



Legal Consequences of Mark Cancellation of Brand Licensees

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Abstract

The granting of a license by the holder of the rights to a certain mark reflects that the rights to the mark have an economic value because the holder of the rights to the mark must try to maintain the existence of the rights to the mark. To maintain the existence of the rights to the mark, the holder of the right to the mark often applies for the cancellation of the rights to the mark registered by other business actors, which if they have an overall resemblance to the mark they own, with the conditions as stipulated in Article 77 of Law No. 20/2016 concerning Trademarks. The interests of the party who can file a lawsuit for cancellation can be divided into 2 (two), namely: (a). Interests in the public domain, in the event of cancellation, are filed by the Attorney, foundations/institutions in the consumer sector, and religious councils/institutions, with the reasons of Article 20 of Law No.20/2016 concerning Marks or Article 21 letter c or letter d of Law No.20/2016 concerning Marks; and (b). Interests in the private sphere, if a claim for cancellation is filed by a registered trademark owner, a trademark owner who has good faith but is not registered, or a well-known brand owner but the trademark is not registered, with the reasons as stipulated in Article 21 letter a, letter b, or letter e of the Law No.20/2016 concerning Brands. Cancellation of a registered mark causes the holder of trademark rights to the mark to lose the exclusive right to the brand granted by the state within a certain period to use the mark or to give permission to other parties to use the mark. The existence of good faith in the license agreement greatly influences the birth of legal protection for the licensee when the registered trademark owned by the licensor is cancelled out by the licensee, the rights of the licensor should be protected by law.

Keywords: *Legal Protection; Licensors and Licensees; Trademark Cancellation*

Introduction

Business is essentially a dynamic activity and is influenced by economic globalization, as well as the development of the business people themselves. Indonesia's commitment to the push for international globalization can be seen in the attitude of the Government of Indonesia which took part in signing the

Agreement Establishing the World Trade Organization and all agreements made into attachments 1, 2, and 3 as part of the agreement (Massadeh et al., 2020). The Agreement Establishing the World Trade Organization was later ratified by Law No.7/1994 concerning The Signature of Agreement Establishing The World Trade Organization (UU No.7/1994) on November 2, 1994 (“Agreement Establishing the World Trade Organization,” 2014).

The above, according to the researcher's view, provides a collaboration between relations between countries and countries, countries with international law subjects, countries with international organizations, and countries with international agreements, so it can be said that Indonesia has an interest in guaranteeing cooperation in the field of international trade, especially in Agreement on Trade-Related Aspects of Intellectual Property Rights.

The legal implication of ratifying the agreement for Indonesia is that it must harmonize national laws and regulations on matters agreed upon in signing the Agreement Establishing the World Trade Organization. One of the important agreements that must be followed by Indonesia, as one of the parties that participated in signing and ratifying the agreement establishing the World Trade Organization, is the Agreement on Trade-Related Aspects of Intellectual Property Rights, known as TRIPs, which aims to protect intellectual creations. against piracy or counterfeiting (De Amstalden, 2022).

The right to intellectual creation, which is known as the right to intellectual property, is essentially one of the rights that are born because there is intellectual property from humans that is beneficial to human interests. The intellectual property produces a product that has economic and commercial value, so the economic rights can be traded by the owner of said intellectual property rights. Without realizing it, the results or products of protected intellectual property rights continue to be embedded in everyday human life without exception. (Jayasekara & Fredriksson, 2021).

The existence of a brand is very important for business actors because the mark serves as a means of introducing goods and/or services to the public, whereas the existence of a brand is required as one of the parameters before deciding to consume certain goods and/or services by consumers. In business practice, the granting of a license by a trademark rights holder to a licensee to utilize his goods and/or service mark is set forth outlined intent between the licensor and the licensee based on the laws and regulations in force in Indonesia. In addition to the license agreement, Article 42 paragraph (3) of Law No. 20/2016 concerning Marks also requires the license agreement to be recorded in the general register of marks of the Directorate General of Intellectual Property, Ministry of Law and Human Rights of the Republic of Indonesia. The registration is intended to create legal consequences for third parties so that if there is another party without rights to use the trademark and/or service mark of the licensor's mark, the licensee has the legal standing to defend the use of the mark.

The granting of a license by the holder of the rights to a certain mark reflects that the rights to the mark have economic and commercial value, and the holder of the rights to the mark certainly tries to maintain the existence of the rights to the mark. To maintain the existence of the rights to the mark, the holder of the rights to the mark often applies for the cancellation of the rights to the mark registered by other business actors if the mark has an overall or principal resemblance to the mark he owns, with the conditions stipulated in Article 77 of Law No. 20/2016 regarding Brands.

