

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683343

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900643103

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heretic Brewing Company		08/26/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	One East Washington Street
Internal Address:	Suite 1400
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	6345834	CARAMEL MOO-CHIATO
Serial Number:	88415509	WHALE JUICE
Registration Number:	6131321	EZ JUICE
Registration Number:	6240107	AMNESIA JUICE
Registration Number:	5875190	AWESOME JUICE
Registration Number:	5795501	4TH OF JUICY
Registration Number:	5985024	GOO
Registration Number:	5885882	YOU CAN'T HANDLE THE JUICE
Registration Number:	5352217	MAKE AMERICA JUICY AGAIN
Registration Number:	5296516	SUCCUBUS
Registration Number:	5454742	JUICIER THAN THOU
Registration Number:	5643986	THIS BEER MAKES ME AWESOME
Registration Number:	4819230	AGONY
Registration Number:	4717603	SPINAL TAP
Registration Number:	5277344	CRUEL BEAUTY
Registration Number:	5302191	SICARIO
Registration Number:	4657357	EVIL3

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4499331	DEAD WEIGHT
Registration Number:	4313099	GRAMARYE
Registration Number:	4312827	TAFELBULLY
Registration Number:	4284084	TARTUFFE
Registration Number:	4489005	STRUGGLE
Registration Number:	4164689	SHALLOW GRAVE
Registration Number:	4309943	TORMENT
Registration Number:	4200071	WORRY
Registration Number:	4147890	EVIL COUSIN
Registration Number:	4110103	EVIL TWIN
Registration Number:	4106514	BE A HERETIC
Registration Number:	4272690	RELEASE YOUR INNER HERETIC
Registration Number:	4071703	HERETIC BREWING COMPANY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4023466000

Email: patrick.stephenson@kutakrock.com

Correspondent Name: Patrick C. Stephenson

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER: Patrick C. Stephenson

SIGNATURE: /Patrick C. Stephenson/

DATE SIGNED: 10/25/2021

Total Attachments: 17

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SHORT-FORM IP SECURITY AGREEMENT

This Short-Form IP Security Agreement (this “**Agreement**”) is executed and intended to be effective as of September 10, 2021 (the “**Effective Date**”) by Heretic Brewing Company, a California corporation (the “**Grantor**”) for the benefit of Western Alliance Bank (“**Lender**”), as the secured party.

BACKGROUND:

A. Pursuant to a Credit Agreement dated as of the Effective Date (as the same may be properly amended, restated, or supplemented from time to time, the “**Loan Agreement**”) between Lender and Craft Beverage Cooperative, LLC and CBC SubCo, Inc., as co-borrowers (collectively, the “**Borrower**”), Lender has agreed to make a loan to Borrower in the aggregate principal amount of \$6,000,000.00 U.S. (the “**Loan**”).

B. Grantor is entering into this Agreement in connection with, and as a condition precedent to, the making of the Loan to Borrower and acknowledges that Grantor derives financial and other direct and indirect benefits from Lender making the Loan to Borrower.

C. Capitalized terms used but not defined in this Agreement will have the meanings ascribed to the terms in the Loan Agreement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Security Interest Created; Obligations Secured.**

(i) As additional security for the Loan, Grantor grants to Lender, a security interest in and lien upon all of such Grantor’s Intellectual Property, whether now owned or in the future acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, all recipes, processes, formulas, know-how, trade secrets, licenses, product labels, packaging, advertising, websites and other marketing materials, and all trademarks, patents, copyrights, domain names, and social media accounts listed on the attached **Exhibit A**, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

(ii) This Agreement secures all payment and performance obligations (the “**Obligations**”) of Borrower, Grantor and any other applicable obligated or pledging party under the Loan Documents. The Obligations include all current and future payment and performance obligations and include all direct, indirect, fixed, contingent, primary, secondary, joint, several, and joint and several obligations.

2. **Grant of License.** Grantor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default, without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached **Exhibit A**, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender’s security interest in the Collateral.

3. **Incorporation by Reference; Filing Purposes Only.** All of the terms and provisions of the Loan Agreement and the Guaranty are incorporated by reference into this Agreement. This Agreement is only intended to

be filed with the United States Patent and Trademark Office and the United States Copyright Office, if applicable and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreement or the Guaranty in any respect.

