

O/501/18

TRADE MARKS ACT 1994

**IN THE MATTER OF REGISTRATION NO. 711981
IN THE NAME OF HASBRO, INC. FOR THE TRADE MARK**

MONOPOLY

IN CLASS 28

AND

THE APPLICATION FOR REVOCATION THERETO UNDER NUMBER 501656

BY

KREATIVNI DOGADAJI d.o.o.

Background

1. MONOPOLY has been registered as a trade mark in the UK for board games¹ under number 711981 since 12 August 1954. This decision concerns an application to revoke the trade mark registration on the ground that the trade mark has not been put to genuine use by its proprietor, Hasbro, Inc. (“Hasbro”), or with its consent.

2. On 5 May 2017, Kreativni Dogadaji d.o.o. (“the applicant”) filed an application to revoke the trade mark registration under sections 46(1)(a) and (b) of the Trade Marks Act 1994 (“the Act”).

3. The applicant claims an effective revocation date of 4 November 1957 under section 46(1)(a). The trade mark registration was filed on 3 November 1952. It was published in the Trade Marks Journal on 23 June 1954. The trade mark application did not complete the registration procedure until 12 August 1954, when it was registered. The official file records these facts. It appears that the applicant for revocation has based its requested effective date of revocation upon the day following the expiry of the five year period after the trade mark was filed.

4. The applicant has requested, under section 46(1)(a), an effective date of revocation which is less than five years after the date on which the trade mark completed its registration procedure. This is contrary to the provisions of section 46(1)(a) which state (emphasis added):

(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;

Proprietors have five years commencing the day after the completion of registration in which to commence use of the trade mark. The mark is not vulnerable to

¹ In class 28.

revocation until after that period has passed. As Mr Justice Patten stated in *George Lowden v The Lowden Guitar Company Ltd.* [2004] EWHC 2531 (Ch), it is a legal impossibility for revocation to take place earlier than five years after completion of the registration procedure. The earliest possible date on which revocation could take place in relation to the trade mark registration is 13 August 1959². This was not the date pleaded and so the application, insofar as it is based upon section 46(1)(a) of the Act, fails. Even if this had been spotted earlier and an amendment to the pleadings requested (and accepted), given the findings I make in this decision, this would not have affected the outcome of the proceedings.

5. Under section 46(1)(b), the applicant claims that there was no genuine use of the mark in the five year periods as follows:

Start date	End date	Effective revocation date
4 November 2002	3 November 2007	4 November 2007
4 November 2007	3 November 2012	4 November 2012
4 May 2012	3 May 2017	4 May 2017

6. Hasbro filed a defence and counterstatement, denying the grounds and stating:

“The Registrant has used the trade mark MONOPOLY in the UK in respect of “board games”, the goods covered by the registration, for many years and within the periods referred to within the form TM26(N). The applicant for revocation is aware of this due to the evidence filed in relation to the EU trade mark opposition proceedings under number B1918641.”

7. Hasbro is professionally represented by Gill Jennings Every LLP, whilst the applicant is professionally represented by WürtenbergerKunze Rechtsanwälte. Hasbro filed evidence. Neither party chose to be heard, but both filed written submissions in lieu of a hearing.

² Tribunal Practice Notice 1/2007 refers.

Evidence

8. Hasbro's evidence comes from Nigel Hutton. His witness statement is dated 22 December 2017. Mr Hutton is Senior Vice President International Legal for Hasbro International Inc., which he states is a subsidiary of Hasbro. Mr Hutton has worked for Hasbro International Inc. since 1993. Mr Hutton states that the information and facts in his evidence come from his personal knowledge or from records to which he has full access.

9. Mr Hutton gives some details about the history of MONOPOLY:

- MONOPOLY is a board game developed by Charles Darrow in the US, in 1933.
- In 1934/35, Hasbro Inc's predecessor in title, Parker Brothers, acquired the US rights and granted rights in the UK to John Waddington Limited.
- The game was first sold in the UK in about 1935, and sales have been continuous since then.
- Tonka Corporation and its subsidiary Parker Brothers, merged into Hasbro on 1 January 1996, hence the transfer of ownership of the trade mark registration to Hasbro, Inc.

