

Recording Title Updates

This topic will cover various title updates including:

- Assignments
- Company mergers
- Changes of Name and/or Address
- Changes of Legal Form
- Changes of Address for Service

When we refer to title updates, we are not referring to the IP title but rather to the right to hold title (or ownership) in a trade mark.

Owners of trade marks are often referred to as (IP) holders or as registered proprietors when a mark is registered or applicants when a mark is pending. The terms are often interchangeably used.

It is important that such changes are recorded and recorded promptly. There are several reasons for this:

- Official correspondence is sent to the Address for Service; if this has changed, the correspondence may not reach the representative and important deadlines may be missed
- TM searching can be more accurate if Registers are correct; it can be difficult to produce an up-to-date schedule of cases for an owner if changes in title have not been recorded and mark(s) stand in previous name(s)
- Your client will not be able to take action against any possible infringement if ownership of the mark is not up-to-date and properly recorded. By the time any change in title is recorded it may be too late to take action
- Some overseas countries charge a fine if title updates are not recorded within a certain timescale. Depending on how long it is between the change taking place and the recordal request being filed, this could be expensive

Assignments

An assignment is the formal transfer of ownership of the rights in a trade mark from the registered proprietor to someone else, whether that is an individual or a company. This includes changes of ownership such as company mergers, changes of partners in partnerships at will and changes of trustees where the mark is registered in the name of trustees.

Assignor: the party who currently owns the rights – the current registered proprietor

Assignee: the party who is acquiring these rights - the new owner

Under the UK Trade Marks Act, an assignment must be in writing. It should contain the following information:

- Name and address details of the assignor
- Name and address details of the assignee

- Details of the trade mark(s) being assigned – country, trade mark application or registration number and IP title. The dates of filing/registration are often also indicated for clarity.
- Ideally, whether the mark(s) is being assigned with goodwill or not
- The sum being paid by the assignee to the assignor
- The date of the assignment
- Signatures of authorised signatories of both parties

For UK companies, it is also good practice to refer to the company numbers in assignment deeds.

You are not expected to be able to draft Deeds of Assignment.

Once a Deed of Assignment has been executed by both parties, it must then be recorded with the UKIPO. The recommended time frame for recordal is within six months of the effective date. This is because if the mark is infringed before the assignment is recorded, if infringement proceedings are brought in the new owner's name, a court shall not award costs unless an assignment application is made within six months of the assignment date.¹⁸

Under Scottish law, the transfer of rights is referred to as an Assignment and not an assignment. As such, the document is not known as a Deed of Assignment in Scotland – it will likely be an Assignment or a Contract of Transfer.

You do not need to know about Stamp Duty as it is not payable if the assignment is in respect of IP only, or IP and related goodwill only, and is dated on or after 28 March 2000 (which nearly all assignments are these days).

Company Mergers

A company merger can require both recordal of assignment and/or Change of Name, depending on which entity is the owner of the marks. For example

ABC Limited merges into XYZ Limited; XYZ Limited is the surviving company and changes its name to 123 Limited so:

Trade marks owned by ABC Limited: must first be assigned to XYZ Limited;

and then

Trade marks owned by XYZ Limited: recordal of Change of Name to 123 Limited

Changes of Name and/or Address

As the name would suggest, this is simply where the owner – whether a company or an individual – has changed their name or address or, on occasion, both. In the example above, where XYZ Limited has changed name to 123 Limited, this change must be recorded on the Register. If 123 Limited has also changed their registered office address, this should also be recorded.

¹⁸ There are also provisions if it was "not practicable" to record an assignment within six months

Change of Legal Form

A change of legal form is usually most similar to a change of name. Unless it has involved the set up of an independent company, the company is still the same entity and it's only the entity type that has changed. This is much more common with overseas companies although you may still encounter this with UK firms but to a lesser degree. An example of a change of legal form would be ABC Limited changing to ABC plc. This is still the same entity and their company number with Companies House will remain unchanged.

Change of Representative

Where professional representation of an owner has changed from one firm to another, the new representative's details should be recorded with the UKIPO. This is known as the Address for Service and the UKIPO will send all correspondence to the Address for Service if one is recorded. If there is no Address for Service recorded the UKIPO will send correspondence directly to the owner.