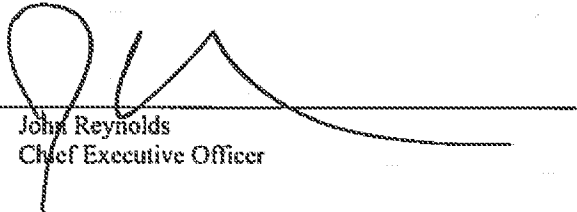
4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**SIGNATURE PAGE TO
SHORT FORM IP SECURITY AGREEMENT**

The undersigned has executed this Agreement as of the Effective Date above.


"Grantor"

Heretic Brewing Company, a California corporation

By: 
Name: John Reynolds
Title: Chief Executive Officer

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 26th day of August 2021, by John Reynolds the Chief Executive Officer of Heretic Brewing Company, a California corporation, and acknowledged that he/she executed the within and the foregoing instrument for and on behalf of the company, being authorized so to do, for the purposes described in the foregoing instrument.


TAYLOR GARCIA
Notary Public - Arizona
Maricopa County
Commission # 583219
My Commission Expires June 15, 2024

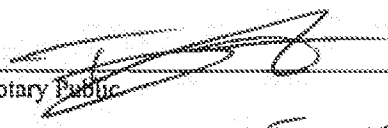

Notary Public
My Commission Expires: JUN 15th 2024

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Grantor:

TRADEMARKS

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q1 uf 1	<u>WHALE JUICE</u> SN: 88415509	Application pending publication, March 8, 2021 Office Status: Third Extension - Granted Filed: May 4, 2019	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America
US Federal Q1 uf 4	<u>SPINAL TAP</u> RN: 4717603 SN: 86153254	Registered, April 7, 2015 Int'l Class: 32 First Use: November 15, 2014 Filed: December 27, 2013 Registered: April 7, 2015	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Ste B, Fairfield, California 94533 United States of America
US Federal Q1 uf 5	<u>AGONY</u> RN: 4819230 SN: 86329535	Registered, September 22, 2015 Int'l Class: 32 First Use: April 29, 2015 Filed: July 7, 2014 Registered: September 22, 2015	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Ste B, Fairfield, California 94533 United States of America
US Federal Q1 uf 6	<u>HERETIC BREWING COMPANY</u> RN: 4071703 SN: 85150222	Registered, April 25, 2017 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 32 First Use: February 1, 2011 Filed: October 12,	Int'l Class: 32 (Int'l Class: 32) Light beverages, namely, beer	Heretic Brewing Company (California Corporation) 6617 CAPWELL WAY, ELK GROVE, CA 95757 United States of America


TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
		2010 Registered: December 13, 2011		
US Federal Q1 uf 7	<u>BE A HERETIC</u> RN: 4106514 SN: 85166744	Registered, April 27, 2017 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: September 29, 2011 Filed: November 2, 2010 Registered: February 28, 2012	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, CA 94533 United States of America
US Federal Q1 uf 8	<u>EVIL TWIN</u> RN: 4110103 SN: 85240507	Registered, June 20, 2017 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: September 29, 2011 Filed: February 11, 2011 Registered: March 6, 2012	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 9	<u>EVIL COUSIN</u> RN: 4147890 SN: 85368298	Registered, July 25, 2017 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: December 1, 2011 Filed: July 11, 2011 Registered: May 22, 2012	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 HORIZON DRIVE SUITE B, Fairfield, California 94533 United States of America
US Federal	<u>CRUEL BEAUTY</u>	Registered, August 29, 2017	Int'l Class: 32 (Int'l Class: 32)	Heretic Brewing Company (California Corporation)

