

# Effect and Legal Consequences of Contract Concerning Separate Assignment of Similar Trademarks <sup>1</sup>

Du Ying and Song Yimiao

Based on the provisions related to trademark assignment in the Trademark Law (2001), the Trademark Law (2013) adds two more provisions, namely Article 42.2 & 3, stipulating that similar marks shall be assigned together, which sets limitation to trademark assignment at the legislative level. The underlying point of such limitation is to avoid confusion among consumers with an obvious intention to protect the public interests. Correspondingly, Rule 31.2 of the Implementing Regulations of the Trademark Law adopts the expressions “making correction within a prescribed time limit” and “deemed to have forgone the application for assignment” in the provision related to the consequences of non-concurrent assignment of similar marks; and Rule 47 thereof directly employs the expression “the assignment is invalid” in the provision with regard to assignment of an internationally registered mark with territorial extension protection in China. What is the effect of the expressions “making correction within a prescribed time limit” and “deemed to have forgone the application for assignment” used under the circumstances where similar marks are not assigned concurrently. What is the relationship between those expressions and the expression that “the assignment is invalid”? Those questions are of vital significance in practice as they are directly associated with the determination of the enforceability of the contract as to separate assignment of similar marks and resolution of related disputes. To this end, the writer has collected civil judgments of disputes over contracts as to separate assignment of similar marks in an effort to sort out the types of the Court’s reasoning and made analysis in view of related theories in hope of provid-

ing a new thought for future judicial adjudication.

## I. Judgments on enforceability of contract concerning separate assignment of similar marks

Fifty-seven, forty-three and thirty judgments were found available respectively at [www.pkulaw.cn](http://www.pkulaw.cn), [www.lawyee.net](http://www.lawyee.net) and [openlaw.cn](http://openlaw.cn) through a search using such keywords as “assignment of similar marks”, “concurrent assignment of marks” and “Article 42 of the Trademark Law”. After in-depth reading, the writer selected thirteen judgments that were highly related to the enforceability and legal consequences of contracts regarding separate assignment of similar marks, based on which the writer placed emphasis on analyzing the Court’s reasoning and holdings and divided them into five types (see below for details): first, the court directly determined the contract as invalid due to lack of essential elements; second, the contract is valid due to the manifestation of true will, but the mark assignor is forced to assign the rest similar marks to the assignee concurrently according to the Notice of Correction of Assignment Application issued by the Chinese Trademark Office (CTMO); third, the enforceability of the contract is not touched upon, but the mark assignee is ordered to cancel the contract on the grounds of failure to further perform the contract or to achieve the purpose of the contract under Article 110 regarding contract cancellation of the Contract Law; fourth, the enforceability of the contract is not touched upon, but

the assignor is held to bear contractual liability in the light of the Trademark Assignment Agreement concluded between both parties, concerning concurrent assignment of similar marks and relevant dispute resolution clauses; and fifth, the enforceability of the contract is also not touched upon, and the case is finally closed through mediation on the basis of trade-off and reconciliation of interested parties.

Types of Judgments of Disputes over Contracts as to Separate Assignment of Similar Marks

No.	Type	Details	Total
1	the contract is invalid	a dispute over trademark assignment contract between Mr. Guo and Daqu Co., Ltd.	1
2	the contract is valid, but the rest similar marks must be assigned concurrently	a dispute over shareholder contribution between Mudanyan Co. and Zhang Zhesheng; a dispute over trademark assignment contract between Jianghuai Engine Co., Ltd. and Aoxin Mechanical & Electronical Co., Ltd., et al.; a dispute over trademark assignment contract between Zhong Yunya and Jinzi Advertising Co., et al.; a dispute over trademark assignment contract between Xie Shangshi and Chi Wandong	4
3	the assignee can cancel the contract on the grounds of failure to achieve the purpose of the contract	a dispute over trademark assignment contract between Zheng Xinzhaoh and Jinge Pipeline Co., Ltd.; a dispute over trademark assignment contract between Li Chengxiang and Liu Xinli	2
4	the judgment is made according to dispute resolution clauses stipulated in the contract	a dispute over trademark assignment contract between Zuyuan Sports Goods Co., Ltd. and Luozi Clothing Co., Ltd.; a dispute over trademark assignment contract between Zhang Jun, Zheng Linge and Xu Jiandong, Italy Cardanro Co.; a dispute over trademark assignment contract between Bossy Hero Co. and Xiameng Trading Co.	3
5	close the case through mediation	a dispute over trademark assignment contract between Changli Electrical Appliance Plant, Ouyang Yongji and Saierdeng Lighting Co., Yuan Chuanbin; a dispute over trademark assignment contract between Mr. Sun and Mr. Xu; a dispute over trademark assignment contract between Yulin Sheep Leader Garment Co. and Beijing Sheep Leader Clothing Co.	3