Recording Changes on the UK Register

These changes are recorded by the Register Maintenance section of the UKIPO. Useful information on their processes can be found here: <https://www.gov.uk/guidance/trade-marks-manual/register-maintenance>.

Regardless of the change to be recorded, in all instances you should first check the UK Register online to establish the details currently recorded. This will assist you in establishing exactly what is required to be recorded, which form you require and the fees payable.

Form TM16 - Assignment

The Assignee must apply to the Registrar for the assignment to be entered on to the UK Register by way of Form TM16. This form must be signed on behalf of both the Assignor and the Assignee, but their representative(s) can do this on their behalf.

If you are already recorded as the representative for the assignor and are also acting for the assignee, it is not necessary to submit any supporting documentation. However, if you are not the current recorded representative for the mark(s) in question, it is either necessary to submit documentation (such as a copy of the Deed of Assignment) to verify the transaction or get the assignor or assignor's representative to sign the Form TM16.

A TM16 is not a substitute for the assignment or transfer documents. For the assignment to be effective, it needs to fulfil the requirements discussed above. A TM16 is merely the form to make the recordal.

Completing the form:

Item 1 – enter your reference number for this matter

Item 2 – enter the trade mark number(s). If there is not enough space, use the continuation sheet provided and remember to tick the box

Item 3 – indicate the name of the current recorded owner (the assignor)

Item 4 – indicate the name and address details of the new owner (the assignee) and their legal form. If a UK registered company, you should enter the company registration number

- Item 5 – enter the representative details for the new owner
- Item 6 – indicate the effective date of the transfer of rights
- Item 7 – indicate the nature of the transfer: assignment, company merger, etc.
- Item 8 – indicate whether or not stamp duty is payable (this will likely be no)
- Item 9 – signatures of both parties to the transfer, or their representative(s). If old owner or old owners representative(s) cannot sign, you can provide a copy of the assignment document as supporting documentary evidence
- Item 10 – you only need to complete this section if the person making the request is different to either the assignee (recorded at item 3) or their representative (recorded at item 4)
- Item 11 – if you are filing any other requests at the same time, indicate the forms details here
- Item 12 – here you can add your name and contact details, should the UKIPO need to contact you.

Scroll down to page 7 – FS2 form to complete

Rule 40(a) requires that the following information shall be entered in the register:

- the name and address of the assignee;
- the date of the assignment; and
- if the Registrar is not notified of the transaction within six months of it taking place, they will also record the date when they received such notification as the 'effective filing date'

The official fee is currently £50 regardless of the number of marks being assigned.

Form TM16P - Partial Assignment

Section 24(2) provides for the partial assignment of a registered mark for:

- some but not all of the goods or services; or
- use of the mark in a particular manner or a particular locality.

A partial assignment is also known as 'splitting' a mark; for example, the owner of a trade mark registered in Classes 25, 32 and 33 has decided to transfer the rights in Class 25 only to a third party. The current owner will retain the rights to use the mark in respect of the goods covered by Classes 32 and 33, and the third party – the assignee – will acquire the rights to use in the mark in respect of the goods covered by Class 25.

It is not possible to split a series of marks.

In addition to the information normally entered in the Register regarding assignment, a partial assignment will also include a description of the right being assigned.

Once a mark is split, each part becomes a registration in its own right and will retain the original number with the addition of a single-letter suffix e.g. UK0001346766A and UK0001346766B. Each mark is then a separate registration and must be separately renewed.

The official fee for a TM16P is the same as that for a TM16: £50.

Please be aware that partial assignment, or splitting of a mark, is different to dividing a mark. When a mark is partially assigned, it results in separate marks with separate and different owners. However, when a mark is divided, some of the goods or services (or whole classes) are moved to a divisional application or registration, but both the original mark and the divisional mark remain in the same ownership.

Form TM21A – Changes of Name, Address or Legal Form

Changes in the proprietor's name or address should be requested using Form TM21A. The UKIPO will query where they believe a form TM21A has been filed by mistake, for example, changing from an individual to a company name, and vice versa. Changes will normally cover all marks owned by the proprietor though a request may be made to change only some of the marks owned.

There is no official fee payable for filing a TM21A.

