



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:

3rd June 2010

OUR REF:

13287-L/BK/B/126-waywell

YOUR REF:

REPLY TO:

Ms. Jennifer Chong/ Ms. Elsie Lau
Direct email: elsielau@bk.com.hk

香港金鐘夏慤道16號遠東
金融中心 29樓2901室
Unit 2901, 29th Floor, Far
East Finance Centre, 16
Harcourt Road, Admiralty,
Hong Kong

☎ : +852 2519 3567
☎ : +852 2519 3610
(Litigation)
+852 2519 9758
(Registration)
✉ : enquiry@bk.com.hk
🌐 : www.bk.com.hk

BY POST BY FAX (86-574-87892876) BY EMAIL (wayne@waywell.com)

Ningbo Waywell International Co Ltd
5 Floor, No.11 New Skyland Mansion,
No. 689, North Century Boulevard,
Ningbo, Zhejiang,
China, 315040

Attn: Mr. Zhang, Wayne

Dear Sir,

Re: Infringement of Copyright
Respondent: Ningbo Waywell International Co Ltd

We refer to the above matter.

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) Limited 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.

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3rd June 2009
Ningbo Waywell International Co Ltd

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\$6,000 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 13th June 2010, 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. Elsie Lau at (+852) 2519 3567.

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

Yours faithfully,

BK&Y

BENNY KONG & YEUNG, Solicitors
Encl
JC/llk
c.c. client

Letter of Undertaking

This Letter of Undertaking is made this day of June 2010 by Ningbo Waywell International Co., Ltd. of 5/F, No.11 New Skyland Mansion, No.689, North Century Boulevard, Ningbo, Zhejiang, China 315040 ("Party A") in favour of Honwell Products (HK) Limited of Flat A, 12th 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 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 "LED Touch Light, Easy to Stick with EVA Glue, Operated by 1.5V Battery" with model no. ww-pt-237 ("Suspected Product") 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 Suspected Product.
- (2) Undertakes to deliver up, within ten (10 nos.) days from the date hereof, all existing stock of the Suspected 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 Suspected 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 Ningbo Waywell International Co., Ltd.
Date: