

**IN THE HEARINGS AND MEDIATION DEPARTMENT OF THE
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE**

[2023] SGIPOS 7

Trade Mark No. 40201916470P

**IN THE MATTER OF A REGISTERED TRADE MARK
IN THE NAME OF**

YONGFENG TRADE CO., LIMITED

... Proprietor

AND

**AN APPLICATION FOR A DECLARATION OF INVALIDITY
BY**

HMV BRAND PTE. LTD.

... Applicant

GROUNDS OF DECISION

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HMV Brand Pte. Ltd.
v
Yongfeng Trade Co., Limited

[2023] SGIPOS 7

Trade Mark No. 40201916470P
Principal Assistant Registrar Ong Sheng Li, Gabriel
21 February 2023¹

18 April 2023

Principal Assistant Registrar Ong Sheng Li, Gabriel:

Introduction

1 On 30 September 2015, the English newspaper of record in Singapore, The Straits Times, published a piece written by Ernest Luis & Jessica Lim titled *HMV Singapore closes last outlet: Timeline of HMV's history*. That article coincided with the closure of the final HMV Singapore store in Marina Square. In it, the authors reminisced that:

HMV though, will be best remembered for its Heeren store site, which was a defining landmark in Orchard Road during the late 1990s.

Like the huge music stores of old, “hanging out” at HMV became a rite of passage for hordes of impressionable youth. It was a place to see and be seen, and for those who could afford the luxury of time, listening to discs to sample them one by one was a habit among young and old alike...

2 Some have attributed HMV's decline to the launch of Apple's iPod and the digital revolution. Whatever the reasons might have been, it is undeniable that technology has transformed the way that the public consumes music and entertainment. For many in Singapore, smartphones and other ultra-portable

¹ There was no oral hearing. The dispute was decided on the papers. See [20] below.

devices serve as the primary means of accessing and playing videos, music, and games. With the rise of digital distribution platforms and streaming services, retailers that once thrived on selling media to consumers in physical formats have had to adapt or go out of business.

3 Today, HMV operates solely within the United Kingdom and some doubt that it will ever return to Singapore’s shores. It is not my place to comment on HMV’s plans for this jurisdiction. Instead, what I am required to consider in these proceedings is the fact that despite its departure, HMV continues to enjoy certain rights in this country. As it will be seen, trade marks once connected to the HMV Singapore business still subsist on our national register. These registered marks have changed hands several times over the years. Presently, they are in the hands of HMV Brand Pte. Ltd. (the “Applicant”), an intellectual property holding company which controls the HMV Singapore trade mark portfolio.

4 On 1 September 2021, the Applicant commenced proceedings seeking a declaration of invalidity in respect of Trade Mark No. 40201916470P (“Subject Mark”) registered in Classes 09 and 25. (The goods covered by the Subject Mark are listed in full at [10] below.) The owner of the Subject Mark is Yongfeng Trade Co., Limited (the “Proprietor”). The impugned Subject Mark consists of the following image.



Background

“His Master’s Voice”

5 Those who recall HMV Singapore and/or have visited HMV stores abroad may find the Subject Mark uncannily familiar; after all, the “dog and gramophone” image has been an integral part of the brand since the 1920s.

6 For the uninitiated, HMV is an acronym for “His Master’s Voice”. That phrase was originally the name of a painting by Francis Barraud in 1898 of Nipper, a Jack Russell Terrier dog, listening to a cylinder phonograph (one of the earliest record players). According to various sources, Barraud had inherited custody of Nipper from his deceased brother. After Nipper died, Barraud painted an image depicting Nipper listening to a recording of the voice of his former master. Barraud later sold “His Master’s Voice” (or more accurately, a modified version of the painting in which Barraud replaced the cylinder phonograph with a gramophone) to an English business which later became known as The Gramophone Co. Ltd. A copy of “His Master’s Voice” was exhibited in the pleadings and evidence. I reproduce it below.



7 The Gramophone Co. Ltd. was one of the earliest recording companies. It later merged with another company to form Electric and Musical Industries Limited (subsequently renamed EMI Records Limited). In the early 1900s, The Gramophone Co. Ltd. together with its American affiliate, the Victor Talking Machine Company (later RCA Victor), sold music record labels on both sides of the Atlantic featuring “His Master’s Voice” or variants of the so-called “dog and gramophone” image as a trade mark. Some time later, the term “His Master’s Voice” or “HMV”, together with the iconic “dog and gramophone” image of Nipper, became The Gramophone Co. Ltd.’s commercial label for music and entertainment.

8 In 1921, the first HMV-branded store was opened on London’s Oxford Street. The rest, as they say, is history. In brief, up until and throughout the 1990s, HMV enjoyed substantial success in the UK as well as internationally. At one point it was owned by HMV Group plc, a company listed on the London Stock Exchange. However, HMV Group plc was later delisted, and the brand is now a shadow of its former self. Presently, HMV is owned and operated by Sunrise Records in the UK. As far as Singapore is concerned, HMV’s heyday was in the late 1990s and early 2000s, in the years shortly after it opened its Heeren flagship store in 1997. Subsequently, HMV Singapore downsized its operations. Ever since its last store in Marina Square closed on 30 September 2015, HMV has not had any physical presence in Singapore.

The Proprietor and the Subject Mark

9 There is scant information about the Proprietor apart from the fact that it is a Hong Kong company. Its pleadings and evidence contain no mention of its background or business activities.

10 On 29 July 2019, slightly less than four years after HMV Singapore closed its last retail store, the Proprietor applied to register the Subject Mark in respect of the following goods in Classes 09 and 25.

Class 09

Camcorders; DVD players; television apparatus; video recorders; loudspeakers; sound amplifiers; audio and video receivers; CD players; earphones; headphones; microphones; phonograph records; radios; record players; sound recording apparatus; sound recording carriers; sound reproduction apparatus; sound transmitting apparatus; compact discs [audio-video]; computer software, recorded; optical data media; blank optical discs; cases for smartphones; covers for smartphones; covers for tablet computers; computer programs, downloadable; downloadable application software for mobile phones, smartphones, tablet computers; downloadable music files; downloadable image files; laptop computers; smartphones; tablet computers; cameras; optical lenses.

Class 25

Clothing; T-shirts; layettes [clothing]; swimsuits; raincoats; masquerade costumes; footwear; hats; hosiery; gloves [clothing]; neckties; girdles; mufflers [neck scarves]; slippers; underwear; cuffs.

11 The trade mark examiner who examined the Subject Mark initially refused to allow it to proceed to registration. In an examination report dated 30 September 2019, the examiner cited the following three earlier registered trade marks, which were at the time owned by Mermaid (Brands) Limited, as being in conflict with the Subject Mark. (For convenience, I refer to them collectively as the “Cited Marks”.)



(a) T3903036C: “ ” in Class 09,²



(b) T0009702E: “ ” in Class 09,³ and

² In respect of “Apparatus, instruments and devices for the recording, reproducing, transmission or reception of sound, television apparatus and parts thereof, thermionic valves, cinematograph apparatus and parts thereof, cinematograph films prepared for exhibition purposes, electric smoothing irons, all being goods included in Class 9.”

³ In respect of “Apparatus and instruments for recording, reproducing and/or transmitting sound and/or visual information or recordings; sound and/or visual recordings; enhanced sound and/or visual recordings; interactive sound and/or visual recordings; sound and/or visual recording media; video games; interactive computer software; publications (downloadable) provided on-line from databases, from the global communication network or any other communications network; digital versatile discs; compact discs (read-only memory); computer hardware and computer software used to create an artificial environment, earphones and goggles for use therewith; digital music (downloadable); MP3 players; digital music (downloadable) provided from MP3 global communication network web sites.”