If you are applying to correct the name or address of an owner of a trade mark registration due to a clerical error, you should not use this form, but instead use Form TM26(R) to rectify the Register.

Form TM33 – Change of Representative

An applicant or proprietor may appoint or change a representative and change their Address for Service at any time during the prosecution of an application or after the registration of a mark. They should notify the UKIPO using Form TM33. The owner's new representative would normally do this on their behalf.

Owners without an address within the United Kingdom, Gibraltar or the Channel Islands must appoint a representative/address for service in the United Kingdom, Gibraltar or the Channel Islands.

Where a firm of attorneys changes its name or address and wants all the records for which it is the address for service altered, they can simply inform the UKIPO via email rather than using multiple forms TM33.

Once a Form TM33 has been completed and forwarded to the UKIPO, the representative details will be updated. The UK representative will receive all future correspondence from the UKIPO and from scrupulous third parties regarding the trade mark.

There is no official fee payable for filing a TM33.

Submission of Forms to the UKIPO

All of the forms mentioned above can be submitted in PDF format via email to forms@ipo.gov.uk.

Links to these forms can be found at: <https://www.gov.uk/government/publications/trade-mark-forms-and-fees/trade-mark-forms-and-fees>.

Payment of official fees to the UKIPO can be made in one of four ways:

1. by debit or credit card at <https://fees.ipo.gov.uk/pay>
2. using an IPO deposit account if your firm has one

3. by cheque
4. by bank transfer

Recording Changes on the International Register

As with UK recordals, firstly you should check the WIPO Register online (Madrid Monitor) to establish the details currently recorded. This will assist you in establishing exactly what is required to be recorded, which form you require and the fees payable.

eMADRID / WIPO IP PORTAL

This is a digital gateway providing you with centralised and secure self-service access to all the Madrid System online services and tools you need to manage your international trademark registrations including:

- Manage your representative
- Change holder details
- Change ownership
- Upload a form

WIPO – Assignment (MM5)

A request to record a change in ownership must be presented to WIPO using the online eMADRID WIPO IP Portal. The request may be presented to WIPO by

- the IP holder (or their recorded representative); (typical)
- the Office of the Contracting Party of the (recorded) holder; or
- the Office of the Contracting Party of the assignee

Where the request is filed through an Office, that Office may require the furnishing of evidence concerning the change of ownership. WIPO does not, however, require evidence of the change in ownership and no supporting documents (such as copies of the deed of assignment or other contract) should be sent to WIPO. There still needs to be a legal assignment document, it just doesn't get sent to WIPO.

You can request recordal for multiple international registrations on a single application (or Form MM5), provided that:

- the registrations are being transferred from the same recorded holder (assignor) to the same new holder (assignee); and
- that for each registration, the change applies to all of the designated Contracting Parties and concerns all of the goods and services

If this is not the case, you will need to file separate forms.

The assignee of an International Registration needs to have **entitlement** to own it, but it does not matter if the **base mark** of the registration is different to the country from which they claim entitlement.

The official fee is currently CHF 177 **per registration** (unlike the UK which is a single fee regardless of how many marks are included). You may choose to pay by current account

with WIPO (if your firm has one), or via payment made directly to either of WIPO's bank or postal accounts.

Completing the online form ([eMadrid \(wipo.int\)](https://www.wipo.int/eMadrid/))

1. Select 'Change ownership' in eMadrid and log in with your WIPO Account.
2. Indicate whether you want to perform a total or partial change.
3. Search and select the international registration(s) for which the transaction applies.
4. Enter the details of the transferor and the transferee, and – if applicable – the name of any new representative(s) and an address for correspondence.
5. Complete all required fields and check the information submitted.
6. Select your preferred payment method (Current Account at WIPO or credit card).
7. Sign electronically and submit the request.

WIPO - Changes of Name, Address or Legal Form (MM9)

You can use this form to request a Change of Name and Address of the IP holder, or a Change in their legal form but it is now possible to file these requests online.

The official fee is currently CHF 150 regardless of how many marks are included.

WIPO – Appointment of Representative (MM12)

If you are recording your firm as representative, either where there is none presently recorded or to replace the existing representative, you should use form MM12.

This works more like a Power of Attorney form. It needs to be signed by an authorised signatory of the holder (unlike a TM33, the representative cannot ordinarily sign).