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
Q1 uf 10	RN: 5277344 SN: 86956899	Int'l Class: 32 First Use: January 31, 2017 Filed: March 29, 2016 Registered: August 29, 2017	Beer	1052 Horizon Drive, Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 11	<u>SHALLOW GRAVE</u> RN: 4164689 SN: 85478718	Registered, August 30, 2017 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 32 First Use: November 7, 2011 Filed: November 22, 2011 Registered: June 26, 2012	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 12	<u>SUCCUBUS</u> RN: 5296516 SN: 87389347	Registered, September 26, 2017 Int'l Class: 32 First Use: September 30, 2014 Filed: March 28, 2017 Registered: September 26, 2017	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 13	<u>SICARIO</u> RN: 5302191 SN: 86859106	Registered, October 3, 2017 Int'l Class: 32 First Use: June 16, 2017 Filed: December 28, 2015 Registered: October 3, 2017	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, CA 94533 United States of America
US Federal Q1 uf 14	<u>MAKE AMERICA JUICY AGAIN</u>	Registered, December 5, 2017 Int'l Class: 32 First Use: May 11,	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, California 94533 United

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
	RN: 5352217 SN: 87425047	2017 Filed: April 25, 2017 Registered: December 5, 2017		States of America
US Federal Q1 uf 15	<u>RELEASE YOUR INNER HERETIC</u> RN: 4272690 SN: 85152258	Registered, February 2, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 32 First Use: October 10, 2012 Filed: October 14, 2010 Registered: January 8, 2013	Int'l Class: 32 (Int'l Class: 32) Light beverages, namely, beer	Heretic Brewing Company (California Corporation) 6617 CAPWELL WAY, ELK GROVE, California 95757 United States of America
US Federal Q1 uf 16	<u>TARTUFFE</u> RN: 4284084 SN: 85645793	Registered, February 14, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 32 First Use: June 25, 2012 Filed: June 7, 2012 Registered: January 29, 2013	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America
US Federal Q1 uf 17	<u>WORRY</u> RN: 4200071 SN: 85457665	Registered, March 6, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 32 First Use: May 21, 2012 Filed: October 27, 2011 Registered: August 28, 2012	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America
US Federal	<u>JUICIER THAN THOU</u>	Registered, April 24, 2018	Int'l Class: 32 (Int'l Class: 32)	Heretic Brewing Company (California Corporation)

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
Q1 uf 18	RN: 5454742 SN: 87356129	Int'l Class: 32 First Use: January 31, 2018 Filed: March 2, 2017 Registered: April 24, 2018	Beer	1052 Horizon Drive, Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 19	<u>GRAMARYE</u> RN: 4313099 SN: 85714832	Registered, May 5, 2018 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: July 30, 2012 Filed: August 28, 2012 Registered: April 2, 2013	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) Ste. 106, #301 9630 Bruceville Rd., ELK GROVE, California 95757 United States of America
US Federal Q1 uf 20	<u>TORMENT</u> RN: 4309943 SN: 85457677	Registered, May 5, 2018 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: October 10, 2012 Filed: October 27, 2011 Registered: March 26, 2013	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, CA 95757 United States of America
US Federal Q1 uf 21	<u>TAFELBULLY</u> RN: 4312827 SN: 85698432	Registered, June 22, 2018 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: May 10, 2011 Filed: August 8, 2012 Registered: April 2, 2013	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q1 uf 22	<u>THIS BEER MAKES ME AWESOME</u> RN: 5643986 SN: 87174476	Registered, January 1, 2019 Int'l Class: 32 First Use: July 3, 2018 Filed: September 17, 2016 Registered: January 1, 2019	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, CA 94533 United States of America
US Federal Q1 uf 23	<u>4TH OF JULY</u> RN: 5795501 SN: 87861085	Registered, July 2, 2019 Int'l Class: 32 First Use: June 30, 2018 Filed: April 3, 2018 Registered: July 2, 2019	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 24	<u>AWESOME JUICE</u> RN: 5875190 SN: 87921390	Registered, October 1, 2019 Int'l Class: 32 First Use: June 1, 2019 Filed: May 15, 2018 Registered: October 1, 2019	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 25	<u>YOU CANT HANDLE THE JUICE</u> RN: 5885882 SN: 87560401	Registered, October 15, 2019 Int'l Class: 32 First Use: July 14, 2019 Filed: August 8, 2017 Registered: October 15, 2019	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, California 94533 United States of America
US Federal Q1 uf 26	<u>GOO</u> RN: 5985024 SN: 87782131	Registered, February 11, 2020 Int'l Class: 32 First Use: January 25, 2018 Filed: February 2, 2018	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, CA 94533 United States of America

