

Limitation of registered owners's rights.

122. The registration of the mark shall not confer on its registered owner the right to preclude third parties –

- (a) from using their *bona fide* names, addresses, pseudonyms, a geographical name, or exact indications concerning the kind, quality, quantity, destination, value, place of origin or time of production or of supply of their goods and services, in so far as such use is confined to the purposes of mere identification or information and cannot mislead the public as to the source of the goods or services ;
- (b) from using the mark in relation to goods lawfully manufactured, imported, offered for sale, sold, used or stocked in Sri Lanka under that mark, provided that such goods have not undergone any change.

CHAPTER XXIV

ASSIGNMENT AND TRANSMISSION OF APPLICATIONS AND REGISTRATIONS OF MARKS

Assignment and transmission of applications and registrations.

123. (1) An application for registration or the registration of a mark may be assigned or transmitted independently of the transfer of all or part of the enterprise using the mark, in respect of all or part of the goods or services for which the application was filed or the mark registered and such assignment or transmission shall be in writing signed by or on behalf of the contracting parties.

(2) Such assignment or transmission shall be invalid if the purpose or effect thereof is to mislead the public, in particular in respect of the nature, source, manufacturing process, characteristics or suitability for their purpose of the goods or services to which the mark is applied.

(3) Any person becoming entitled by assignment or transmission to an application for registration or the registration of a mark may apply to the Director-General in the prescribed manner to have such assignment or transmission recorded in the register.

(4) No such assignment or transmission shall be recorded in the register unless the prescribed fee has been paid to the Director-General.

(5) No such assignment or transmission shall have effect against third parties unless so recorded in the register.

CHAPTER XXV

LICENCE CONTRACTS

124. (1) For the purposes of this Part licence contract means any contract by which the registered owner of a mark (hereinafter referred to as “the licensor”) grants to another person or enterprise (hereinafter referred to as “the licensee”) a licence to use the mark for all or part of the goods or services in respect of which the mark is registered. Interpretation.

(2) Use of the mark by the licensee shall be deemed to be use of the mark by the registered owner.

125. (1) A licence contract shall be in writing signed by or on behalf of the contracting parties. Form and record of licence contract.

(2) Upon a request in writing signed by or on behalf of the contracting parties, the Director-General shall, on payment of the prescribed fee, record in the register such particulars relating to the contract as the parties thereto might wish to have recorded :

Provided that the parties shall not be required to disclose or have recorded any other particulars relating to such contract.

126. In the absence of any provision to the contrary in the licence contract, the licensee shall – Rights of licensee.

- (a) be entitled to use the mark within the territory of Sri Lanka, during the entire period of registration of the mark, including renewals, in respect of all the goods or services for which the mark is registered ;