Community trade mark — Definition and acquisition of the Community trade mark — Relative grounds for refusal — Opposition by the proprietor of an earlier identical or similar mark registered for identical or similar goods or services — Likelihood of confusion with the earlier mark (Council Regulation No 207/2009, Art. 8(1)(b)) (see paras 61-62)

Re:

ACTION brought against the decision of the Second Board of Appeal of OHIM of 11 August 2009 (Case R 1005/2008-2), relating to opposition proceedings between Bayerische Asphaltmischwerke GmbH & Co. KG für Straßenbaustoffe and Koninklijke BAM Groep NV.

Operative part

The Court:

1. Dismisses the action;

2. Orders Bayerische Asphaltmischwerke GmbH & Co. KG für Straßenbaustoffe to pay, in addition to its own costs, the costs incurred by the Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) and by Koninklijke BAM Groep NV, including, as regards the latter, the costs necessarily incurred for the purposes of the proceedings before the Board of Appeal.

Judgment of the General Court (Fifth Chamber) of 26 October 2011 — Intermark v OHIM — Natex International (NATY'S)

(Case T-72/10)

(Community trade mark — Opposition proceedings — Application for Community word mark NATY'S — Earlier Community figurative mark Naty — Relative ground for refusal — Likelihood of confusion — Similarity of goods — Article 8(1)(b) of Regulation (EC) No 207/2009 — Partial rejection of opposition)

Community trade mark — Definition and acquisition of the Community trade mark — Relative grounds for refusal — Opposition by the proprietor of an earlier identical or similar mark registered for identical or similar goods or services — Likelihood of confusion with the earlier mark (Council Regulation No 207/2009, Art. 8(1)(b)) (see paras 25, 38, 40)

Re:

ACTION brought against the decision of the Second Board of Appeal of OHIM of 2 December 2009 (Case R 953/2009-2) relating to opposition proceedings between Intermark Srl and Natex International Trade SpA.

Operative part

The Court:

1. Dismisses the action;

2. Orders Intermark Srl to pay the costs.