



Reports of Cases

Judgment of the General Court (Seventh Chamber) of 29 November 2012 — Hopf v OHIM (Clampflex)

(Case T-171/11)

(Community trade mark — Application for Community word mark Champflex — Absolute grounds for refusal — Descriptiveness — Article 7(1)(c) of Regulation (EC) No 207/2009 — Lack of distinctiveness — Article 7(1)(b) of Regulation No 207/2009 — Duty to state reasons — Article 75 of Regulation No 207/2009)

1. *Community trade mark — Definition and acquisition of the Community trade mark — Absolute grounds for refusal — Marks composed exclusively of signs or indications capable of designating the characteristics of a product or service — Concept (Council Regulation No 207/2009, Art. 7(1)(c)) (see paras 24-27)*
2. *Community trade mark — Definition and acquisition of the Community trade mark — Absolute grounds for refusal — Marks composed exclusively of signs or indications capable of designating the characteristics of a product or service — Marks devoid of any distinctive character — Word mark Clampflex (Council Regulation No 207/2009, Art. 7(1)(b) and (c)) (see paras 28-43, 46-50, 54-56)*
3. *Community trade mark — Definition and acquisition of the Community trade mark — Absolute grounds for refusal — Separate examination of the grounds for refusal in relation to each of the products or services covered by the application for registration — Duty to state reasons for the refusal to register — Scope (Council Regulation No 207/2009, Arts 7(1)(c) and 75) (see paras 44, 45)*

Re:

ACTION brought against the decision of the Fourth Board of Appeal of OHIM of 19 January 2011 (Case R 1514/2010-4) concerning an application for registration of the word mark Champflex as a Community trade mark.

Operative part

The Court:

1. Annuls the decision of the Fourth Board of Appeal of the Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) of 19 January 2011 (Case R 1514/2010-4) in so far as it concerns the goods 'syringes';
2. Dismisses the action as to the remainder;
3. Orders Mr Hans-Jürgen Hopf to bear his own costs and to pay half the costs of OHIM, and orders OHIM to bear half of its own costs.