The cancellation of a registered mark has significant implications for business activities because it does not only involve the owner of the rights to the mark and the party applying for the cancellation of the registered mark but also the licensee if the rights to the canceled mark have been licensed. This is due to the legal relationship between the licensor and the licensee because there is a right to the brand belonging to the licensor, which is permitted the licensee to use. With the cancellation of the rights to the trademark

belonging to the licensor, it becomes a separate legal issue related to the right of the licensee to use the rights to the trademark that has been canceled, and of course, the problem causes a loss or potential loss for the licensee.

One example of a trademark dispute case that occurred in Indonesia that resulted in the cancellation of the trademark was the Benu brand dispute, as stated in Court Decision Number: 57/Pdt.Sus-Merek/2019/PNNiagaJkt.Pst Juncto Decision Number: 575K/Pdt.Sus-HKI/2020, which has permanent legal force (*inkracht van gewijsde*). In this case, Ruben Samuel Onsu filed a lawsuit against PT. Ayam Geprek Benny Sujono and the Government of the Republic of Indonesia, cq Ministry of Law and Human Rights, cq Directorate General of Intellectual Property Rights, cq Directorate of Marks and Geographical Indications, because Ruben Samuel Onsu considered that the mark belonged to PT. Benny Sujono's Geprek Chicken was the same as his brand.

In his lawsuit, Ruben Samuel Onsu asked the Central Jakarta Commercial Court to register the trademark owned by PT. Chicken Geprek Benny Sujono with the brand "I Am Geprek Benu Sedep Beneerr," but the registration number IDM000643531 was canceled. In this case, PT. Ayam Geprek Benny Sujono also filed a counterclaim, which asked the Central Jakarta Commercial Court to decide that several brands owned by Ruben Samuel Onsu were similar in principle to his brand, In the end, the Central Jakarta Commercial Court's decision rejected Ruben Samuel Onsu's lawsuit in its entirety and instead granted PT. Ayam Geprek Benny Sujono, namely by canceling several brands belonging to Ruben Samuel Onsu. The cancellation of Ruben Samuel Onsu's registered mark, of course, gave rise to legal problems for licensees who had obtained permission to use the canceled mark, because Law No. 20/2016 concerning Marks still does not regulate legal protection for licensees if the mark property of the licensee is deregistered. The lack of legal protection for licensees in the event of trademark rights cancellation under Trademark Law No. 20/2016 creates a legal vacuum that makes it difficult to provide justice for licensees. Therefore, it is necessary to conduct legal research to obtain answers that can provide justice to these problems.

Research Methods

In connection with the type of research used, normative legal research (Mahmud Marzuki dan Peter Mahmud, 2011), several approaches to the problem will be used in this study, as follows: The statutory approach, the conceptual approach, the philosophical approach, the comparative approach, and the case approach are all examples. These five approaches are carried out to solve problems that occur in connection with the nature of the mark, the legal ratio of cancellation of trademark rights, and the legal consequences of trademark cancellation for licensees so that in the future business actors, especially in Indonesia, can use their trademark rights as one of the supporting pillars of a successful business as he did.

Results & Discussion

Legal Uncertainty in Trademark Rights Agreements Against Brand Licensees

Law No. 20/2016 concerning Trademarks provides a basis for agreement through the ratification of international agreements, such as the international convention, namely the Paris Convention for the Protection of Industrial Property. The Paris Convention for the Protection of Industrial Property has been ratified by Indonesia based on Presidential Decree No. Several international agreements related to the intellectual property changed the brand rules that were in effect at that time. The international agreement began with the formation of the WTO, with Indonesia participating as a negotiating participant in the formation of the WTO and co-signing the Agreement Establishing the World Trade Organization.

Ratification of the international agreement was carried out through Law No. 7 of 1994 concerning the Signature of the Agreement Establishing the World Trade Organization.

The legal consequences of the Indonesian state participating in agreeing to and ratifying the Agreement Since establishing the World Trade Organization, Indonesia has been bound by the agreements that occur in the WTO, so there is an obligation to convert existing agreements into a statutory regulation. An international agreement relating to the protection of intellectual creations against piracy or counterfeiting is one such agreement. Indonesia has ratified the International Agreement on Trade-Related Aspects of Intellectual Property Rights, known as TRIPs (Lenormand et al., 2016). TRIPs are one of the bases for establishing trademark regulations in Indonesia, as stipulated in Law No. 20/2016 concerning Trademarks.

