

SUMMARIES

REGISTRABILITY OF COLOUR MARKS AND COLOUR COMBINATION MARKS IN THE FASHION INDUSTRY IN THE LIGHT OF THE LEGAL PRACTICE OF RECENT YEARS

Dr Nelli Livia Nagy-Kocsomba

After bringing on the non-conventional marks – with special regard to the color marks – the study analyzes the question of the enforcement by demonstrating some interesting and lesser-known court cases. First we are going to get inside into the registration of such marks, by reviewing the practice both of the European Union and the United States of America. The types of the color marks are introduced, and the following question is examined: why do the biggest players of the fashion industry try to appropriate colors? Finally specialties of the trademark infringement procedures, especially court cases, which involve color marks are described.

QUESTIONS RELATED TO THE LEGAL REGULATION OF PUBLISHING CONTRACTS

Anna Viltsek

In the study the author examines how the legal regulation of the publishing contracts has developed to the present state. A special feature of the publishing contract is to be part of the copyright law, having a close link to the civil law, especially to the law of obligations. Copyright law and publishing contracts have a common origin: both of them actually evolved from the prohibition on any unauthorized reprinting of a publication. The first study on copyright law in Hungarian was published in the so-called Reform Era, written by Ferenc Toldy, that work even defines the notion of an author's ownership. The first legislative regulation of the publishing contract was in the 1875 Article Nr. XXXVII. of Trade Act, mentioned among commercial transactions, consequently protecting the interests of publishers in the first place. The first Copyright Law was the 1884 Article Nr. XVI., rejecting the approach taken by Toldy, and considering Copyright Law as a separate area of legislation. An important new element of the 1921 Article Nr. LIV. of Copyright Law was to regulate the transfer of utilization in a detailed way. The publishing contract was included first in the 1969 Act Nr. III. of Copyright Law, as well as in the 1999 Act Nr. LXXVI. of Copyright Law currently in force. The central part of this study gives a presentation of the publishing contract in the Copyright Law effective today. In addition to the traditional

paper-based books e-books are mentioned as well, because today they can also be objects of a publishing contract.

ENFORCEMENT BY THE LICENSEE

Dr Sándor Vida

The license agreement in respect of an EU trademark was not registered, but the agreement authorised the licensee to sue eventual infringers. In the reported case the infringer of the mark referred to Article 23(1) of the EU Regulation stressing that the licensee is not registered. This excuse was not successful, he was condemned. But the Court of Appeal of Düsseldorf referred the case to the EU Court of Justice. The latter held (C-163/15) that the licensee may bring proceedings alleging infringement although the licence has not been entered in the Register. Some German authors wrote comments on the judgement, reported is on those of Fammler, Ebert-Weidenfeller and Matthes. The author of the article believes that although the Hungarian Trademark Act rules also on obligatory registration of licence agreements, in a similar situation Hungarian courts would judge as the EU Court of Justice did.