(c) T0811129I: “” in Classes 09⁴ and 25.⁵

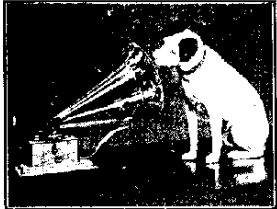


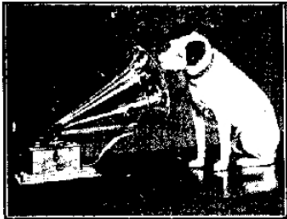
12 After receiving the examination report, the Proprietor applied to revoke the Cited Marks on grounds of non-use. It is a matter of public record that all three non-use revocation actions against the Cited Marks succeeded because the owner at the time, Mermaid (Brands) Limited, did not respond to the proceedings. (The Applicant’s evidence is that Mermaid (Brands) Limited was unable to defend the Cited Marks due to financial difficulties.) With no other obstacles in its way, the Subject Mark was allowed to proceed to registration.


The Applicant and its “dog and gramophone” marks

13 The Applicant relied on the following “dog and gramophone” registered marks which pre-date the Subject Mark. For convenience, I refer to them as the “Applicant’s Earlier Marks”. The specification of goods and services for each of them can be found in a table annexed to the end of this decision.

⁴ The Class 09 registration was for a wide variety of goods including “Apparatus for recording, compressing, transmission or reproduction of sound or images”, “mobile telephones”, “compact disc players”, and other consumer electronics products.

⁵ The Class 25 registration was for “clothing and headgear”.

<u>S/No.</u>	<u>Registered Trade Mark</u>	<u>TM No.</u>	<u>Reg. Date</u>	<u>Class</u>
1.	 <p>HIS MASTER'S VOICE</p>	T3903037A	19/7/1939	11
2.		T9603043A	27/3/1996	16
3.		T9611610G	24/10/1996	9
4.	 <p>HIS MASTER'S VOICE</p>	T0009703C T0009704A T0009705Z	6/6/2000 6/6/2000 6/6/2000	35 41 42

5.		T0811129I*	15/8/2008	16, 28, 35, 36, 38, 41, 42, 43, 45
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(*Note: T0811129I was revoked in Classes 09 and 25: see [12] above. However, it remains valid and subsisting for the other listed classes.)

14 It is publicly recorded on the register that all the marks listed above apart from T0811129I were first registered by EMI Records Limited (which succeeded EMI and The Gramophone Co. Ltd. in the UK) on the indicated dates. In 2004, the registrations were transferred to HMV (IP) Limited (a UK company), which in 2008 added T0811129I to the portfolio. In 2013, the Applicant’s Earlier Marks were transferred to Palm Green Capital Limited (a BVI company). Subsequently, in 2015, the Applicant’s Earlier Marks were transferred to HMV (Brands) Limited (a UK company which later changed its name to Mermaid (Brands) Limited).

15 The Applicant was incorporated in Singapore on 1 July 2020. On 13 August 2020, the Applicant’s Earlier Marks were transferred from Mermaid (Brands) Limited to the Applicant. And on 1 September 2021, the Applicant filed this action seeking to have the Subject Mark declared invalid.

The application for invalidity

Parties’ cases

16 The Applicant’s pleaded case is premised on two areas of attack. The first is founded on bad faith under s 7(6) read with s 23(1) of the Trade Marks

Act (“TMA”). This part of the Applicant’s pleaded case is based on the argument that it is the rightful legal owner of the rights in Singapore connected to the “dog and gramophone” image. By registering the Subject Mark, the Proprietor had—in the Applicant’s view—acted in bad faith by wrongfully seizing the “dog and gramophone” image as its own trade mark.

