



BENNY KONG & YEUNG  
SOLICITORS

江炳滔律師事務所

Agents for Patents, Trade Marks and Designs  
專利、商標及外觀設計註冊代理人

知識產權  
管理計劃  
IPMM

DATE: 14<sup>th</sup> May 2009  
OUR REF: 13287-L/BK/B/126-小春蜂窩  
YOUR REF: Mr. Edmond Yeung/ Ms. Katherine Law  
REPLY TO: Direct email: [katherinelaw@bk.com.hk](mailto:katherinelaw@bk.com.hk)

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**BY POST BY FAX (86-574-6247-6673)**

余姚市城区小春蜂窩包装材料制品厂  
中国 浙江 余姚市 方桥东街 88 号  
315400

Attn: 邵晴春 先生

Dear Sir,

**Re: Infringement of Copyright**  
**Respondent: 余姚市城区小春蜂窩包装材料制品厂**

We refer to your letter dated 23<sup>rd</sup> April 2009.

Appended hereunder are the particulars of the Copyright Works our client relies upon in the above matter:-

1. Our client is the owner of the copyright subsisting in original artistic works in relation to the design of the led light product with model no. H-620 ("our client's Product").
2. The said original artistic works include ten (10 nos.) production drawings ("the said production drawings").
3. The said production drawings were made by Mr. Yu Wing Wah of Honwell Products (HK) Ltd. in August 2005.
4. You may inspect the said production drawings at our office upon mutual arrangement.
5. In the premises, our client is the owner of the copyright in the said production drawings.
6. The said copyright was published when our client's Product manufactured in accordance with the said artistic works was offered for sale in or about February 2006.

.../2

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14<sup>th</sup> May 2009

余姚市城区小春蜂窝包装材料制品厂

Appended hereunder are the particulars of the Registered Design our client relies upon in the above matter:-

1. Our client is also the registered proprietor of the design of our client's Product in the Hong Kong Registered Designs Registry with registration no. 0802486.9M015 ("the Hong Kong Registered Design").
2. Our client's present claim is one for both infringement of copyright and registered design.

To save parties from the outlay of costs and time, our client offers to settle, if at all possible, the above matter by the following terms ("the said Offer"):-

1. You do sign the attached Letter of Undertaking; and
2. You do pay to our client HK\$5,000 as the agreed damages of our client.

The said Offer is open for acceptance for a period of ten (10 nos.) days and will lapse if not accepted in time. If no acceptance is received on or before 24<sup>th</sup> May 2009, our client will appoint PRC attorneys to institute Court proceedings against you without further notice for injunctions, orders for delivery up, disclosure, legal costs and damages to compensate our client's losses.

If you have any questions, please contact our Ms. Katherine Law at (+852) 2519 3567.

如對以上有任何問題，請與本行羅小姐聯絡 (電話 +852-2519-3567)。

Yours faithfully,

BENNY KONG & YEUNG, Solicitors

Encl

EY/kl

c.c. client

## Letter of Undertaking

This Letter of Undertaking is made this      day of      2009 by 余姚市城区小春蜂窝包装材料制品厂 of 中国浙江省余姚市方桥东街 88 号 315400 (“Party A”) in favour of Honwell Products (HK) Limited of Flat A, 12<sup>th</sup> Floor, Waylee Industrial Centre, 30-38 Tsuen King Circuit, Tsuen Wan, Hong Kong SAR (“Party B”).

### **WHEREAS:**

- (1) Party B is the owner of the copyright subsisting in original artistic works in relation to f the led light product with model no. H-620 (“Party B’s Product”).
- (2) Party B also is the registered proprietor of the design of Party B’s Product in the Hong Kong Registered Designs Registry with registration no. 0802486.9M015 (“the Hong Kong Registered Design”) A copy of the photograph of Party B’s Product is featured on the right:-
- (3) Party A has been promoting, offering and/or exposing for sale led light product named “供应 LED 拍拍灯 触摸灯 衣柜灯 橱柜灯 可调节” (“Suspect Products”) which is substantially similar to Party B’s Product. A copy of the photograph of Party A’s Product is featured on the right”-



### **NOW PARTY A AGREES that:**

In consideration of Party B forbearing to issue Court proceedings against Party A for Party A’s past infringement of copyright in respect of the matter referred to in (3) above, Party A:-

- (1) Undertakes that it will not at any time in the future, whether in Hong Kong or elsewhere in the world, whether by itself, its director(s) or otherwise deal in or with the Suspect Product.
- (2) Undertakes to deliver up, within ten (10 nos.) days from the date hereof, all existing stock of the Suspect Product, all promotional materials, catalogues, stationery, packing and all articles thereof (if any).
- (3) Undertakes to disclose, within ten (10 nos.) days from the date hereof, the names and addresses of the supplier(s) of the Suspect Product with documents.
- (4) Agrees to pay to Party B costs of and incidental to this matter, to be taxed, if not agreed.

Signed by

For and on behalf of 余姚市城区小春蜂窝包装材料制品厂

Date: