

CAMBODIA

TRADEMARKS

GENERAL NOTES

The new law concerning marks, trade names, and acts of unfair competition became effective on February 7, 2002. The new law provides protection of the following:

- ◆ TRADEMARKS
- ◆ SERVICE MARKS
- ◆ COLLECTIVE MARKS
- ◆ TRADE NAMES
- ◆ ACTS OF UNFAIR COMPETITION
- ◆ BORDER MEASURES

The International Classification of Goods and Services according to the Nice Agreement in relation to the addition of three new classes (43, 44, and 45) has been implemented.

INSTRUCTION NOTES

1. GENERAL

All documents required for filing an application should be submitted to Tilleke & Gibbins.

2. All documents must be prepared in French or English and should be in printed letters.

3. The following documents and information must be submitted along with the application for registration:

- (1) A Power of Attorney issued by the applicant and notarized by a Notary Public. Only one Power of Attorney is required for multiple applications.
- (2) Twenty-five specimens of the trademark (or a specimen of the trademark for Tilleke & Gibbins to prepare the prints at a cost of US\$12 per mark).
- (3) The application for registration of the mark shall contain a request, a reproduction of the mark, and a list of goods and services for which the registration of the mark is requested. A separate application is required for each class.
- (4) Translation and transliteration of mark other than English

4. REGISTRATION PROCEDURE

An examination of the trademark application will be conducted within approximately 2 months from the date of the application. Where the Registrar finds that the prerequisite conditions of filing an application have been met, he shall then register the mark, issue to the applicant a certificate of registration, and publish a reference of the registration in the *Official Gazette* of the Ministry of Commerce.

5. RECORDAL OF CHANGES

Recordal of change of name, address, and list of goods can also be filed.

6. PERIOD OF REGISTRATION

The period of registration shall be for a period of 10 years from the date the application for registration was filed. The registration of the mark can be renewed for a consecutive number of 10-year periods,

provided that the renewal fees have been paid. The applicant must include in the application for renewal the kinds of goods and services which the trademark represents. A grace period of 6 months shall be allowed for the late renewal of the registration of the mark.

7. AFFIDAVIT OF USE/NON-USE

If it is shown that special circumstances prevented a successful applicant from using a mark for a continuous period of 5 years and that there was no intention not to use the mark for that amount of time, that mark will not be removed from the register. The applicant must present an affidavit of use or non-use every 5 years from the date that the application for registration of the mark was filed, otherwise the mark may be removed from the register. The endorsement of affidavit of use or non-use shall be subject to the payment of the prescribed application fees.

POWER OF ATTORNEY

TRADEMARKS AND SERVICE MARKS

KNOW ALL MEN BY THESE PRESENTS that we _____
(Company Name)
of _____
(Full Address)

do hereby nominate and appoint **TILLEKE & GIBBINS INTERNATIONAL LTD. and/or MRS. DARANI VACHANAVUTTIVONG and/or MS. THIPARAT BURANAPHAN and/or MS. SONTAYA SUNKAPONGSE of No. 1011, Supalai Grand Tower, 20th-26th Floors, Rama 3 Road, Chongnonsi Sub-District, Yannawa District, Bangkok 10120, Thailand**, to be our true and lawful attorney or attorneys for us and in our name:

To apply for the registration or renewal of our trademarks and/or service marks, to accept the assignment of trademarks and/or service marks to us, or to assign any of our trademarks and/or service marks to others, to register any change of name in reference to our trademarks and/or service marks, to file notices of opposition, to withdraw applications, to apply for the cancellation of any trademarks and/or service marks similar to or conflicting with any of our trademarks and/or service marks, to enter into consent and compromise, to amend the specification of goods, and to prosecute and defend our trademarks and/or service marks before the Board of Appeals.

To defend our trademarks and/or service marks from infringement, imitation, opposition or attack whether by way of civil court or criminal proceedings or otherwise, including commencing and carrying to completion suits in the courts of Cambodia, and with the police and law enforcement authorities thereof, including defending any counterclaims or separate suits or claims, to compromise or settle any such proceedings or take such other steps as may be necessary in the premises, including the power to receive money or other property due or to become due in the premises from any court, administrative tribunal, person or persons or from any juristic entity.

For the aforesaid purposes, in our name to sign and lodge all papers and writings which they or any of them in their aforesaid capacity may deem necessary or desirable; to alter and amend documents relating to our trademarks and/or service marks; to attend and appear on our behalf at Cambodia government offices or elsewhere, or before any court or judicial officer in Cambodia; to appoint a substitute or substitutes under him or them for the performance of any or all of the aforesaid acts, and the same at pleasure to remove, including previous attorney or attorneys and generally to do all such acts, deeds and things as they or any of them may in their discretion think fit for the carrying out of these presents.

AND we hereby confirm and ratify whatsoever our said attorney or attorneys, substitute or substitutes may lawfully do by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of _____, in _____.

_____ (Grantor)