10. Exhibit NH2 includes a copy of parts of a MONOPOLY box, introduced in 2008/9:

© 1935, 2008 HASBRO. All rights reserved.
Distributed in the United Kingdom by Hasbro UK Ltd.,
Caswell Way, Newport NP19 4YH. Tel: 00800 22427276.
Distributed in Australia by Hasbro Australia Limited,
570 Blaxland Road, Eastwood, NSW 2122, Australia.
Tel. 1300 138 697.
Distributed in New Zealand by Hasbro NZ
(a branch of Hasbro Australia Limited), 221 Albany Highway, Auckland, New Zealand. Tel. 0508 828 200
Distributed in the USA by Hasbro, Pawtucket, RI 02862 USA.
We recommend that you retain our address for future reference.
Colours and contents may vary from those shown.
www.hasbro.co.uk



PLAY FASTER!
WITH SPEED DIE

MONOPOLY

◆ The Fast-Dealing Property Trading Game ◆

Family | AGE 8+ | 2-8 PLAYERS

Hasbro

OWN IT ALL

as a high-flying trader in the fast-paced world of real estate.

Tour the city for the hottest properties, sites, stations and utilities are all up for grabs. Invest in houses and hotels, then watch the rent come pouring in!

Make deals with other players and look out for bargains at auction. There are many ways to get what you want.

Stay sharp – because there's only room at the top for one. For everyone else, there's bankruptcy.

So get on the GO and trade your way to success!

And for really speedy dealers...

Use the Speed Die for the fastest and most intense MONOPOLY experience ever!

What are you waiting for? Make the trade or pass the dice, you've gotta move quickly in the property business!

MONOPOLY

How to make it in MONOPOLY...

Make a move

Make a deal

Make a fortune!

CONTENTS:
Gameboard, 8 tokens, 88 Title Deed cards, 16 Chance cards, 16 Community Chest cards, 1 pack of MONOPOLY money, 32 green houses, 12 red hotels, 2 dice, 1 Speed Die and instructions.

MONOPOLY.COM

PARKER

EA

More Ways to Play! Go to Hasbro.EA.com

EA GAMES

EA

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Not all titles available in all countries or in all platforms.

11. Mr Hutton explains that in addition to the standard version (shown above), there are also versions called Junior, Travel and Deluxe Monopoly. Hasbro markets licensed brand extensions such as the Star Wars version, the FIFA World Cup versions in 1998, 2006 and 2010, a Coronation Street version, and a Lord of the Rings version.

12. Annual UK sales figures run into millions of pounds. In 2016, the figure was £7.14 million (amounting to 784,000 units), and between January and May 2017 it was £3.31 million (343,000 units). 20 million sets of the MONOPOLY board game have been sold in the UK since 1935. These figures are supported by a representative sample of invoices³, dated between 2012 and 2017, from one of Hasbro subsidiaries, Hasbro European Trading BV to a number of companies and outlets in the UK, such as Amazon, Asda, Tesco, Argos, Smyths Toys, The Entertainer, Sainsburys and Hamleys. Copies of the relevant pages for the Argos catalogue showing the game for sale are shown for the years 2009 and 2010, together with internal mock-ups of the pages which were submitted to Argos for their annual catalogues, for the years 2012 to 2017.

13. Exhibit 6 comprises a list of MONOPOLY games marketed in the UK by Winning Moves UK Limited in 2007 and 2010, which Hasbro licences to market geographical variations of the game (such as MONOPOLY Glasgow Edition) and other variations, such as Monopoly Arsenal F.C. Edition.

14. Well over a million pounds was spent in advertising in 2015 and 2016, with over half a million pounds in the months of 2017 which preceded the making of this application for revocation. Articles from trade press are shown in Exhibits NH7 and 8. An analysis by market researchers NPD Group of the UK toy market in November 2016 reported that Monopoly Standard and Monopoly Junior were ranked at 2nd and 7th, respectively, in the top 10 best-selling games and puzzles in the UK.

³ Exhibit NH4.

Decision

15. Section 46 of the Act states:

“(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) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) that, in consequence of acts or inactivity of the proprietor, it has become the common name in the trade for a product or service for which it is registered;

(d) that in consequence of the use made of it by the proprietor or with his consent in relation to the goods or services for which it is registered, it is liable to mislead the public, particularly as to the nature, quality or geographical origin of those goods or services.