TRIPs provide a very fundamental goal, namely to reduce distortions and things that complicate the progress of international trade (to reduce distortions and impediments to international trade), to protect personal rights (to protect private property rights), and to have member countries that agree to empower holders of intellectual property rights. If holders of intellectual property rights fail to enforce their rights, the government can be asked to assist law enforcement through existing laws and legal institutions that enable citizens to protect themselves against acts of violation of intellectual property rights.

TRIPs also state that the government does not only interfere with the failure of citizens to uphold their rights; TRIPs also considersconsiderdual property rights that are subject to private property rights, which means that these rights cannot be taken over by the government without compensation. The implementation of the TRIPs rules, which contain commitments, consensus, and negotiations made by the signatory parties to the convention in the TRIPs Preamble, is based on the principle of good faith among the signing member countries (Bagchi, 2003). TRIPs is a WTO agenda, which essentially recognizes the regime of ownership of intellectual property rights by member countries and forms of state intervention that are included in the global WTO agreement. This is as stated by Paolo Bifani: "Intellectual property rights refer to the creation of the human intellect; hence, they are the legal expression of the privileges granted by the state (and the obligation imposed by it) for the use, frequently exclusive of the creation."

TRIPs stipulates that the Paris Convention for the Protection of Industrial Property Rights (Paris Convention) is the minimum basis for regulation of trademark protection that WTO member countries must comply with, as stated in Article 1 paragraph 3 and Article 2 TRIPs as follows:

Article 1 paragraph (3) TRIPs:

Members shall accord the treatment provided for in this agreement to the nationals of other members. In respect of the relevant intellectual property right, the nationals of other members shall be understood as those natural or legal persons that would meet the criteria for eligibility for protection provided for in the Paris Convention 1967.

Article 2 TRIPs:

In respect of parts II, III, and IV of this agreement, members shall comply with Articles 1 through 12, and article 19, of the Paris Convention 1967. Nothing in parts I to IV of this agreement shall derogate from existing obligations that members may have to each other under the Paris Convention 1967.

Trademarks that have been registered (Arifin & Iqbal, 2020), basically give the brand owner exclusive rights to utilize them, including economic and commercial rights, so that other parties cannot take advantage of the registered mark. TRIPs stipulate that in the event of the use of a registered mark by

another party, member countries are obliged to provide protection. This is regulated in detail in the provisions of Article 16 Paragraph 1 of the TRIPS Agreement, which regulates as follows:

The owner of a registered trademark shall have the exclusive right to prevent all third parties not having the owner's consent from using in the course of trade identical or similar signs for goods and services which are identical or similar to those in respect of which the trademark is registered where such use would result in a likelihood of confusion. In case of the use of identical signs for identical goods or services, (a likelihood) of confusion shall be presumed. The rights described above shall not prejudice any existing prior rights, nor shall they affect the possibility of members making rights available based on use.

As a whole, the interests that are to be protected by trademark law can be separated into four groups as follows (Suryadi, 2019):

- a. The interests of the brand owner are not to be disturbed in his good relations with consumers, which he has fostered in the market through the use of a certain brand, as well as in the reasonable hope of obtaining regular customers in the future, all of which are guaranteed by the introduction of the public to the brand, indicating that the owner of the mark is the producer of the goods in question.
- b. The interests of producers or other competing traders are to be free to market their goods using public signs that can be used by anyone and which should not be monopolized by anyone so as not to harm their freedom to sell their goods in competition honestly and legitimately.
- c. The interests of consumers are to be protected against practices that tend to create impressions that can mislead, deceive, or confuse them by influencing their minds that a company is the same as another company or that the results of a company also come from the other company.

It is in the public interest to promote fair trade in the markets and to prevent practices that are dishonest and also contrary to the norms of decency in trade. In Article 1 Number 18 of Law No. 20/2016 Concerning Marks, it is confirmed that the license is "a permit granted by the owner of a registered mark to another party based on a written agreement by laws and regulations to use a registered mark." According to researchers, the granting of permission from registered trademark owners as holders of certain trademark rights to other parties can legally use their trademark rights and get protection like the owner of trademark rights, based on the foregoing. The granting of a license by a registered mark owner to another party has objectives, one of which is to develop a business that uses the rights to its trademark.