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
		Registered: February 11, 2020		
US Federal Q1 of 27	<u>EVIL3 (Stylized)</u>  RN: 4657357 SN: 86070279	Registered, February 24, 2020 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: February 1, 2014 Filed: September 20, 2013 Registered: December 16, 2014	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America
US Federal Q1 of 28	<u>EZ JUICE</u> RN: 6131321 SN: 88415508	Registered, August 18, 2020 Int'l Class: 32 First Use: March 18, 2020 Filed: May 4, 2019 Registered: August 18, 2020	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 6617 Capwell Way, ELK GROVE, California 95757 United States of America
US Federal Q1 of 29	<u>STRUGGLE</u> RN: 4489005 SN: 85589614	Registered, September 9, 2020 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: September 24, 2013 Filed: April 4, 2012 Registered: February 25, 2014	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Fairfield, CA 94533 United States of America
US Federal Q1 of 30	<u>DEAD WEIGHT</u> RN: 4499331 SN: 85827148	Registered, October 6, 2020 Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 32 First Use: September 24,	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Fairfield, California 94533 United States of America

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
		2013 Filed: January 18, 2013 Registered: March 18, 2014		
US Federal Q1 uf 31	<u>AMNESIA JUICE</u> RN: 6240107 SN: 87888258	Registered, January 5, 2021 Int'l Class: 32 First Use: May 22, 2020 Filed: April 23, 2018 Registered: January 5, 2021	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive, Suite B, Fairfield, CA 94533 United States of America
US Federal Q1 uf 32	<u>CARAMEL MOO-CHIATO</u> RN: 6345834 SN: 90157040	Registered, May 11, 2021 Int'l Class: 32 First Use: April 20, 2020 Filed: September 3, 2020 Registered: May 11, 2021	Int'l Class: 32 (Int'l Class: 32) Beer	Heretic Brewing Company (California Corporation) 1052 Horizon Drive Suite B, Fairfield, California 94533 United States of America
WIPO Q1 wo 33	<u>HERETIC BREWING COMPANY</u> RN: 1325129	International Registered Last Status Received: Registered, October 21, 2016 Registered: October 21, 2016 Expiration Date: October 21, 2026	Int'l Class: 32 (Int'l Class: 32) Light beverages, namely, beer.	HERETIC BREWING COMPANY 1052 Horizon Dr Suite B Fairfield CA 94533, United States of America

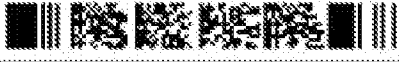
COPYRIGHTS

Heretic face logo.

Type of Work: Visual Material
Registration Number / Date: VA0001808112 / 2012-02-17
Application Title: Heretic face logo.
Title: Heretic face logo.
Description: Electronic file (eService)
Copyright Claimant: Heretic Brewing Company. Address: 9630 Bruceville Rd., Ste. 106 #301, Elk Grove, CA, 95757, United States.
Date of Creation: 2011
Date of Publication: 2011-12-01
Nation of First Publication: United States
Authorship on Application: Heretic Brewing Company, employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.
Rights and Permissions: Heretic Brewing Company, 9630 Bruceville Rd., Ste. 106, #301, Elk Grove, CA, 95757, United States
Names: Heretic Brewing Company.

SOCIAL MEDIA AND DOMAIN NAMES

Type	Website
Social Media Page	twitter.com/Hereticbrew
Social Media Page	twitter.com/Hereticbrew
Social Media Page	facebook.com/hereticbrew
Social Media Page	facebook.com/hereticcraftspirits
Social Media Page	instagram.com/hereticbrewing
Social Media Page	instagram.com/hereticdistillery
Domain Name	hereticbrewing.com



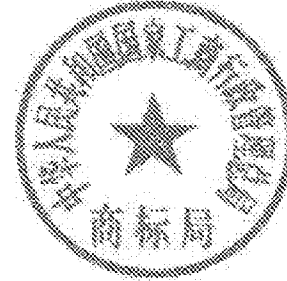
NOTIFICATION OF EX OFFICIO REFUSAL

Notified to the International Bureau of
the World Intellectual Property Organization (WIPO)
under Rule 17 (2) and 17 (5)(c) of the Common Regulations

NOTE: This notification of ex officio refusal shall be deemed to include a statement in accordance with Rule 18ter (2) (a) or (b) of the Common Regulations. Any request for review shall be filed to the Trademark Review and Adjudication Board, through a qualified Chinese agency or attorney, within 15 days from receipt of this notification.

