.00		
<i>Ref: -</i>	£ 2,700.00		
<i>Ref: -</i>	£ 2,700.00		
<i>Ref: -</i>	£ 2,700.00		
(Booth 33, 34 + 35: 18sqm raw space)			
TERMS OF PAYMENT:			
First payment received:			GBP £12,300.00
Second payment now due:			GBP £12,300.00
Invoice Total	£ 24,600.00	£ 0.00	£ 24,600.00

- The undated MEBO booth design and assembly photos, referred to above, are as follows:





- However, the above outdoor photographs do not appear to have been taken at the ISBI exhibition, held in Edinburgh, Scotland. I say this on the basis that the ISBI Exhibition floor plan, included in the evidence,¹³ shows that the exhibition was held indoors in the ‘Cromdale Hall’, as the following shows:



Form of the mark

18. Before I move on to assess whether the proprietor has shown genuine use, I must first consider if I find the use of the mark as shown in the evidence to be use of the mark as registered.

¹³ Exhibit ZQ12 [page 100 of 174].

19. Section 46(2) of the Act states that:

“... use of a trade mark includes use in a form (“the variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it is registered...”

20. The mark is registered for the word ‘MEBO’. There are examples of the mark in use as registered. Clearly, this will be use upon which the proprietor can rely. However, I note that sometimes the mark appears in the evidence in a different typeface, namely ‘Mebo’, but in this regard, I remind myself that the registration of a word mark gives protection irrespective of the typeface or colour for that matter: see *Bentley Motors Limited v Bentley 1962 Limited*.¹⁴

21. Furthermore, I note that within some of the exhibits, the mark also appears in the following formats:



MEBO UK

22. In *Lactalis McLelland Limited v Arla Foods AMBA*,¹⁵ Phillip Johnson, sitting as the Appointed Person, considered the correct approach to the test under section 46(2). He said:

“13. [...] While the law has developed since *Nirvana* [BL O/262/06], the recent case law still requires a comparison of the marks to identify elements of the mark added (or subtracted) which have led to the alteration of the mark (that is, the differences) (see for instance, T-598/18 *Grupo Textil Brownie v EU*IPO*, EU:T:2020:22, [63 and 64]).

¹⁴ BL O/158/17.

¹⁵ BL O/265/22

14. The courts, and particularly the General Court, have developed certain principles which apply to assess whether a mark is an acceptable variant and the following appear relevant to this case.

15. First, when comparing the alterations between the mark as registered and used it is clear that the alteration or omission of a non-distinctive element does not alter the distinctive character of the mark as a whole: T-146/15 *Hypen v EUIPO*, EU:T:2016:469, [30]. Secondly, where a mark contains words and a figurative element the word element will usually be more distinctive: T-171/17 *M & K v EUIPO*, EU:T:2018:683, [41]. This suggests that changes in figurative elements are usually less likely to change the distinctive character than those related to the word elements.

16. Thirdly, where a trade mark comprises two (or more) distinctive elements (e.g. a house mark and a sub-brand) it is not sufficient to prove use of only one of those distinctive elements: T-297/20 *Fashioneast v AM.VI. Srl*, EU:T:2021:432, [40] (I note that this case is only persuasive, but I see no reason to disagree with it). Fourthly, the addition of descriptive or suggestive words (or it is suppose figurative elements) is unlikely to change the distinctive character of the mark: compare, T-258/13 *Artkis*, EU:T:2015:207, [27] (ARKTIS registered and use of ARKTIS LINE sufficient) and T-209/09 *Alder*, EU:T:2011:169, [58] (HALDER registered and use of HALDER I, HALDER II etc sufficient) with R 89/2000-1 CAPTAIN (23 April 2001) (CAPTAIN registered and use of CAPTAIN BIRDS EYE insufficient).

17. It is also worth highlighting the recent case of T-615/20 *Mood Media v EUIPO*, EU:T:2022:109 where the General Court was considering whether the use of various marks amounted to the use of the registered mark MOOD MEDIA. It took the view that the omission of the word “MEDIA” would affect the distinctive character of the mark (see [61 and 62]) because MOOD and MEDIA were in combination weakly distinctive, and the word MOOD alone was less distinctive still.”

23. Accordingly, with regards to the above marks, I acknowledge that where a registered mark is used with additional matter, this may still constitute acceptable use of the mark as registered, where the registered element continues to act independently as an indicator of origin. Further, as previously stated, as the registered mark is a word mark, I note that the registration of a word mark gives protection irrespective of capitalisation and stylisation.