As the table shows, even five different approaches appeared in the miserable thirteen judgments. Those different approaches are in conflict with each other to some extent, which suffices to prove that, on the one hand, the courts are struggling with choosing the approaches when hearing such cases, and on the other hand, the issues are very complicated and worthy of research. Following the principle of simplifying complex problems, the writer sorts out the Court's approaches by parsing through the entire content of the judgments on the basis of the main logical clues thereof.

## II. Determination of enforceability of contract concerning separate assignment of similar marks

A majority of the above judgments confuses formation of contracts with enforceability thereof, and extremely weakens the fundamental principle of trademark regime, namely, "consumer confusion", which may give rise to lots of problems. The writer is of the view that the legislative purpose of the Trademark Law shall be borne in mind when dealing with such disputes in order to correctly differentiate mandatory administration provisions from mandatory effect provisions, and formation of contracts from the enforceability thereof. Only in doing so can we make correct decision on enforceability of the contracts concerning separate assignment of similar marks.

### 1. Differentiation between mandatory administration provisions and mandatory effect provisions

The contracting parties may reach an agreement on issues relating to the performance of the contract on their own through negotiations. If some provisions relating to the performance of the contract need to be specified otherwise, or there occurred circumstances that hinder the performance of the contract, provisions may be set forth according to law to supplement the contractual clauses between the contracting parties, which are called optional provisions.<sup>2</sup> The opposite counterpart is mandatory provisions, which directly stipulate the intent or factual behavior of the parties and shall not be rectified or excluded from application at will. Whoever fails to observe the mandatory provisions will be subject to legal punishment.<sup>3</sup> There is no discord in the academic circle as to whether Article 42.2 of the Trademark Law is an optional provision or mandatory one;

however, views are divided as to whether said Article is a mandatory administration provision or a mandatory effect provision.<sup>4</sup>

(1) Definition and identification of mandatory administration provisions and mandatory effect provisions

A mandatory administration provision must be observed by the parties concerned according to law, and shall not be rectified or excluded from application by way of agreement. A mandatory effect provision must be observed by the parties concerned, or otherwise, the contract may be invalidated. The disparity between the two types of provisions lies in that the mandatory effect provision focuses on the *de jure* value of the illegal acts so as to deny the legal effect thereof, whereas the mandatory administration provision focuses on the *de facto* value of the illegal acts for the purpose of prohibiting the acts.<sup>5</sup> To differentiate mandatory provisions in this way will strictly limit the scope of invalid contracts, ensure the autonomy of private laws and boost trade.

It is not easy to identify mandatory administration provisions and mandatory effect provisions. There are no unified standards among scholars and practitioners. According to the views of the Supreme People's Court and some scholars, the following three-step test shall be applied to identifying a mandatory administration provision or a mandatory effect provision: first, whether it is explicitly stipulated in the law and administrative regulations; second, whether the continuous performance of the contract will impair the state interest or public interest; and third, comprehensive considerations shall be given to other factors, such as the subject matter of the provision, the legislative purpose and protected subjects.<sup>6</sup> Once an affirmative conclusion is drawn at a certain step, then it is not necessary to go on to the next step. As to Article 42.2 of the Trademark Law, where there are no explicit provisions in the law or administrative regulations on whether the contract concerning separate assignment of similar marks is valid or not, the judgment on whether the act impairs the state interest or public interest shall be made in view of the legislative purpose of the Trademark Law.

(2) The nature of Article 42.2 of the Trademark Law

Trademark right is a private right. Free assignment of trademark rights fully reflects the autonomy of will of the parties concerned, so as to realize the interest of the mark owner to the maximum extent. Protection of consumers' rights shall be taken into account while protecting the private right

of the mark owner. Observing these dual objectives on the one hand is following the direction of trademark legal system evolution, and on the other hand complies with the current situations of trademark legal system.<sup>7</sup> The Trademark Law of China is enacted to clarify the legislative tenet thereof as strengthened protection of trademark rights and the interest of consumers.<sup>8</sup> Under the current circumstances where too much attention is paid to the interest of trademark owners, we should reflect more on how to protect the public interest of consumers.

Trademark is a bridge between the consumer and the trader, and consumers identify the goods by means of marks and therefore have a trust in the trader with which the mark is associated and show their preference for particular goods. If others are allowed to use identical or similar marks on the same or similar goods, it may generate confusion among consumers about the source of goods, which not only increases the search costs, but also has the risk of buying unwanted products. Article 42.2 of the Trademark Law aims to avoid the mess that similar marks belong to different owners. If we do not observe that provision but allow the contract concerning separate assignment of similar marks to be further performed, it will undoubtedly impair the public interest. Therefore, the conclusion that Article 42.2 shall be a mandatory effect provision can be drawn in the second step of the test.

Moreover, although neither the Trademark Law nor the Implementing Regulations of the Trademark Law explicitly stipulate the legal consequences of separate assignment of similar marks, such assignment shall be determined as invalid with reference to Rule 47 of the Implementing Regulations of the Trademark Law as to assignment of an internationally registered mark with territorial extension protection in China. That conclusion is in compliance with the basic principle of systematic interpretation because it is unlikely to draw two different conclusions regarding the legal consequences of the same conduct just because of the foreign-related factors.

## 2. Differentiation between formation and enforceability of contract

By delving into the judgments as mentioned above, the writer found that formation and enforceability of a contract are confused in many judgments. The confusion is the cause for the difficulty in determining the enforceability of the contract concerning separate assignment of similar marks. Determination of the enforceability of the contract

concerning separate assignment of similar marks is a matter of whether the contract is enforceable or not and shall be differentiated from the formation of contract.

(1) Difference between formation and enforceability of contract

A legal system will never recognize that a juristic act is enforceable as long as manifestation of intents is done; to the contrary, a series of limitations is essential or purposive.<sup>9</sup> Everybody has a freedom to conclude a contract according to its own will as long as the legal provisions or good custom practices are not violated.<sup>10</sup> For that reason, it is of great significance in differentiating the formation of a contract from enforceability thereof.

A contract will be formed once two or more contracting parties reach an agreement on the main terms of the contract; however, the contract will not be enforceable unless it satisfies three essential requirements prescribed in Article 55 of the General Principles of the Civil Law. Formation of a contract is a matter of factual judgment; whereas the enforceability of a contract is a matter of judgment on legal values, which encompasses a state's evaluation on conducts of the parties concerned.<sup>11</sup> Thus, the judgment on a contract formation and enforceability actually undergoes three phases: firstly, to judge whether mutual assent has been reached with regard to the contents of a contract; secondly, to look at the capacity and will of the contracting parties on the premise that the contract has been formed; and finally, to investigate whether the contract stands in violation of laws, administrative regulations or the public interest. The public interest is a concept to be interpreted with diverse values, and shall be determined according to the specific circumstances of the social economy and sectors. The identifying function of a mark that prevents consumers from being confused about the sources of goods is an embodiment of the public interest in the field of trademark law. Even though the trademark owner and the assignee have agreed on separate assignment of similar marks with manifestation of true will, the separate assignment, which can possibly cause confusion among consumers, should also be prohibited to bring the function of trademark law into full play.<sup>12</sup>

(2) Interpretation of formation and enforceability of contract in relevant judgments

Among the above-mentioned thirteen judgments, except for three judgments closed through settlement and three judgments on the contracts in which the ways to resolve the dispute are explicitly included, the other seven

judgments elaborate on the court's attitude towards the formation and enforceability of contract.