- I. Office which pronounces the refusal:
Trademark Office
State Administration for Industry and Commerce

1, Chama Nanjie, Xichengqu, Tel: 8610-63219000
Beijing, 100055
People's Republic of China
- II. Date of the refusal pronounced: 2018/01/08
- III. Our reference number: GJZCG1325129BHYW01
- IV. International registration number: 1325129
- V. Date of notification to China: 2016/12/22
- VI. Basic national registration number: 4071703
Basic national application number: 85150222
- VII. The mark is refused for all the goods and/or services.
- VIII. Reason(s) of refusal:
"HERETIC" comprised in the sign has religious unhealthy influence.
- IX. Applicable legal provisions of the refusal:
Article(s): (See the excerpts of the laws and regulations)
Trademark Law Article 10(6)(8)



**Relevant Provisions of the Law
and the Regulations**
(Excerpts)

Trademark Law of China

Article 10 The following signs shall not be used as trademarks:

- (1) those identical with or similar to the State name, national flag, national emblem, national anthem, military flag, military emblem, military anthem, or decorations etc, of the People's Republic of China, and those identical with the names or symbols of the Central State government organizations, or with the names of the particular venues, where the Central State government organizations are located, or with the names or graphs of the symbolic buildings of the Central State government organizations;
- (2) those identical with or similar to the State names, national flags, national emblems or military flags etc, of foreign countries, unless consent has been given by the government of the relevant country;
- (3) those identical with or similar to the names, flags or emblems etc, of international intergovernmental organizations, unless consent has been given by the relevant organization or the public is not likely to be misled by such use;
- (4) those identical with or similar to official signs or hallmarks indicating control and warranty, unless authorization has been given;
- (5) those identical with or similar to names or symbols of the Red Cross or the Red Crescent;
- (6) those having the nature of discrimination against any nationality;
- (7) those having the fraudulence, which will easily mislead the public as to the features such as qualities of the goods, or the places of the origins;
- (8) those detrimental to socialist morality or customs, or having other unhealthy influences.

The geographical names of the administrative divisions at or above the county level or the foreign geographical names well-known to the public shall not be used as trademarks, but such geographical names as have otherwise meanings or as an element of a collective mark or a certification mark shall be

exclusive. Where a trademark using any of the above-mentioned geographical name has been approved and registered, it shall continue to be valid.

Article 11 The following signs shall not be registered as trademarks:

- (1) those which consist exclusively of the generic names, designs, or models of the goods in respects of which the trademark is used;
- (2) those which consist exclusively of direct indications of the quality, primary raw material, functions, intended purpose, weight, quantity or other characteristics of goods;
- (3) other signs which are devoid of any distinctive character.

Where trademarks under the preceding paragraph have acquired distinctiveness through use and become easily distinguishable, they may be registered as trademarks.

Article 12 Where a three-dimensional sign is applied for registration of a trademark, it shall not be registered if it consists exclusively of the shape which results from the nature of the goods themselves, the shape of goods which is necessary to obtain a technical result, or the shape which gives substantial value to the goods.

Article 16 Where a trademark contains or consists of a geographical indication with respect to goods not originating in the place indicated, misleading the public as to the true place of origin, the application for registration shall be refused and the use of the mark shall be prohibited. But for those marks that have obtained registration in good faith shall continue to be valid.

Geographical indications mentioned in the preceding paragraph are indications that identify a particular good as originating in a region, where a given quality, reputation or other characteristics of the goods is essentially attributable to its natural or human factors.

Article 22 An applicant for the registration of a trademark shall, in accordance with the prescribed classification of goods, in the application, indicate the class(es) and the indications of goods in respect of which the trademark is to be used.

An applicant can apply for the registration

of the same trademark on the different classes of goods through one application.

Applications for trademark registration and other related documents shall be submitted in writing or electronic format.

Article 23 Where a registered trademark needs to acquire the exclusive right to be used in respect of goods beyond the approved range of use, a new application for registration shall be filed.