The legal uncertainties regarding the cancellation of a mark against a licensee in intellectual property rights are (a) a mark registered based on an application submitted by an applicant with bad faith; (b) a mark registered contrary to applicable laws and regulations, religious morality, decency, or public order; (c) the mark has become public property; and (d) the mark is information or related to the goods or services being applied for registration. For this reason, due to the cancellation of the mark on the licensee, the Commercial Court has issued a decision on the settlement of the trademark dispute and the cassation decision by the Supreme Court, which is generally adhered to by the parties to the dispute, as well as the decision of the court, both at the Commercial Court and the Supreme Court, which ordered the deletion. The registration of certain marks has been carried out by the Directorate General of Intellectual Property. The trademark registration system that can protect registered trademark owners who have good faith in the trademark registration system in Indonesia is a constitutive system, with the condition that the registrant must register his trademark in good faith.

The provisions of Article 43 of Law No. 20/2016 concerning Mark implicitly confirm that license agreements are divided into two types, namely, exclusive license agreements (license agreements that can only be given to the licensee) and non-exclusive license agreements (license agreements that stipulate that the licensor can still grant a license to a third party even though he has granted a license to the licensee).

What is meant by a "sub-license is a license granted by the licensee to another party to carry out part or all of the license with the approval of the licensor.

Imposition of Legal Sanctions Through Alternative Dispute Resolution from Licensor to Brand Licensee for Intellectual Property Rights

If one day it is found that the agent or distributor does not have the legal right to include PT X's brand in the advertisement, or, in other words, PT A, as the licensee of PT X, owns this right, then this can be considered a trademark violation. In short, PT A has the right to reprimand those agents or distributors who post advertisements by including the brand without permission. Regarding the use of registered marks without legal rights based on Article 100, paragraphs 1 and 2, of Law No. 20/2016 concerning Marks, criminal sanctions are imposed as follows:

1. Any person who unlawfully uses a mark that, in its entirety, is the same as a registered mark belonging to another party for goods or services of the same kind produced or traded shall be subject to imprisonment for a maximum of 5 years or a fine of up to 2 billion rupiahs.
2. Any person who unlawfully uses a mark that is similar in principle to a registered mark belonging to another party for goods or services of the same kind produced or traded shall be subject to imprisonment for a maximum of 4 years or a fine of up to 2 billion rupiahs.

That is information regarding the law that applies to agents or distributors who use or advertise products with brands without license permission. Licensing regulations in Indonesia require that the granting of a license by a registered brand owner as the licensor to another party as the licensee is in the form of a written agreement, as this is also emphasized in Article 5 paragraph (1) of PP No.36/2018, which stipulates that "the license referred to in Article 3 is granted based on a license agreement in written form between the licensor and the licensee." License agreement in written form, there are two mechanisms for forming an agreement that can be used by the parties in the license agreement, namely: a) an agreement made authentically; or b) an agreement made under the hand. The difference between an agreement made on an authentic basis and an agreement made privately is related to its evidentiary value (Rofida, 2015).

Agreements made authentically have perfect evidentiary value (*volledig bewijskracht*) and are binding (*bindende bewijskracht*), as based on the provisions of Article 1870 of the Civil Code and Article 285 of the Regulation for the *Buitengewesten*. An agreement made privately to be used as evidence must first meet the formal and material requirements, namely (Sulasno, 2019):

- unilaterally or in the form of a party (at least two parties) without the intervention of an authorized official;
- signed by the maker or the parties who made it;
- content and signature acknowledged.

The license agreement must also be based on the principle of proportionality, which is intended to create a balanced legal relationship between the licensor and the licensee. The position of the licensor is stronger than that of the licensee because, as the owner of the rights to the mark, the contract tends to benefit the licensee, but with the principle of proportionality, it can be the basis for the parties to the agreement to have a balanced position.

The principle of proportionality can be used as a basis for judges to be able to assess whether an agreement is made in a balanced way or not by looking at the agreement (Iqbal et al., 2019). The principle of proportionality in the implementation of an agreement is rarely fully realized because many agreements

are born without an equal position. Generally, parties with lower positions cannot enter into or demand a balanced agreement. Parties with lower positions are generally more dominant and therefore more likely to require such an engagement.

One of the efforts of business actors to protect their trademark rights is to file a lawsuit for cancellation of another party's trademark for the reasons stipulated in Law No. 20/2016 concerning trademarks.