For type 1 judgments, the court holds the contract invalid as the contents of the contract did not satisfy the requirements for enforceability, without further explanation. It can be seen that the court has realized the distinction between the formation and enforceability of contract, but we cannot know from the ambiguous statements how much attention the court has paid to such an issue.

For type 2 judgments, the court holds the contract valid and enforceable mostly for the reasons that the contract concerning the trademark assignment is the manifestation of true will of both parties, and in compliance with the mandatory provisions of law and administrative regulations. What's more, in Jianghuai Engine Co., Ltd. and Aoxin Mechanical & Electronical Co., Ltd., the second-instance court directly confirmed the enforceability of contract on the grounds that the manifestation of will was true.<sup>13</sup> This is a typical case where formation and enforceability of contract are confused with no consideration given to the differences between the constitutive elements thereof. All the four judgments, which hold the contracts valid, ordered the assignors to assign the rest similar marks to the assignees concurrently in accordance with the Notice of Correction of Assignment Application issued by the CTMO. The reasoning underlying those judgments is logically self-contradictory and makes no sense in terms of jurisprudence. Firstly, since the contract was valid, it shall be observed strictly, and other similar marks should not be required to be assigned concurrently. Secondly, pursuant to Rule 31.2 of the Implementing Regulations of the Trademark Law, where the time period for correction does not expire and the parties concerned have waived the right to correct, the judgment that requires concurrent assignment of rest similar marks goes against the will of both parties concerned and is legally groundless.

For type 3 judgments, although the judge did not directly mention the effect of contract, the writer still deems that the judge holds an affirmative attitude towards the enforceability of contract for the mainstream theory takes enforceability as the premise for termination thereof.<sup>14</sup> Thus, the court was proper in ruling that "the parties concerned can terminate the contract under Article 94(4) of the Contract Law"<sup>15</sup>. Such a judgement, however, is logically problematic. If the contract as to the separate assignment of similar marks is valid, the assignor is only obliged to assign the marks agreed upon in the contract to the assignee. As far

as capacity of the party concerned to perform the contract is concerned, there is no obstacle either. For instance, in *Li Chengxiang v. Liu Xinli*, a contractual dispute over trademark assignment, the court held that “the trademark assignment agreement cannot be actually performed”, but the fact was that the assignor was unwilling to assign the rest similar marks concurrently to the assignee. The failure to perform the contract shall have nothing to do with the contents of the contract, but result from the delay of performance or breach of contract.

### (3) Relationship between the effect of a trademark assignment contract and change of trademark ownership

Scholars in support of enforceability of the contract as to separate assignment of similar marks also turn a blind eye to the differentiation between formation and enforceability of contract. Instead, they emphasize the relationship between the effect of contract and change of trademark ownership, holding that change of trademark ownership is premised on the formation and enforceability of a trademark assignment contract, but the latter does not necessarily result in the former. The ownership of trademark can be changed only with the approval of the CTMO.<sup>16</sup> This actually separates the effect of trademark assignment contract from change of trademark ownership with reference to the principle of distinction in the Property Law. The writer regarded this view as somewhat biased and combining the approval of the trademark office with enforceability of contract. The special characteristics of intellectual property decide that change of trademark ownership is different from change of real right. Real right can be changed under general rules of law, whereas intellectual property rights can only be changed with the approval or recognition of a competent authority upon request of a civil subject according to law.<sup>17</sup> Registration or delivery in the Property Law plays the role of publicity and public trust to safeguard transaction security for the third parties. Approval or recognition in intellectual property law is the means used by an administrative authority to control transactions. The subject matter to be approved or recognized may be the reason that gives rise to change of ownership or change of ownership *per se*. If the conducts of an administrative authority no longer exert any influence on the effect of contract, it will certainly render some state control measures futile.<sup>18</sup> For that reason, the CTMO when reviewing and checking the assignment of a trademark shall examine the substantial legitimacy of the trademark assignment contract, namely, irrespective of the

terms agreed upon in the contract, the CTMO shall examine whether the use of the mark by both parties may cause confusion among consumers.<sup>19</sup>