Article 30 Where a trademark the registration of which has been applied for is not in conformity with the relevant provisions of this Law, or it is identical with or similar to the trademark of another party that has, in respect of the same or similar goods, been registered or, after examination, preliminarily approved, the Trademark Office shall refuse the application and shall not publish the said trademark.

Article 31 Where two or more applicants apply for the registration of identical or similar trademarks for the same or similar goods, the preliminary approval, after examination, and the publication shall be made for the trademark that was first filed. Where applications are filed on the same day, the preliminary approval, after examination, and the publication shall be made for the trademark that was used earliest, and the applications of the others shall be refused and their trademarks shall not be published.

Article 33 The prior right owner or any interested party who believes that the trademark stands in violation of the provisions of second and third paragraphs of Article 13, Article 15, first paragraph of Article 16, Article 30, 31 and 32 of this law, or any party who believes that the trademark stands in violation of the provisions of Article 10, 11 and 12 of this law may, within three months from the date of the publication, file an opposition against the trademark that has, after examination, been preliminarily approved. If no opposition has been filed at the expiration of the specified period, the registration shall be approved, a certificate of trademark registration shall be issued and the trademark shall be published.

Article 35 Where it is decided that the registration shall be approved by the Trademark

Office, a certificate of trademark registration shall be issued and the trademark shall be published. Where the Opponent is dissatisfied with the decision, he or it may, pursuant to Article 44 and 45 of this law, apply for a declaration that the trademark is invalid to the Trademark Review and Adjudication Board.

Where it is decided that the registration shall not be approved by the Trademark Office and the Opposed party is dissatisfied with the decision, he or it may, within fifteen days from receipt of the notification, apply for a review to the Trademark Review and Adjudication Board. The Trademark Review and Adjudication Board shall make a decision within twelve months from receipt of the application and notify both the Opponent and the Opposed party in writing. The administrative authority for industry and commerce under the State Council may grant a six-month extension under certain circumstances. Where the Opposed party is dissatisfied with the decision of the Trademark Review and Adjudication Board, he or it may, within thirty days from receipt of the notification, institute legal proceedings with the people's court. The people's court shall notify the Opponent as a third party to the litigation.

Article 42 Where a registered trademark is assigned, the assignor and assignee shall sign an agreement for the assignment and jointly file an application with the Trademark Office. The assignee shall guarantee the quality of the goods in respect of which the registered trademark is used.

When a registered trademark is to be assigned, the trademark registrant shall assign in a lump all of its similar trademarks in respect of the identical goods, or, identical or similar trademarks in respect of the similar goods.

With respect to applications for the assignment of registered trademarks, which may produce confusion or other adverse effects, the Trademark Office shall refuse them, and shall notify the applicants in writing and give the reasons therefor.

The assignment of a registered trademark shall be published after it has been approved. The assignee shall enjoy the exclusive right to use the trademark from the date of publication.

Article 50 Where a registered trademark has been cancelled, invalidated or has not been renewed at the expiration, the Trademark Office shall, during one year from the date of the cancellation, invalidation or expiration, approve no application for the registration of a trademark that is identical with or similar to the said trademark.

Regulations for the Implementation of Trademark Law

Rule 13 Anyone who applies for registration of a trademark shall file an application based on the published Classification of Goods and Services. For each application for registration of a trademark, the applicant shall submit to the Trademark Office one copy of the Application for Trademark Registration and one copy of reproduction of the trademark; if applying for the registration of the combination of colors or a sign with the designated color or colors as a trademark, one copy of colored reproduction of the trademark and one copy of the black and white design shall be submitted; if applying for the registration of trademark without designated color or colors, the black and white design shall be submitted.

The reproductions of a trademark must be clear, easy to be pasted up, printed on smooth and clear durable paper or use photographs as a substitute, and the length and breadth of which shall be not more than ten centimeters and not less than five centimeters each.

If applying for the registration of a three-dimensional sign as a trademark, the applicant shall make a statement in the application, explain how to use the trademark, and submit a reproduction including perspectives of at least three different sides of the mark thereof by which the three-dimensional shape can be determined.

If applying for the registration of the combination of colors as a trademark, the applicant shall make a statement in the application, and explain how to use the trademark.