17 The second concerns a group of four grounds of invalidity, as follows: (a) s 8(2)(b) read with s 23(3)(a)(i) TMA; (b) s 8(4)(b)(i) read with s 23(3)(a) TMA; (c) s 8(4)(b)(ii)(A) and (B) read with s 23(3)(a) TMA; and (d) s 8(7)(a) read with s 23(3)(a) TMA. Common to all four grounds is the contention that the Subject Mark is identical with (or at least highly similar to) the Applicant’s Earlier Marks. It bears observing that the Applicant’s case on these four pleaded grounds would have been much stronger if the Cited Marks had not been revoked. After all, prior to their revocation, they were considered by the trade mark examiner to have conflicted with the Subject Mark.

18 At the heart of the Proprietor’s defence was a simple point: HMV Singapore had been out of business for years and the Cited Marks had been removed through due process following the filing of non-use revocation actions. For these and other related reasons, the Proprietor took the position that it had not acted in bad faith in registering the Subject Mark. Naturally, it also denied that there were any other grounds to invalidate the Subject Mark.

Statutory declarations

19 Each side gave evidence via the usual way: through statutory declarations. Zhang Jianguang, a director of the Applicant, gave evidence as well as evidence-in-reply on its behalf. Tan Huibin, the Proprietor’s president, gave evidence on its behalf.

No oral hearing

20 After the close of evidence, the Proprietor’s agent, Orion IP LLP, wrote to inform the Registrar that the Proprietor “has, after much deliberation, decided not to attend the hearing or submit a Written Submission and Bundle of Authorities”. Given the circumstances, I directed the Applicant to consider the option of having the case decided on the papers (that is, without an oral hearing). The Applicant replied to confirm that it was amenable to proceed by way of a ‘paper hearing’ and thereafter filed its written submissions and bundle of authorities. (Although there was no physical hearing, 21 February 2023 was designated as the hearing date for administrative purposes.)

First ground: bad faith

21 I begin with the bad faith ground of invalidation. Section 23(1) TMA states that “The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 7”. Section 7(6) TMA provides that a trade mark “shall not be registered if or to the extent that the application was made in bad faith”.

The law

22 There is no statutory definition of bad faith in the TMA. In *Triple D Trading Pte Ltd v Fanco Fan Marketing Pte Ltd* [2022] SGHC 226 (“*Triple D*”), the General Division of the High Court summarised the relevant guiding principles to be applied in assessing bad faith (at [24]-[25], citing *Tomy Inc v Dentsply Siron Inc* [2020] 5 SLR 242 at [32]). Below, I reproduce (with minor modifications) the parts of *Triple D* that are relevant to this dispute:

- (a) Bad faith “is to be determined as at the date of application and matters which occurred after the date of application which may assist in

determining the applicant’s state of mind as at the date of application can be taken into consideration”: *Festina Lotus SA v Romanson Co Ltd* [2010] 4 SLR 552 (“*Festina Lotus*”) at [100].

(b) Bad faith “includes dishonesty and... includes also some dealings which fall short of the standards of acceptable commercial behaviour observed by reasonable and experienced men in the particular area being examined”: *Gromax Plastics Ltd v Don & Low Nonwovens Ltd* [1999] RPC 367 at 379, affirmed in *Valentino Globe BV v Pacific Rim Industries Inc* [2010] 2 SLR 1203 (“*Valentino*”) at [25]. The test is a “combined” one and “contains both a subjective element (*viz*, what the particular applicant knows) and an objective element (*viz*, what ordinary persons adopting proper standards would think)”: *Wing Joo Loong Ginseng Hong (Singapore) Co Pte Ltd v Qinghai Xinyuan Foreign Trade Co Ltd* [2009] 2 SLR(R) 814 (“*Wing Joo Loong*”) at [105]; affirmed in *Valentino* at [29].

(c) Bad faith requires a holistic assessment. As summarised in Bently & Sherman, *Intellectual Property Law* (Oxford University Press, 5th Ed, 2018) at p 1019, and affirmed in *Philip Morris Products S A v PT Perusahaan Dagang Dan Industri Tresno* [2010] SGIPOS 8 at [219], the court ought to take the following into account:

(i) whether the applicant *knows or must know* that a third party is using an identical or similar sign for an identical or similar product capable of being confused with the sign for which registration is sought; (ii) the applicant’s *intention* to prevent that third party from continuing to use such a sign; and (iii) the degree of legal protection enjoyed by the third party’s sign and by the sign for which registration is sought.