(2) For the purposes of subsection (1) use of a trade mark includes use in a form differing in elements which do not alter the distinctive character of the mark in the form in which it was registered, 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 is 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) An application for revocation may be made by any person, and may be made either to the registrar or to the court, except that——

(a) if proceedings concerning the trade mark in question are pending in the court, the application must be made to the court; and

(b) if in any other case the application is made to the registrar, he may at any stage of the proceedings refer the application to the court.

(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 existed at an earlier date, that date.”

16. In *Walton International Ltd & Anor v Verweij Fashion BV* [2018] EWHC 1608 (Ch) (28 June 2018), Arnold J. summarised the case law on genuine use of trade marks:

“114. The CJEU has considered what amounts to “genuine use” of a trade mark in a series of cases: Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, *La Mer* (cited above), 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 Bunderversammlung 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 Merken BV v Hagelkruis Beheer BV* [EU:C:2012:816], [2013] ETMR 16, Case C-609/11 P *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], [2014] ETMR, 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] and Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434], [2017] Bus LR 1795.

115. The principles established by these cases 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]; Leno at [29]; Centrotherm at [71]. Accordingly, affixing of a trade mark on goods as a label of quality is not genuine use unless it guarantees, additionally and simultaneously, to consumers that those goods come from a single undertaking under the control of which the goods are manufactured and which is responsible for their quality: Gözze at [43]-[51].

(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] and [22]. 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]; Reber at [29].

(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]; Leno at [29]-[30], [56]; Centrotherm at [72]-[76]; Reber at [29], [32]-[34].

(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] and [76]-[77]; *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].”

17. The onus is on Hasbro to show use because Section 100 of the Act states:

“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.”

18. The onus is the same whether the mark in question is little-known or a household name, as observed by Mr Daniel Alexander QC, sitting as the Appointed Person in *Gerry Weber International AG v Gucci Gucci SpA*, BL O/424/14. That MONOPOLY is a UK household name in relation to board games is borne out by the evidence, particularly that which shows that the standard version of the game was the second most popular game in the UK, just a few months prior to the end of the last relevant period under consideration.

19. In relation to the applicant’s criticisms of the catalogue evidence, whilst I agree that the mere existence of catalogues does not necessarily prove that they were distributed, the catalogues in question are Argos catalogues. It is a notorious fact that Argos regularly produces catalogues in the UK. So, in this instance, the fact that the mark appears in Argos catalogues carries weight; all the more so when considered alongside the fact that some of the invoices for the goods bearing the mark are to Argos, from Hasbro’s European subsidiary.

20. The applicant submits that:

“...documentary evidence furnishing proof of use of the mark shall consist of indications concerning the place, time, extent and nature of use of the trade mark for the goods in respect of which it is registered. Moreover, it is stipulated that the evidence shall, in principle, be confined to the submission of supporting documents and items such as packages, labels, price lists, catalogues, invoices, photographs, newspaper advertisements and statements in writing, sworn or affirmed, or having a similar effect under the law of the state in which the statement is drawn up.”

21. I do not accept the applicant’s criticism of Hasbro’s evidence as far as it concerns alleged deficiencies in the types of materials exhibited and the fact that the witness is employed by Hasbro. This seems to me to import considerations and requirements when filing evidence of use under the European Trade Mark regulations⁴ which are not applicable to the UK. Ms Anna Carboni, sitting as the Appointed Person in *G&D Restaurant Associates Limited v Pasticceria E Confetteria Sant Ambroeus S.R.L.*, BL O/371/09, stated:

“51. However, care must be taken when seeking to find parallels between cases decided under arts. 42(2) and (3) of the Regulation (arts. 43(2) and (3) of its predecessor) and national revocation cases, because Commission Regulation (EC) No.2898/95 which implements the Regulation (“**the IR**”) contains specific provisions about the nature and form of evidence that a proprietor must file when seeking to prove genuine use before OHIM which are not replicated in our domestic system: see art.1 rule 22 IR, as substituted by Commission Regulation (EC) No. 1041/2005, which provides as follows:

⁴ The current versions are Regulation (EU) 2017/1001 and Commission Delegated Regulation (EU) 2018/625.

Rule 22 – Proof of use

(2) Where the opposing party has to furnish proof of use [pursuant to Article 42(2) or (3) of the Regulation] or show that there are proper reasons for non-use, the Office shall invite him to provide the proof required within such period as it shall specify. If the opposing party does not provide such proof before the time limit expires, the Office shall reject the opposition.

(3) The indications and evidence for the furnishing of proof of use shall consist of indications concerning the place, time, extent and nature of use of the opposing trade mark for the goods and services in respect of which it is registered and on which the opposition is based, and evidence in support of these indications in accordance with paragraph 4.

(4) The evidence shall be filed in accordance with Rules 79 and 79a and shall, in principle, be confined to the submission of supporting documents and items such as packages, labels, price lists, catalogues, invoices, photographs, newspaper advertisements, and statements in writing as referred to in [Article 78(1)(f)] of the Regulation.

52. The provisions as to evidence under the Trade Marks Rules 2008 (and its predecessors) are far less prescriptive. Rule 64 provides that evidence may be given by witness statement, affidavit, statutory declaration or in any other form that would be admissible as evidence in court proceedings; and that witness statements shall be the normal form for evidence at hearings, and must be signed and dated and include a statement of truth. The Registry also issues guidance as to the content of evidence (for example in Section 7 of the Registry Work Manual) but this does not lay down precise rules about the types of documents required to establish genuine use.

53. Furthermore, OHIM's approach to witness evidence is that a witness statement made by a representative of the proprietor is of little weight unless it is corroborated by independent evidence: see, for example, *Rodcraft*

Pneumatic Tools GmbH & Co. KG v Rolson Tools Ltd (Case R 1075/2005-2 of 8 June 2006), in which the Second Board of Appeal of OHIM refused to rely on the uncorroborated statement of the President of the opponent company in the absence of invoices supporting turnover and advertising figures that he set out in the statement (which contained a statement of truth). The Board stated that the decision of the Appointed Person in an earlier parallel case on appeal from the UK Registry (*Rolson Tool Ltd's Trade Mark Application* BL O/011/06, 10 January 2006) in which similar evidence had been found to be sufficient to establish genuine use, was of no relevance to their decision, because it was based on different procedural requirements. The OHIM approach is different from the approach to witness evidence in the Registry, as I discuss further below.

...

73. As can be seen, a statement of truth is not just a throwaway line. It imposes a burden on the maker of the statement which should not be taken lightly. It is an alternative approach to the requirement of submitting corroborating evidence under the Community system, which can be justified on the basis that witnesses who tell untruths can be exposed in the Registry through the power of cross-examination at a live hearing, and may be subject to serious consequences if exposed. On this basis, in the absence of successful challenge along the lines set out in TPN 5/2007, or obviously incredible contents, the hearing officer should have assumed that Mr Isola believed the contents of his statement to be true and that, if he did not have direct knowledge of the facts to which he deposed, he would have ascertained that they were true from other sources within the company. Of course, in the case of vague statements, even if they are assumed to be true, they do not need to be taken to go beyond what is actually stated."

22. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole. I consider that Hasbro has amply shown that it has made use of MONOPOLY in relation to the goods for which it registered, significantly in the final relevant period. It has supported its defence against the

application for revocation by filing examples of the mark on the goods themselves, by filing invoices to major UK retailers, by filing copies of pages from the Argos catalogue (a major UK retailer), by filing press extracts including market research statistics, and by showing considerable sales and advertising figures. It is not open to the applicant to call into question the credibility of the witness at this stage of the proceedings.

23. I now turn to what appears to be the applicant's main argument, which it first expresses in its written submissions in lieu of a hearing:

“It also needs to be borne in mind that the sign must be used as a trade mark, in other words, to indicate the origin of the goods in question. Accordingly, the use of a sign as a company name or as a title of a book and/or game denoting the content – and not the origin – of the products cannot be considered as constituting use of the sign as a trade mark.”

24. The applicant goes on to submit that the purpose of the game is to achieve a property market monopoly. To support its submission further, the applicant submits that the actual indications of trade origin are attached to the righthand corner of the game box: the trade marks Parker and Hasbro.