The review and approval of the CTMO is, in nature, similar to “approval” stipulated under Article 44.2 of the Contract Law on the grounds that they are both related to limitations on autonomy of private law by intervening the effect of contract by a governmental authority with administrative power. Of course, there are differences between the “approval” and the review and approval of the CTMO. The former is the formality requirement for enforceability of contract. If the contract does not go through an approval process, it indicates that the contract does not enter into force, not that the contract is invalid.<sup>20</sup> The parties concerned are legally bound by the contract and the party obliged to go through the approval process shall still proceed with the approval procedure, provided that the contents of the contract do not violate the law, compulsory provisions of administrative regulations or the public interest. The latter is related to substantive examination of the contents of trademark assignment by the CTMO due to its special power. Thus, the review and approval is not only a formality but also a substantive requirement for enforceability of the contract. An administrative authority supervises transactions cautiously on the condition of freedom of action and to prevent the transactions from violating the public interest.<sup>21</sup>

In summary, decision on whether a contract satisfies enforceability requirements is the key to determination of effect of the contract as to separate assignment of similar marks. To resolve related disputes, the court shall take the following steps: firstly, whether an agreement has been reached and a contract has been formed; and secondly, whether the marks required to be assigned concurrently in the CTMO’s Notice of Correction of Assignment Application are similar to those to be assigned as agreed in the contract, whether the goods to which they are designated for use are identical or similar, and thus whether separate assignment of marks may cause confusion among consumers. Although the CTMO makes a preliminary judgment, the parties concerned would file suit to court where there is a dispute over the CTMO’s decision, as is often the case. In this sense, the court, as a final adjudicator, shall draw a conclusion. Finally, the effect of contract can be determined in accordance with the above conclusion. If no confusion is caused among consumers, the contract is valid; otherwise, the contract is invalid.

### III. Legal consequences of invalid contracts as to separate assignment of similar marks

An invalid contract is definitely invalid from the beginning. Nevertheless, such overly harsh legal consequences have disadvantages, such as reduced efficiency in transactions or difficulty in protection of interests of a *bona fide* third party. Consequently, the legal systems of various countries set forth many measures for remedying contract invalidation, and only when there is no remedying way, contract will be invalid.

#### 1. Remedies for invalid contract

There are many systems that alleviate the harsh consequences of invalidation of contract, such as, validation in part, contract interpretation, conversion of null and void conducts, relative invalidation.<sup>22</sup> Conversion of null and void juristic act means that a juristic act, which is null and void and does not result in legal effects intended by the parties, shall be converted into other act under certain conditions so as to make it effective.<sup>23</sup> Conversion of invalid contract means that an invalid contract can be converted into other enforceable contract with full respect for the autonomy of free will of the parties.<sup>24</sup> This is a remedy for invalid contracts and is of positive significance in stabilizing social transaction relations and protecting interests of both parties. In order to make the contract as to separate assignment of similar marks as enforceable as possible, the court can coordinate with the parties to remedy the invalid contract, which complies with the spirit that “the application shall be first rectified within a prescribed time limit; otherwise it shall be deemed to be waived” of the Implementing Regulations of the Trademark Law, and also with the requirement that “mediation goes first” for judicial trials. The crux of remedying the contract as to separate assignment of similar marks is to avoid confusion among consumers, therefore the court may resort to mediation to persuade the mark owner to assign all the similar marks concurrently to the assignee. For type 5 judgments, the court closed the cases through mediation with the same solution that the assignee obtains the right to all the similar marks with increased costs. The increased costs, which are equivalent to the assignment fees for rest similar marks, are not high. For instance, in a dispute over trademark assignment contract between Changli Electrical Appliance Plant/Ouyang Yongji and Saierdeng Lighting Co./

Yuan Chuanbin, both parties reached an agreement through mediation before the court, i.e., “Ouyang Yongji pays extra 15,000RMB to Yuan Chuanbin, and Yuan Chuanbin guarantees to unconditionally assist Saierdeng Lighting Co. in assignment of all similar registered marks used for similar goods”.<sup>25</sup> This makes a new arrangement for the non-concluded agreement between both parties through further negotiation, and may avoid unwanted ruling in which interests of both parties cannot be well balanced.<sup>26</sup>

#### 2. Legal consequences of invalidation of contracts

In judicial practice, it is hard to balance the interests of the contracting parties under the circumstances that when similar marks are not assigned concurrently, the contracting assignor intends to assign the rest similar marks at a high price, but the assignee claims for free assignment of the rest marks in accordance with the Notice of Correction of Assignment Application issued by the CTMO. Then, in light of Article 52 of the Contract Law, the contract shall be declared invalid, cannot be performed and enforced, and is unable to result in legal consequences expected by the parties concerned. Pursuant to Article 58 of the Contract Law, the party at fault shall compensate the other party for the loss incurred as a result therefrom and be liable for negligence of contract conclusion. The assignor of similar marks shall know clearly about the similar marks in its possession. If those similar marks are assigned in part to the opposite party, it can usually be presumed that the assignor is subjectively at fault. If the assignee has spent some time and money in preparation for the use of the marks, it can claim compensation for its loss from the assignor.

Pursuant to Article 57 of the Contract Law, if a contract is null and void, it shall not affect the validity of the dispute resolution clause. For type 4 judgments, the court mentioned in the fact-finding part that in a dispute over trademark assignment contract, both contracting parties have agreed upon the dispute resolution clauses in the trademark assignment contract. Finally, the court made a judgment accordingly. For instance, in a dispute over trademark assignment contract between Zuyuan Sports Goods Co., Ltd. and Luozi Clothing Co., Ltd., both contracting parties agreed in the contract that “if the assignee suffers loss due to double selling or non-concurrent assignment of similar marks of the assignor, the assignor shall refund twice the fees for trademark assignment and compensate the assignee for all its loss”. The court ruled that “the clause specifies the liabilities of both parties for breach of contract. The

plaintiff is entitled to claim a refund of assignment fees twice and compensation for loss from the defendant in accordance with that clause.”<sup>27</sup> Although the assignee has a great difficulty in deciding the number of similar marks possessed by the assignor, it can still evaluate the risk of trademark assignment to some extent as long as it realizes that similar marks shall be assigned concurrently. If the dispute resolution manner can be written in trademark assignment contract, the assignee will be at a great advantage in maintaining its interests and resolving potential disputes. ■

The authors: Du Ying, professor and Ph.D. supervisor at Law School of Central University of Finance and Economics; Song Yimiao, a post graduate student at Law School of Central University of Finance and Economics.

<sup>1</sup> This paper is funded by the National Social Science Fund (No. 14BFX105) and entitled “Research on Trademark Infringement of On-line Trade Platform Provider”.

<sup>2</sup> Karl Larenz (Ge) (2003). *Allgemeiner Teil des bürgerlichen Rechts (I)* (pp.41-44), translated by Wang Xiaoye, et al. Law Press China.

<sup>3</sup> Geng Lin (2009). *Mandatory norms and contractual effect* (p.44). China Democracy and Law Press.

<sup>4</sup> Sun Guozhen (2014). Judgments on contract as to separate assignment of similar registered marks and value selection thereof. *People's Jury*, 12, 84-88.

Dai Tao & Yang Lin (2012). Study on effect of contract as to separate assignment of similar marks. *Journal of Jiangsu Police Institute*, 7, 74-77.

<sup>5</sup> Shi Shangkuan (2000). *General theory of civil law* (p. 330). China University of Political Science & Law Press.

<sup>6</sup> Research Office of the Supreme People's Court (2009). *Understanding and application of Judicial Interpretation of the Supreme People's Court on the Contract Law (II)* (pp.106-113). People's Court Press.

Wang Limin (2012). Judging criteria for invalid contracts. *Journal of Law Application*, 7, 2-8.

<sup>7</sup> Du Ying (2012). *Social development and trademark concept: The past, present and future of trademark regime* (pp. 238-244). Peking University Press.

<sup>8</sup> Wu Handong (2008). *Evaluation and legislative proposals of Chinese IP system* (pp. 247-270). Intellectual Property Press.

<sup>9</sup> Dieter Medicus (2000). *Allgemeiner teil des BGB* (pp.368-370) (translated by Shao Jiandong). Law Press China.

<sup>10</sup> G. H. L.Fridman (1967). Freedom of Contract. *Ottawa Law Review*, 2, 1-22.

<sup>11</sup> Zhao Xudong (2000). Legally binding force and effect of contracts, as well as establishment and entry into force of contracts. *China Legal Science*, 1, 80-85.

<sup>12</sup> Li Xirui (2013). Study on further protection of public interests of the new Trademark Law. *Intellectual Property*, 10, 27-32.

<sup>13</sup> The Civil Judgment No. Yanzhiminchuzi 0046/2013.

<sup>14</sup> Wang Liming, Fang Shaokun & Wang Yi (2011). *The Contract Law (3rd edition)* (pp. 211-212). China Renmin University Press.

Han Shiyuan (2004). *General theory of contract law* (pp. 589-590). Law Press China.

<sup>15</sup> The Civil Judgment No. Zheshaozhizhongzi 7/2015.

<sup>16</sup> Qu Tianming (2011). Study on relations between effect of registered trademark assignment contract and change in ownership of trademark right—reflections on a dispute over “Lao Yu Shu” trademark assignment. *Journal of Qingdao University of Science and Technology (Natural Science Edition)*, 12, 85-90.

<sup>17</sup> Shang Qingfeng (2011). On modes of commercial mark rights alteration. *Intellectual Property*, 7, 55-59.

<sup>18</sup> Wu Guangrong (2013). Influence of administrative review and approval on contractual effect: Theories and practice. *The Jurists*, 1, 98-114.

<sup>19</sup> Huang Wushuang & Liu Wei, et al. (translators) (2013). *Trademark coexistence: Theories and precedents* (pp. 59-67). Law Press China.

<sup>20</sup> Wang Limin (2001). *Study on new issues in the Contract Law* (pp. 323-324). China Social Science Press.

<sup>21</sup> Zhu Guangxin (2015). Effect of Contract not going through statutory approval process—Introduction to Article 44.2 and relevant provisions of the Contract Law of the PRC. *Studies in Law and Business*, 6, 81-91.

<sup>22</sup> Wang Weiguo (1995). On contract invalidation system. *Chinese Journal of Law*, 3, 11-24.

Li Wentao (2011). Absolute invalidation and relative invalidation of contract—Interpretation of a technical contractual effect evaluation rules. *The Jurists*, 3, 74-87.

<sup>23</sup> Wang Zejian (2011). *General theory of civil law* (pp. 389-390). Peking University Press.

<sup>24</sup> Li Wentao (2011). Absolute invalidation and relative invalidation of contract—Interpretation of a technical contractual effect evaluation rules. *The Jurists*, 3, 74-87.

<sup>25</sup> The Civil Judgment No. Yufaminsanzhongzi 34/2009.

<sup>26</sup> Kong Xiangjun (2012). On eight relations in Chinese trademark judiciary—Commemorating the 30th anniversary of the promulgation of the Trademark Law. *Intellectual Property*, 7, 3-36.

<sup>27</sup> The Civil Judgment No. Quanminchuzi 25/2014.