[emphasis in original]

(d) Bad faith has “moral overtones which appear to make it possible for an application for registration to be rendered invalid... by behaviour which otherwise involves no breach of any duty, obligation, prohibition or requirement that is legally binding upon the applicant”: *Demon Ale Trade Mark* [2000] RPC 345 at 356; affirmed in *Valentino* at [26].

(e) The “legal burden of proof needed to substantiate an action for revocation and/or invalidation of the registration of a trade mark lies throughout on the plaintiff”: *Wing Joo Loong* at [33]. Where allegations of bad faith are concerned, the “standard of proof is on the balance of probabilities, but cogent evidence is required due to the seriousness of the allegation”: *Hotel Cipriani Srl and others v Cipriani (Grosvenor Street) Ltd and others* [2008] EWHC 3032 (Ch) at 177; and see also *Valentino* at [30]. Nevertheless, a conclusion of bad faith is “largely, if not invariably, based on circumstantial evidence”: see *Festina Lotus* at [115]; see also *Brutt Trade Marks* [2007] RPC 19 at [29]–[30] and Ng-Loy Wee Loon, *Law of Intellectual Property of Singapore* (Sweet & Maxwell, 2nd Ed, 2014) at para 21.4.1.⁶

(f) The bad faith inquiry is a fact-sensitive one that demands careful examination of all the relevant circumstances. In this regard, the nature of parties’ pre-existing relationship is a factor relevant to the determination of bad faith: see *Nautical Concept Pte Ltd v Jeffery Mark Richard* [2007] 1 SLR(R) 1071 at [24]–[27]. Examples include “an applicant attempting to register the trade mark of a competitor, an ex-employer, a supplier, a licensor or any party with whom the applicant has or had a contractual or pre-contractual relationship”: see *Tan Tee*

⁶ The most recent edition of Ng-Loy Wee Loon’s textbook (3rd Ed), published in 2021, takes the same position at [21.4.1] and corresponding footnote 114.

Jim, *Law of Trade Marks and Passing Off in Singapore* (Sweet & Maxwell, 3rd Ed, 2014) at para 7.178.⁷

23 To sub-paragraph (f) above, I would only add that bad faith can still be established even where there is no pre-existing relationship between the parties. However, in such a situation, the claimant needs to show some sort of nexus between the parties. One obvious example of such a nexus is where there has been copying of the claimant's trade mark. On this point, the High Court observed in *Festina Lotus* (at [115]), as follows:

...despite the broad nature of the notion of bad faith, one must show *some sort of nexus* between the parties in dispute. Otherwise, the notion of bad faith would have to be decided in vacuum. A clear-cut example of such a nexus would be outright copying of the proprietor's mark such that the competing marks are practically identical...

[emphasis in original]

Evaluation

24 In my assessment, the Subject Mark was clearly registered in bad faith.

25 First, the Subject Mark is practically identical to some of the Applicant's Earlier Marks as well as the "His Master's Voice" painting (from which the Applicant's Earlier Marks were derived). There are some very minor differences, but any reasonable observer would struggle to identify them without scrutiny. Instead of describing the features of the respective images and explaining why I consider them to be identical, I will allow the pictures to speak for themselves.

⁷ The most recent edition of Tan Tee Jim, SC's textbook (4th Ed), published in 2021, takes the same position at [7.178].

Subject Mark

“His Master’s Voice”

T9603043A



26 The Proprietor did not attempt to provide any explanation for the almost-perfect resemblance. Nor did it claim to have developed the Subject Mark independently. Now, there is ample evidence that the “dog and gramophone” image was—for decades—an icon of the music industry; an image widely recognised internationally as denoting HMV’s goods and services. Given the context, the only logical conclusion is that this is the quintessential clear-cut case of outright copying envisaged in *Festina Lotus*. I therefore find that the nexus between the parties is established.