25. Firstly, it makes no difference to the question of whether MONOPOLY has been put to genuine use that other trade marks are also used in relation to the goods; by the applicant's own admission, Parker and Hasbro (two separate trade marks) are both displayed on the box. Secondly, I disagree that the use shown of MONOPOLY in relation to the registered goods does not constitute trade mark use. There is no bar against titles of games as trade marks. It depends upon the facts of the case (see the General Court's ("GC") decision in *Danjaq LLC v OHIM*, Case T-435/05). The question is not whether MONOPOLY could be used as a trade mark for the registered goods, but whether it has been used as a trade mark. In any event, the applicant's formulation of the object of the game is contrived: “to achieve a monopoly in the property market”. Consumers would not view MONOPOLY as denoting a characteristic of the goods instead of indicating trade origin. Hasbro's evidence is unequivocal: MONOPOLY has been used as a trade mark in relation to the

registered goods within the relevant periods, consistent with the essential function of a trade mark; that is to say, to guarantee the identity of the origin of goods or services to consumers or end users (*Ansu*).

26. Although the use shown reflects a single type of board game, it would be pernicky to try to sub-categorise the specification (see *Property Renaissance Ltd (t/a Titanic Spa) v Stanley Dock Hotel Ltd (t/a Titanic Hotel Liverpool) & Ors* [2016] EWHC 3103 (Ch)). The specification which is registered, board games, is a fair specification.

27. Finally, I will deal with the form of the mark used because section 46(2) of the Act states “use of a trade mark includes use in a form differing in elements which do not alter the distinctive character of the mark in the form in which it was registered”.

28. In *Nirvana Trade Mark*, BL O/262/06, Mr Richard Arnold Q.C., sitting as the Appointed Person, summarised the test as follows:

"33. The first question [in a case of this kind] is what sign was presented as the trade mark on the goods and in the marketing materials during the relevant period...

34. The second question is whether that sign differs from the registered trade mark in elements which do not alter the latter's distinctive character. As can be seen from the discussion above, this second question breaks down in the sub-questions, (a) what is the distinctive character of the registered trade mark, (b) what are the differences between the mark used and the registered trade mark and (c) do the differences identified in (b) alter the distinctive character identified in (a)? An affirmative answer to the second question does not depend upon the average consumer not registering the differences at all."

29. The distinctiveness of the mark as registered lies in the plain word MONOPOLY. The mark as used is presented on a black rectangle and contains a shaded element to the white letters:



30. The background makes no difference to the distinctive character of the mark as registered; the background is there to enable the letters, which are white, to be seen. It also makes no difference that the letters are white instead of black because the registration of a plain word mark notionally covers such use. Does the shading of the letters alter the distinctive character of the mark as registered? In my view, it does not. The distinctive character of the registered mark lies in the word itself. The mark as used remains, without doubt, the word MONOPOLY. The shading to the letters does not make the word more, or less, distinctive. The shading to the letters is unremarkable, insignificant in terms of distinctive character, and would make next to no impact on the average consumer. It is the sort of variation envisaged by the CJEU in *Bernhard Rintisch v Klaus Eder* Case C-533/11:

“21 The purpose of art.10(2)(a) of Directive 89/104 , which avoids imposing a requirement for strict conformity between the form used in trade and the form in which the trade mark was registered, is to allow the proprietor of the mark, in the commercial exploitation of the sign, to make variations in the sign, which, without altering its distinctive character, enable it to be better adapted to the marketing and promotion requirements of the goods or services concerned.”

31. I find that there has been genuine use of the mark in, at least, the final relevant period for the registered goods.

Outcome

32. The application for revocation fails. The registration may remain as it is.

Costs

33. Hasbro is the successful party and is entitled to a contribution to its costs, on the scale published in Tribunal Practice Notice 2/2016. The breakdown is as follows:

Considering the application and preparing a statement	£200
Preparing evidence	£800
Filing written submissions	£500
Total	£1500

34. I order Kreativni Dogadaji d.o.o. to pay to Hasbro, Inc. the sum of **£1500**. This sum is to be paid within 14 days of the expiry of the appeal period or within 14 days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 14th day of August 2018

Judi Pike

**For the Registrar,
the Comptroller-General**