

Pleas in law and main arguments

In support of the action, the applicant relies on a single plea in law, based on an alleged breach of contract by the defendant, which, the applicant alleges, failed to provide any detail or information regarding its project to the relevant national funding authority and failed to fulfil its contractual obligations, thus justifying termination of the contract as far as the defendant was concerned pursuant to the relevant provisions of Article II.20.1 of Annex II to the Grant Agreement.

Action brought on 5 February 2019 — Sixsigma Networks Mexico v EUIPO — Dokkio (DOKKIO)

(Case T-67/19)

(2019/C 112/56)

Language of the case: English

Parties

Applicant: Sixsigma Networks Mexico, SA de CV (Mexico city, Mexico) (represented by: C. Casas Feu, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Dokkio, Inc. (San Mateo, California, United States)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: International registration designating the European Union in respect of the word mark DOKKIO — International registration designating the European Union No 1 308 971

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Second Board of Appeal of EUIPO of 21 November 2018 in Case R 1187/2018-2

Form of order sought

The applicant claims that the Court should:

- annul the contested decision to the extent that it rejects opposition B 2800087;
- order EUIPO to pay the costs incurred by Sixsigma Networks Mexico, SA de CV;
- order Dokkio, Inc. to pay the costs incurred by Sixsigma Networks Mexico, SA de CV.

Plea in law

- Infringement of Article 8(1)(b) of Regulation (EU) 2017/1001 of the European Parliament and of the Council.
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