24. Therefore, I am of the view that use of the marks shown above does constitute use of the contested mark, as I find that the additional text and/or figurative elements make no material difference to the distinctiveness of the mark as registered, on the basis that this element, namely 'MEBO' in all of the above versions, continues to play an independent, dominant role and therefore continues to indicate origin. Consequently, I find that use of the above stated marks is use upon which the proprietor can rely.

25. Even if I am wrong in my finding, I am of the view that the additional text and/or figurative elements added to the registered word 'MEBO' do not sufficiently alter the distinctive character of the contested mark, and therefore use of the marks shown above constitutes acceptable variant use of the contested mark upon which the proprietor can rely.

Genuine use

Assessment of Evidence

26. Whether the use shown in the evidence is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the goods at issue in the EU/UK, during the relevant five-year period. In making my assessment, I must consider all relevant factors, including:

- the scale and frequency of the use shown;
- the nature of the use shown;
- the goods for which use has been shown;
- the nature of those goods and the market(s) for them; and

- the geographical extent of the use shown.

27. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use, even if individual items of evidence would on their own be insufficient proof: see *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, Case T- 415/09, paragraph 53. However, where there is no use of the mark in respect of the goods as registered, it follows there has been no genuine use of the mark: *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL 0/404/13, paragraph 22.

28. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled “to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive”: (see *PLYMOUTH LIFE CENTRE*, BL O/236/13, paragraph 22). However, I remind myself that I must evaluate all the evidence submitted in an overall assessment, and that although pieces of evidence may be insufficient by themselves, they may contribute to proving use in combination.

29. Accordingly, the burden is on the proprietor to prove that it has used its mark within the relevant period on all the goods for which use is claimed. Therefore, it was the proprietor’s responsibility to provide proof that the mark was used in the EU/UK during the five-year relevant period.

30. Allowing for favourable assumptions, it is apparent from the evidence that there has been some use of the proprietor’s trade mark on burn and wound ointment creams. However, whilst it is acknowledged from Zhang Qian’s witness statement that the proprietor began selling MEBO branded products in Europe in the 1990s, I find that there are numerous deficiencies within the proprietor’s evidence.

31. Turnover figures regarding use of the proprietor’s mark in relation to the sale of its goods at issue, during the relevant period have not been submitted, nor have invoices been submitted in relation to any sales in the EU/UK. Furthermore, whilst I note from

the evidence that MEBO ointment/cream products have been sold via the online retail platforms, Amazon and ebay, I have not been provided with any sales inventories showing the sale of the proprietor's various ointment products, etc, during the relevant period, namely 13 March 2009 to 12 March 2014, via these platforms. Furthermore, with regards to sales of the goods at issue, I have not been provided with any details of the size of the relevant market in the EU/UK (I would expect such a market to be significant), nor have I been provided with the percentage share enjoyed by the proprietor.

32. In addition, the proprietor has not provided any marketing/promotional figures for the relevant period. The only invoice submitted regarding marketing/promotional activity carried out by the proprietor concerns its attendance at an exhibition held in Edinburgh in September 2012. The invoice, for the sum of £24,600 is in respect of exhibition floor space, an exhibition booth and advertising in the exhibition programme front cover. However, with regards to the exhibition, I have no evidence before me in respect of the number of attendees at the exhibition, nor am I able to ascertain which of the proprietor's goods were being marketed/promoted at the exhibition. Furthermore, other than the proprietor's attendance at the 2012 exhibition, I have no other evidence before me to demonstrate how and where the goods have been marketed/promoted.

33. Accordingly, with regards to the proprietor's goods at issue, as set out in paragraph 4 of this decision, whilst the proprietor's evidence does show some use of its trade mark on, or in relation to ointment/creams for burns, as a whole, I find the proprietor's evidence to be very scant, the majority of which is undated or is dated outside of the relevant period.

34. Therefore, taking all the above into account, in conjunction with the applicant's supporting statement,¹⁶ and bearing in mind not only section 100 of the Act but also the respective comments of Mr Alexander KC and Mr Hobbs KC in *Plymouth Life and Dosenbach*, I find that the evidence of use is insufficiently solid to adequately allow me to find that the proprietor has demonstrated real commercial exploitation of the

¹⁶ As set out in Section C of the applicant's Form TM26(N).

contested mark in relation to the goods for which use is claimed in the EU/UK,¹⁷ during the relevant period. Put simply, the nature of the evidence and the issues discussed throughout my assessment of the same do not, in my view, allow me to make the reasonable inferences necessary in order to find in favour of the proprietor.