Article 76 of Law No. 20/2016 concerning Marks stipulates that:

- (1) A lawsuit for cancellation of a registered brand can be filed by an interested party based on the reasons referred to in Article 20 and/or Article 21 of Law No. 20/2016 concerning the brand.
- (2) Brand owners who are not registered can file a lawsuit, as referred to in paragraph 1 of Law No. 20/2016 concerning Marks, after applying to the Minister.
- (3) A cancellation lawsuit was filed in Commercial Court against registered Mark owners.

Based on the provisions of Article 76 of Law No. 20/2016 concerning trademarks, trademark cancellation can only be carried out by interested parties with reasons as stipulated in Article 20 of Law No. 20/2016 concerning trademarks and/or Article 21 of Law No. 20/2016 regarding trademarks, or by trademark owners who are not registered with the condition that they have applied to the Minister. Parties who can file a trademark cancellation are those who have a legal *persona standi in judicial*.

A party that has a legal *persona standi in judicial* is defined as a person or legal entity that can become a party based on applicable laws. As for what is meant by interested parties based on the elucidation of Article 76 paragraph (1) of Law No. 20/2016 concerning Marks, they include registered trademark owners; prosecutors; foundations or institutions in the consumer sector; and religious assemblies or institutions, while the definition of an unregistered brand owner is based on the elucidation of Article 76 paragraph (2) of Law No. 20/2016 on Marks and includes: a brand owner who has good faith but the mark is not registered, or a well-known brand owner but the brand is not registered.

Actions that violate business ethics, moral norms, and the law to gain profits through any means and pretexts. This action can occur by copying or simulating someone else's who already has a good reputation. This way of piggybacking on reputation (goodwill) can occur in the fields of brands, patents, industrial designs, and copyrights (Fakrulloh, 1997).

Before the lawsuit for canceling the brand, Ruben Samuel Onsu had conducted business activities in the culinary field using a registered trademark, namely Geprek Bensu, and had entered into franchise partnerships with third parties through the use of Ruben Samuel Onsu's brand. As a result of this dispute, there are business partners who find it difficult to open outlets. Cancellation is a process or method of canceling; therefore, in the case of cancellation of rights to a trademark or registered mark, such cancellation is a process or method of making a right to a trademark or registered mark null and void, while the definition of null and void can be interpreted as invalidating or invalidating something.

Based on this understanding, the meaning of "void" in the cancellation of rights to a mark or registered mark refers to the invalidity of a right to a mark or registered mark, so that the loss of rights to a mark belonging to the mark owner means the exclusive right granted by the state to the mark owner for a certain period by using the mark itself or giving permission to other parties to use it is lost.

Many cases of disputes in the field of intellectual property rights were resolved through the courts, causing the burden of settlement by the district courts to increase and causing a backlog of cases

that resulted in delays in their settlement. This will ultimately hurt the parties to the dispute because the litigation process tends to generate new problems due to its win-lose nature, non-responsiveness, time-consuming litigation process, and openness to the public (Kurniawan, 2019).

The parties to the dispute may choose another way of resolving the dispute they face if the litigation route makes their dispute take a long time, namely by settlement through non-litigation or alternative dispute resolution as stipulated in Law No. 30/1999 on Arbitration and Alternative Dispute Resolution. Alternative dispute resolution is a dispute resolution process that is carried out outside the court. According to Law No. 30/1999 concerning Arbitration and Alternative Dispute Resolution, based on the applicable laws and regulations, civil dispute resolution, besides being able to be submitted to the general court, is also open to the possibility of being submitted to arbitration and alternative dispute resolution. Arbitration is a way of settling a civil dispute outside the general court system based on an arbitration agreement made in writing by the parties to the dispute. A dispute resolution institution or difference of opinion is referred to as alternative dispute resolution (Panjaitan, 2018).

Based on the description above, the cancellation of trademark rights causes the holder of trademark rights to lose the exclusive right to their trademark, which is granted by the state for a certain period, to use the mark or to give permission to other parties to use it. The legal consequence of canceling a mark belonging to the holder of the rights to the mark as the licensor causes the license agreement between the licensor and the licensee to become legally invalid because the third element in the terms of the validity of the agreement as stipulated in Article 1320 KUH Per is not met. Because the objective requirements of a valid agreement are not fulfilled, the license agreement becomes null and void (*meeting van rechtswege*). In the alternative dispute resolution aspect, the cancellation of trademark rights provides an alternative to administrative sanctions by paying fines or moral sanctions. As a result, creditors and debtors benefit from one another.