27 Second, the Proprietor has never used or carried on business in connection with the Subject Mark in Singapore. The Proprietor did not deny this. Instead, it stated in its evidence that it had been advised that the Subject Mark is “vulnerable to non-use revocation action only after 13 August 2025 if there is continuous non-use of the mark in Singapore over a period of 5 years” and that “it is not obligated to demonstrate what use it makes of [the Subject Mark] unless it is faced with a non-use revocation action after [that date]”. While it is of course the Proprietor’s prerogative to decide how to conduct its affairs, this is not a case where the alleged bad faith actor has an existing ongoing business or other legitimate commercial interest in connection with the impugned mark (or a similar mark).

28 Third, I acknowledge the Proprietor’s explanation in evidence that it had sought registration of the Subject Mark believing that “nobody had interest or entitlement to the image at that time” and that it believed that there had been continuous non-use of the Cited Marks in Singapore seeing as HMV Singapore had not been operating for some years by the time the application to register the Subject Mark was filed (on 29 July 2019). I also note the related point in the Proprietor’s pleadings (at [11] of its Counter-Statement) that:

Our laws strike a balance between the rights of various stakeholders by limiting the duration of exclusivity, and in connection with trade mark registrations in particular, which can be potentially renewed in perpetuity, by providing for revocation for continuous non-use of a mark because, considering the function of a trade mark, it is improper to allow a mark that has not been put to genuine use (5 years having been stipulated as the reasonable period) to remain on the register and thereby enable the proprietor to monopolise a mark to the exclusion of other legitimate users...

29 However, I do not find the arguments underlying the Proprietor’s statements to be persuasive. If the impugned mark had been an English word in common use, I would be more inclined to agree that if it is not used within the relevant period, it should not be monopolised to the exclusion of other traders in the music and entertainment industry who might legitimately want to use that word. But I can think of no legitimate reason why the Proprietor should be entitled to register the exact “dog and gramophone” image used by HMV for years within Singapore and decades abroad. The marks connected to HMV have been owned, licensed, and used by the many entities and businesses across the world that can trace some sort of relationship to The Gramophone Co. Ltd or its affiliates. But the Proprietor is not one of them. Even so, it registered the Subject Mark in Classes 09 and 25 for goods that overlapped with the Applicant or its predecessors’ goods and services of interest.

30 Fourth, even if the Proprietor subjectively believed that HMV’s departure meant that it could do what it did, I think that reasonable and experienced traders in this field would disagree and consider the Proprietor’s actions as objectively falling far below the standards of acceptable commercial behaviour observed by the industry. The mere fact that the Proprietor succeeded in revoking the Cited Marks due to a non-response from Mermaid (Brands) Limited in no way alters my conclusion. All it shows is that the Proprietor had taken the opportunity to strike whilst the companies linked to HMV were embroiled in financial difficulties; nothing more, nothing less.

31 To be clear, I am by no means saying that for all eternity no trader can ever register in Singapore a trade mark comprising an image of a dog staring at a gramophone. Assuming HMV Singapore does not return, there may well come a time where that may arguably be acceptable. But not yet. The Cited Marks may have been lost to revocation actions, but the Applicant still holds what remains of the HMV Singapore trade mark portfolio. More importantly, I find that there remains goodwill—that is to say, the attractive force that brings in custom, built up through years of doing business in this country—amongst the public here in connection with the “dog and gramophone” image as well as the Applicant’s Earlier Marks. The excerpt from the Straits Times in the opening paragraph, as well as the other documents in evidence, suggest as much. If HMV Singapore returns in the not-so-distant future, it would still enjoy that goodwill. As a matter of law, given the effluxion of enough time after the cessation of business, it is possible for goodwill to be extinguished completely. But on 29 July 2019, which was when the Proprietor applied for the Subject Mark, that would certainly not have been the case.

Conclusion on bad faith

32 It is often said that bad faith is a serious allegation to make. But given the circumstances, I think there is enough evidence to support a finding that the Proprietor acted in bad faith. In any case, the Proprietor did not deny what it did. Instead, its case hinged on the argument that the cessation of HMV’s business in Singapore meant that it could step in and claim the “dog and gramophone” image for itself. However, this view was misguided for the reasons stated above.

33 It follows from my finding that the Subject Mark should be declared invalid in its entirety and I so order. In accordance with s 23(10) TMA, the effect of my order is that the registration is deemed never to have been made, but this does not affect transactions past and closed.

Other grounds of invalidation

34 As mentioned earlier, the Proprietor decided that it would not attend a hearing or submit written arguments. That being the case, and since my decision on bad faith completely disposes of the entirety of the dispute, I do not think that there is any merit in engaging in an academic discussion about the remaining grounds of invalidation listed at [17] above.

Overall conclusion and costs

35 The parties would have been notified that for most trade mark hearings fixed from 2 June 2022, the Registrar will assess costs summarily. This approach is intended to be more cost and time effective for parties as compared to taxation proceedings after the substantive decision.






36 I have considered the Applicant’s submissions on costs and, having



regard to all the circumstances, consider them to be eminently reasonable. I would award it the full sum of party-and-party costs sought, which is S\$5,912.50 (inclusive of disbursements).

Ong Sheng Li, Gabriel
Principal Assistant Registrar

Mr Max Ng Chee Weng, Ms Shahera Safrin, and Ms Claire Tan Su
Yin (Gateway Law Corporation) for the Applicant;
Mr Ron Awyong (Orion IP LLP) for the Proprietor

Annex: Applicant's Earlier Marks

Reg. Trade Mark	Class / Specification of Goods or Services
<p>T3903037A</p>  <p>HIS MASTER'S VOICE</p>	<p><u>Class 11</u> Refrigerating machines, refrigerating chambers and refrigerating plant and parts thereof, all being goods included in Class 11.</p>
<p>T9603043A</p> 	<p><u>Class 16</u> Printed matter, printed publications, paper, paper articles, cardboard, cardboard articles, books, magazines, sheet music, posters, photographs, stationery, notebooks, diaries, writing instruments; all included in class 16.</p>
<p>T9611610G</p> 	<p><u>Class 09</u> Apparatus and instruments all for recording, reproducing and/or transmitting sound and/or video images; sound and/or video recordings; sound and/or video recording media; cabinets, racks and units adapted for the storage of video cassettes and discs and audio cassettes and discs; CD ROMs; parts and fittings for all the aforesaid goods; all included in Class 9.</p>
<p>T0009703C</p>  <p>HIS MASTER'S VOICE</p>	<p><u>Class 35</u> The bringing together, for the benefit of others, of a variety of apparatus, instruments and devices for the recording, reproduction or transmission of sound and/or visual images, sound and/or visual recordings, sound and/or visual recording media, digital versatile discs, digital music (downloadable), compact discs read only memory, virtual reality systems, computer software, interactive computer software, video games, interactive video software, printed matter, printed publications, books, magazine, brochures, sheet music, paper articles, tickets, labels, cards, greeting cards, photographs, posters, stationery, stickers, gift vouchers, bags, articles of clothing, footwear and headgear (excluding transport thereof), enabling customers to conveniently view and purchase those goods.</p>
<p>T0009704A</p>  <p>HIS MASTER'S VOICE</p>	<p><u>Class 41</u> Entertainment services; promotion, production and distribution services in the field of sound and/or visual recordings and entertainment; music publishing services; artist management; recording studio services; information services relating to entertainment and entertainment events provided on-line from a computer database, from the global communications network or any other communications network; provision of on-line electronic publications (not downloadable); provision of digital music (not downloadable) from the global computer network.</p>

<p>T0009705Z</p>  <p>HIS MASTER'S VOICE</p>	<p><u>Class 42</u> Administration, exploitation and granting of rights for production of musical and/or lyrical works; acquisition, management and exploitation of copyrights in musical and/or lyrical works for and on behalf of authors, composers or conductors of such works; licensing; information relating to the aforementioned services provided on-line from a computer database, from the global communications network or any other communications network; creating and maintaining web sites; hosting the web sites of others.</p>
<p>T0811129I</p> 	<p><u>Class 16</u> Printed publications; books; comics; periodicals; magazines; posters; photographs; prints; albums; stickers; calendars; greetings cards; diaries; manuals; paper; paper articles; writing implements; stationery; gift vouchers; voucher books; gift certificates, book and record tokens; gift stationery; gift wrappers; gift packaging; gift tags.</p> <p><u>Class 28</u> Games and playthings; board games; toys; electronic games machines and hand-held games (other than those adapted for use with television receivers only).</p> <p><u>Class 35</u> Advertising; provision of advertising space through computer networks and websites; distribution of advertising material and dissemination of advertising messages; the organisation and provision of loyalty card schemes and services; the bringing together, for the benefit of others (including consumers), of a variety of goods, namely, books, magazines, products (whether or not in tangible form) carrying or containing music, products (whether or not in tangible form) carrying or containing audio-visual matter, electronic games, apparatus and equipment relating to any of the foregoing, other goods in the consumer electronics or home entertainment or personal entertainment or consumer communications markets, posters, calendars, paper goods, writing implements, stationery and mouse mats, novelty items, gift sets, badges, keyrings, fridge magnets and metal plaques and mugs, blank recording media, toys, playthings and games (including board games), and clothing and headgear, enabling customers to conveniently view, sample and purchase those goods from a retail outlet, mail order catalogue or internet web site.</p> <p><u>Class 36</u> Issuing of tokens, vouchers and coupons of value in relation to loyalty schemes and gift redemption schemes.</p> <p><u>Class 38</u> Telecommunications, broadcasting and webcasting; delivery of digital music, video, games or books by telecommunications; providing access to digital music web sites on the internet; providing video sharing portals; leasing access time to computer databases; providing internet chatrooms and virtual chatrooms; operating web-blogs; providing on-line forums, interactive bulletin boards and interactive communication services; transmission of information, messages, text, data, multimedia content, videos and images by electronic means; streaming media; delivery of multimedia content to computers, portable media players and other apparatus; short messaging services (SMS); operation of chat rooms, namely, the provision of electronic communication facilities for hosting, sharing, organising and conducting online meetings, gatherings, forums, chatrooms and interactive discussions; organising and providing online community forums for users to</p>

	<p>post, search, watch, share, critique, rate and comment on audio, video and other multimedia content; provision of access time to computers and the internet; providing access to media bearing audio matter, audio-visual matter, texts, images, multimedia works and electronic games; providing access to equipment for playing, recording, storing, compressing or otherwise processing audio matter, audio-visual matter, texts, images, multimedia works and electronic games.</p> <p><u>Class 41</u> Entertainment; cultural activities and events; lending and rental of media bearing audio matter, audio-visual matter, texts, images, multimedia works and electronic games; rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter, audio-visual matter, texts, images, multimedia works and electronic games; organisation, production and presentation of events, games, quizzes and competitions; distribution of films, audio and video recordings, electronic games and multimedia recordings; interactive entertainment services; provision of interactive play and game areas; provision of amusement centres; electronic games services provided on-line or by means of a global computer network; publishing; production, editing, presentation and recording of films, audio and video recordings, images, texts and multimedia works.</p> <p><u>Class 42</u> Computer services, hosting of digital content on the internet; computer services provided in internet cafes; creating and maintaining weblogs (blogs) for others; hosting of weblogs (blogs) and online journals.</p> <p><u>Class 43</u> Cafeteria and coffee shop services; services for the provision of food, refreshments and drink; social clubs.</p> <p><u>Class 45</u> Social networking services; internet-based social networking services.</p>
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