WIPO does not require that the recorded representative is a national, domiciled or resident in a member state of the Madrid System.

Once recorded, WIPO will send all communications to the representative only.

Note that the recorded representative is appointed to act only before WIPO. It may be necessary to appoint a local agent to act before the Office of designated countries to respond to refusals or other office actions issued by the Office, or such agents may already be on record locally.

There is no official fee payable with this form.

While it is possible to file this form online, this must be done by the holder, which is not always practical.

Submission of forms to WIPO

Where forms cannot be completed online through the WIPO IP Portal, they can be submitted by using the Contact Madrid form found on WIPO's website.

Links to these WIPO forms can be found at <https://www.wipo.int/madrid/en/forms/> together with guidance notes on their completion.

Recording Changes against overseas registrations

Changes can also be made to overseas Registers. Typically, you would normally work with a local agent to establish what the requirements for recordal are, as they will have good understanding of the local legislation and practice.

It is good practice to contact the local agent at the earliest opportunity to establish exactly what is required and what sort of documents will be needed. You need to ensure you are fully aware of these requirements as providing the wrong documentation can cause delay or additional cost.

EU trade marks – unitary rights

An EU trade mark is a unitary right which means it cannot be partially assigned to cover only one or some member states.

Goodwill

Goodwill is essentially the recognition that a trade mark has with consumers and the extra value that this represents, i.e. consumers will want to buy a certain product because they recognise and value the brand name. Some countries require that a trade mark is assigned with goodwill in order for the transaction to be recorded or, if it is without goodwill, that this is specifically mentioned in the recordal.

Documents

The local agent will usually complete any relevant recordal forms, but it may be necessary for you to provide them with additional documentation. For example, a Change of Name may require a Power of Attorney to be executed in the new name together with an official document from Companies House (or the equivalent Companies Registration Office) evidencing the change. Some documents may require a verified translation into the local language and/or need to be notarised or legalised.

When handling overseas recordals, it can often be as part of a large (often worldwide) program involving multiple countries. It is vital that you take a clear and methodical approach and keep close track of what is required in each country, what documents have been submitted and the progress of each request, paying close attention to any deadlines.

And finally ...

Always check the documentation provided in relation to recordals. Most clients will not deliberately try to mislead you but may in all ignorance tell you that they need to record a Change of Name when, in fact, there have been two name changes and a Change of Legal Form. Always check the details on the Register to establish the current owner, and make sure that the supporting documentation you have been provided with checks out in relation to the change you are requesting. It is good practice to obtain supporting documentation for your own records, even if you do not need to submit this to the relevant Trade Marks Office. If a chain of title is not correctly recorded it could result in a registration being open to challenge in the future.

In the UK, Companies House - <https://www.gov.uk/government/organisations/companies-house> - is a great source of (mostly free) information. Here you can check and verify

company details and company name changes, directors, legal forms, registered office addresses and more.

Activities

1. DON'T DO THIS WITH LAST YEAR'S PAPER IF YOU WANT TO USE IT AS A MOCK EXAM LATER!

Go through a previous year's exam paper and identify any questions that relate to 'Recording Title Updates'.

Answer any relevant questions, referring to your notes if you need to. At this stage, don't worry how long it may take you, concern yourself with getting the right answers.

2. Go to the UKIPO website and familiarise yourself with Form TM16.
3. Go to WIPO's website and familiarise yourself with Form MM5.

Security Interests

What is a Security Interest?

A security interest is an agreement between two parties. These two parties are usually a creditor (bank or other financial institution) and an IP right owner (e.g. of a patent, trade mark or design).

The security interest agreement outlines the terms and conditions under which a creditor will make a loan to an IP right owner in which the IP rights are used as collateral (security).

This is useful because a trade mark owner may want to secure funds (money) to expand their business.

A trade mark owner can use the existing value of their brand as represented by trade mark registrations and applications as security to secure a loan from a creditor. They can do this on the condition that if they are unable to repay the loan and default, the creditor will take ownership of the trade mark registrations and applications used as security.

It is like getting a mortgage from a bank to buy a house, if you become unable to repay the loan, the bank repossesses or takes ownership of your house.

Security interest agreements are highly confidential as they relate to the trade mark owner's financial arrangements with a creditor/mortgagor/lender.