Conclusions

Cancellation of trademark rights causes the trademark rights holder to lose the exclusive rights to the trademark granted by the state for a certain period to use the mark or to give permission to other parties to use it, while the legal consequences of canceling a trademark belonging to the trademark rights holder as the licensor causes an agreement the license between the licensor and the licensee becomes legally invalid because the third element in the terms of the validity of the agreement as stipulated in Article 1320 KUHPer is not fulfilled, because the objective conditions of the validity of an agreement are not fulfilled, the license agreement becomes null and void (*meeting van rechtswege*). The litigation process tends to generate new problems because it is a win-lose, unresponsive, time-consuming litigation process, and open to the public so the alternative dispute resolution aspect of canceling trademark rights provides an alternative to administrative sanctions by paying fines or moral sanctions.

References

- Agreement Establishing the World Trade Organization. (2014). In *Case Summaries - Case 001–020*. <https://doi.org/10.1163/wtogatt-p3-2>
- Arifin, Z., & Iqbal, M. (2020). Perlindungan Hukum Terhadap Merek Yang Terdaftar. *Jurnal Ius Constituendum*, 5(1). <https://doi.org/10.26623/jic.v5i1.2217>
- Bagchi, A. (2003). Compulsory licensing and the duty of good faith in trips. In *Stanford Law Review* (Vol. 55, Issue 5).

- De Amstalden, M. (2022). Seafood Without the Sea: Article 20 of the Agreement on Trade-Related Aspects of Intellectual Property Rights, the “Justifiability Test” and Innovative Technologies in a Sustainable Blue Economy. *Journal of World Investment and Trade*, 23(1). <https://doi.org/10.1163/22119000-12340241>
- Fakrulloh, Z. A. (1997). Lisensi Merek Dalam Perspektif Bisnis. *Perspektif*, 2(1). <https://doi.org/10.30742/perspektif.v2i1.126>
- Iqbal, M., Aminah, R. P., Ispriyarso, B., Hukum, F., & Kenotariatan, M. (2019). Penerapan Asas Proporsionalitas dalam Perjanjian Waralaba. *Notarius*, 12(2).
- Jayasekara, D. N., & Fredriksson, P. G. (2021). Culture, intellectual property rights, and technology adoption. *Quarterly Review of Economics and Finance*, 80. <https://doi.org/10.1016/j.qref.2021.03.007>
- Kurniawan, S. (2019). Perbandingan Penyelesaian Sengketa Merek Berdasarkan Undang-Undang Merek Nomor 20 Tahun 2016 Tentang Merek Dan Indikasi Geografis Jo. Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa Dengan World Intellectual Proper. *Dialogia Iuridica: Jurnal Hukum Bisnis Dan Investasi*, 11(1). <https://doi.org/10.28932/di.v11i1.1972>
- Lenormand, M., Bassolas, A., & Ramasco, J. J. (2016). Systematic comparison of trip distribution laws and models. *Journal of Transport Geography*, 51. <https://doi.org/10.1016/j.jtrangeo.2015.12.008>
- Mahmud Marzuki dan Peter Mahmud. (2011). Penelitian Hukum,. In *jurnal Penelitian Hukum*.
- Massadeh, F. A. M., Kandeel, M. E., & Massadeh, A. A. M. (2020). Trademark cancellation in terms of commercial and administrative law: A comparison of the UAE and Jordan. *International Journal of Economics and Business Research*, 20(3). <https://doi.org/10.1504/IJEER.2020.110420>
- Panjaitan, H. (2018). Pelaksanaan Putusan Arbitrase Di Indonesia. *To-Ra*, 4(1). <https://doi.org/10.33541/tora.v4i1.1170>
- Rofida, I. (2015). Penyalahgunaan Perjanjian Lisensi Merek Dalam Praktek Bisnis Hak Atas Kekayaan Intelektual. *Jurnal Cita Hukum*, 3(1). <https://doi.org/10.15408/jch.v2i1.1847>
- Sulasno, S. (2019). Lisensi Hak Kekayaan Intelektual (Hki) Dalam Perspektif Hukum Perjanjian Di Indonesia. *ADIL: Jurnal Hukum*, 3(2). <https://doi.org/10.33476/ajl.v3i2.815>
- Suryadi, A. (2019). Pembatalan Merek Terdaftar Dihubungkan Dengan Asas Kepastian Hukum Bagi Pemilik Merek. *Aktualita (Jurnal Hukum)*, 2(1). <https://doi.org/10.29313/aktualita.v2i1.4688>

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