

## SCHEDULE 1

### Amendments to the Registered Designs Act 1949

#### 2. After section 15 there shall be inserted—

*“Property in and dealing with registered designs and applications*

#### **The nature of registered designs**

**15A** A registered design or an application for a registered design is personal property (in Scotland, incorporeal moveable property).

#### **Assignment, &c of registered designs and applications for registered designs**

**15B.**—(1) A registered design or an application for a registered design is transmissible by assignment, testamentary disposition or operation of law in the same way as other personal or moveable property, subject to the following provisions of this section.

(2) Any transmission of a registered design or an application for a registered design is subject to any rights vested in any other person of which notice is entered in the register of designs, or in the case of applications, notice is given to the registrar.

(3) An assignment of, or an assent relating to, a registered design or application for a registered design is not effective unless it is in writing signed by or on behalf of the assignor or, as the case may be, a personal representative.

(4) Except in Scotland, the requirement in subsection (3) may be satisfied in a case where the assignor or personal representative is a body corporate by the affixing of its seal.

(5) Subsections (3) and (4) apply to assignment by way of security as in relation to any other assignment.

(6) A registered design or application for a registered design may be the subject of a charge (in Scotland, security) in the same way as other personal or moveable property.

(7) The proprietor of a registered design may grant a licence to use that registered design.

(8) Any equities (in Scotland, rights) in respect of a registered design or an application for a registered design may be enforced in like manner as in respect of any other personal or moveable property.

#### **Exclusive licences**

**15C.**—(1) In this Act an “exclusive licence” means a licence in writing signed by or on behalf of the proprietor of the registered design authorising the licensee to the exclusion of all other persons, including the person granting the licence, to exercise a right which would otherwise be exercisable exclusively by the proprietor of the registered design.

(2) The licensee under an exclusive licence has the same rights against any successor in title who is bound by the licence as he has against the person granting the licence.”