35. I note Mr Alexander's comments in *Guccio Gucci SPA v Gerry Weber International AG*, Case BL O/424/14, where he stated that:

"56. The Registrar says that it is important that a party puts its best case up front – with the emphasis both on "best case" (properly backed with credible exhibits, invoices, advertisements and so on) and "up front" (that is to say in the first round of evidence). Again, he is right. If a party does not do so, it runs a serious risk of having a potentially valuable trade mark right revoked, even where that mark may well have been widely used, simply as a result of procedural error. The rule is not just "use it or lose it" but (the less catchy, if more reliable) "use it - and file the best evidence first time round - or lose it". (Original emphasis)

36. Accordingly, whilst I consider that the proprietor has attempted to create a market for its ointment/cream goods under its 'MEBO' trade mark in the UK, the evidence fails to sufficiently demonstrate that such a market was established and then preserved. I keep in mind the principles outlined above which recognise that even proven commercial use may not be sufficient for a finding of genuine use. Accordingly, for the reasons set out above, overall, I am of the view that the evidence is insufficient to allow me to find that the proprietor has demonstrated real commercial exploitation of its mark in relation to any of the goods for which use is claimed within the relevant period. The consequence of this is that the proprietor has not shown genuine use of its mark for the goods in classes 3 and 5 which it chose to defend. Consequently, registration of the mark will be revoked for all these goods, as well as the remaining undefended goods and services in classes 3, 5 and 44, for which it is registered.

¹⁷ As set out in paragraph 4 of this decision.

CONCLUSION

37. The application for revocation on grounds of non-use under section 46(1)(a) succeeds in its entirety. As such, subject to any successful appeal, the proprietor's registration is revoked in full. The effective date of revocation is 13 March 2014.

COSTS

38. Given that the outcome of this decision has terminated the proceedings, I must consider the matter of costs. As the applicant has not instructed professional representatives, they are entitled to make a request for an award of costs, including accurate estimates of the number of hours spent on a range of given activities relating to the revocation proceedings. However, I note that the applicant has not been provided with a cost proforma. As a result, I am unable to deal with the issue of costs at this stage.

39. Accordingly, a copy of the cost proforma will be provided to the applicant upon the issuance of this decision. The applicant is hereby invited to file a completed cost proforma to the Tribunal within 14 days of the date of this decision. Once this is received, I will issue a supplementary decision dealing with the issue of costs. In the event that the applicant fails to file a cost proforma within 14 days of the date of this decision, I still propose issuing a supplementary decision dealing with the issue of costs.

Dated this 19th day of May 2026

**Sam Congreve
For the Registrar**

Annex 1

- Class 3 Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; cosmetics, namely oil, ointment, powder, gel, lotion, cream, and other cosmetic preparation for the body, eye shadow, eye liner, eyebrow pencils, eye creams, mascara, blush, blushers, facial creams and lotion, foundations, foundation lotions and creams, pressed powder, lip gloss, lip pencils, lipsticks, lip colors, lip coaters, astringents for cosmetic purposes, cleansing preparation and scrubs for personal use, body and facial powders, makeup lotions and creams for use on the body, concealing creams and lotions for the skin, facial wash, face glitter preparations, nail enamel, skin and body lotions and creams, shower lotion, creams and gels, perfume and cologne, and cosmetic compacts containing one or more of the above; essential oils for personal use, hair gel, hair oil, and hair lotions and creams; sun screen preparations, namely, oil, ointment, lotion and cream; waterproof oil and lotion to protect skin from seawater, massage oil, massage ointment, massage lotion, and massage cream; freckle-removing oil, freckle-removing ointment, freckle-removing lotion, and freckle-removing cream; burn ointment (non-medicated).
- Class 5 Pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides; burn ointment (medicated); oriental herbal preparations and food supplements, namely herbal extracts, powdered herbs, herb tablets and herb capsules for pharmaceutical purposes; nutritional food supplements, namely, botanical powder and botanical emulsions; hair growth stimulants; topical analgesics for post-laser and post-surgical use; anti-itch oil, ointment, lotion and cream; pharmaceutical

preparations for the treatment of dermatological conditions;
nutraceuticals and dietary supplements; dietetic foods for medical use;
food for medically restricted diets; food supplements for medical use.

Class 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services.