If applying for the registration of a sound as a trademark, the applicant shall make a

statement in the application, submit the audio reproduction as requested, describe the sound and explain how to use the trademark. The description shall describe the said sound by musical notation or numbered musical notation with explanatory words; if the said sound could not be described by musical notation or numbered musical notation, it shall be describe in words. The trademark description shall be in conformity with the sound sample.

If applying for the registration of a collective mark or a certification mark, the applicant shall make a statement in the application, and submit the documents certifying the qualifications of the subjects and the rules on the administration of the use of the mark.

Where a trademark is, or consists of, foreign words, their Chinese meanings shall be indicated.

Rule 15 The class(es) and indications of goods or services shall be listed in the application as specified in the Classification of Goods and Services; where any goods or services are not included in the Classification of Goods and Services, a description of the goods or services in question shall be attached to the application.

Applications for trademark registration and other related documents submitted in writing shall be typewritten or printed.

The preceding paragraph applies to other trademark affairs.

Rule 19 Where two or more applicants apply respectively on the same day for the registration of identical or similar trademarks in respect of the same or similar goods, both or all of the applicants shall, within 30 days from the date of receipt of the notification of the Trademark Office, submit the evidence of prior use of such trademarks before applying for registration. Where the use started on the same day or none is yet in use, both or all of the applicants may, within 30 days from the date of receipt of the notification of the Trademark Office, conduct consultations on their own and submit a written agreement to the Trademark Office; if they are not willing to conduct consultations or they fail to reach an agreement through consultations, the Trademark Office shall notify both or all of the applicants to determine one of them by drawing

lots and refuse the applications for registration filed by others. Where an applicant has been notified by the Trademark Office but fails to participate in the drawing of lots, the application filed by such an applicant shall be considered abandoned, and the Trademark Office shall notify the applicant in writing who does not participate in the drawing of lots.

Rule 43 Anyone who applies for the territorial extension to China, and requests for the protection of a three-dimensional sign, combination of colors or sound as a trademark, or the protection of collective trademark or certification trademark, within three months from the date of recording the trademark in the International Register, shall submit the materials required by Rule 13 through the trademark agency established in accordance with laws in China. If the applicant fails to submit the relevant materials within the time limit, such application shall be refused.

Rule 45 The opponent who is in conformity with Article 33 of The Trademark Law may file an opposition to the Trademark Office against a request for territorial extension to China within 3 months from the first day of the next month following the publication of the International Registration Gazette by the World Intellectual Property Organization.

The Trademark Office shall notify the International Bureau the opposition in the form of provisional refusal before the expiry of the applicable refusal period.

The Opposed party may make a response within 30 days from receipt of the provisional refusal transmitted by the International Bureau. The response and other related evidence shall be submitted through the trademark agency established in accordance with laws in China.

Rule 47 For the assignment of territorial extensions designating China, the assignee shall have a real and effective industrial or commercial establishment in, or be domiciled in a contracting party, or be a national of a contracting state or a state member of a contracting organization.

Where an assignor fails to assign in a lump all his or its identical or similar marks in respects of the same or similar goods or services,

the Trademark Office shall notify the holder of international registration to rectify the situation within 3 months from the date of the notification; if the situation is not rectified at the expiration of the time limit, or if the assignment of a trademark is likely to produce confusion or bears other adverse effects, the Trademark Office shall decide that the said assignment has no effect in China, and declare it to the International Bureau.

Rule 48 For the limitation of list of goods and services of territorial extensions designating China, if the limitation does not comply with the requirements on the classification of goods or services enforced in China, or enlarges the original list of goods and services, the Trademark Office shall decide that the limitation has no effect in China, and declare it to the International Bureau.

Administrative Reconsideration Law

Article 9 Any citizen, legal person or any other organization, who considers that a specific administrative act has infringed upon his or its lawful rights and interests, may file an application for administrative reconsideration within 60 days from the day when he or it knows the specific administrative act, except that the time limit prescribed in laws exceeds 60 days.

If the time limit prescribed by law is delayed due to force majeure or other special reasons, the time limit shall be accounted continuously from the day when the obstacle is removed.

Administrative Procedure Law

Article 46 If a citizen, a legal person or any other organization brings a suit directly before a people's court, he or it shall do so within six months from the day when he or it knows that a specific administrative act has been undertaken, except as otherwise provided for by law.