



Reports of Cases

Judgment of the General Court (Second Chamber) of 21 December 2022 – Simba Toys v EUIPO – Master Gift Import (BIMBA TOYS)

(Case T-129/22)¹

(EU trade mark – Opposition proceedings – Application for the EU figurative mark BIMBA TOYS – Earlier international word and figurative marks Simba – Earlier trade name Simba Toys GmbH & Co. KG – Relative ground for refusal – Likelihood of confusion – Article 8(1)(b) of Regulation (EU) 2017/1001 – Comparison of the goods – Article 8(4) of Regulation 2017/1001 – Proximity of the economic sectors)

1. *EU trade mark – Definition and acquisition of the EU trade mark – Relative grounds for refusal – Opposition by the proprietor of an earlier identical or similar mark registered for identical or similar goods or services – Similarity between the goods or services in question – Criteria for assessment*

(European Parliament and Council Regulation 2017/1001, Art. 8(1)(b))

(see paragraphs 25, 34, 35, 38, 43)

2. *EU trade mark – Definition and acquisition of the EU trade mark – Relative grounds for refusal – Opposition by the proprietor of an earlier identical or similar mark registered for identical or similar goods or services – Likelihood of confusion with the earlier mark – Figurative mark BIMBA TOYS and word and figurative marks SIMBA*

(European Parliament and Council Regulation 2017/1001, Art. 8(1)(b))

(see paragraphs 39-42, 45-47, 50, 56, 63, 68, 69)

3. *EU trade mark – Definition and acquisition of the EU trade mark – Relative grounds for refusal – Opposition by the proprietor of an unregistered trade mark or other sign used in the course of trade – Conditions – Assessment by reference to the criteria determined by the national law governing the sign relied on – Verification of the content of national law – Scope*

(European Parliament and Council Regulation 2017/1001, Art. 8(4); Commission Regulation 2018/625, Art. 7(2)(d))

(see paragraphs 72, 80, 81)

¹ OJ C 171, 25.4.2022.

Operative part

The Court:

1. Dismisses the action;
2. Orders Simba Toys GmbH & Co. KG to pay the costs.