When a security interest is recorded on the Register it becomes a matter of public record so they are usually redacted to include only essential information. This is usually limited to the following:

- The parties (creditor/TM Owner).
- The grant of security (usually ownership in case of non-payment).
- Fixed charge/floating charge.
- Conversion of floating charge (on non-payment).
- Enforcement of security (on non-payment).
- Schedules (TM registrations/TM applications).
- Execution pages (signed by both parties).

Recording a Security Interest

Why do we need to record a security interest against a trade mark?

Recording a security interest against a trade mark right serves to notify third parties that there is a financial obligation to a creditor which restricts the trade mark owner's rights.

A trade mark owner cannot usually assign, sell or abandon a trade mark right which is included in a security interest.

A trade mark owner must usually obtain permission from the creditor to make any changes which may affect the status of any trade mark registration or application which is included in a security interest agreement.

What happens if you do not record a security interest against a trade mark?

If unrecorded, a security interest will not be effective if someone were to obtain a conflicting right without any knowledge of it. For example, if the owner sold the trade mark registration without the buyer knowing about the security interest, the security interest would not be enforceable.

A creditor will usually want to protect themselves by recording the security interest on the Register as soon as possible.

UKIPO/WIPO recordals

Fees and Forms

	Action	FORM	FEE
UKIPO	Record	TM24	£50
	Cancel	TM24C	£50
WIPO*	Record	MM19 or letter	No Fee
	Cancel	Letter	No Fee

** Please note that the recordal of a security interest at WIPO on the International Registration would be governed by the national law of the designated country. Advice should be sought from local agents overseas on the applicable national laws and any need to record the security interest on the local national trade mark Register.*

Guidance Notes from the UKIPO

See: <https://www.gov.uk/guidance/license-mortgage-transfer-merge-and-market-your-trade-mark>.

You can use your trade mark as security for a loan. The creditor has a legal right in your trade mark until you repay the loan. You or your creditor should register the mortgage (security interest) using a Form TM24. When it has been repaid, it can be cancelled using a Form TM24C.

Guidance Notes from WIPO

See: https://www.wipo.int/edocs/madrdocs/en/2005/madrid_2005_2.pdf

Restriction of the Holder's Right of Disposal: Establishment of a New Unofficial Form (MM19)

WIPO provides a Form MM19 to record Security Interests against International Registration. Although not compulsory, the use of such form is highly recommended as it should help to avoid irregularities.

Cancelling a Security Interest – Deed of Release

When the loan has been repaid a Deed of Release will be executed.

This should then be recorded on the Register against the trade mark right(s) to notify third parties that there is no longer a financial obligation to a creditor which restricts the trade mark owner's rights to the trade mark.

It is important to remember to cancel any recordal of security interest upon execution of the deed of release.

Recording Security Interests overseas

Most countries provide for some kind of recordal of a security interest. However, it is not always called the same thing as in the examples provided by the UKIPO and WIPO. In many countries including in the US, a security interest is known as a pledge.

Local agents overseas will be able to advise you on the relevant applicable local laws and the appropriate recordal.

However, it is important to note that in some countries recordals of security interest per se are not allowed. In these countries there are usually alternative measures available. A common alternative measure includes the temporary assignment of rights in favour of the creditor with a licence back to the owner until the loan is repaid.

Again, local agents will be able to advise you on the relevant applicable local laws and what alternative measures are available and what the documentary requirements are.

Activities

1. Go to the UKIPO website and familiarise yourself with Form TM24.

Notarisation and Legalisation

This will look, quite simply, at the notarisation and legalisation processes that apply to UK-based companies. Similar provisions apply in other countries although often with some differences.

The key word to remember and understand this subject is **AUTHENTICATION**.

What is a Notary Public?

A Notary Public is a qualified lawyer who is admitted to certify documents for use abroad. It is a highly specialist profession and they are quite few in number compared to solicitors.

In many countries, documents do not require notarisation for trade mark matters. This topic is therefore redundant/irrelevant for such countries.

However, some countries require that documents in support of trade mark matters should be notarised.

Notarisation

The Notary will:

- Witness or confirm signatures
- Confirm the identity of an individual
- Confirm details of incorporated companies
- Confirm the power of an individual to sign for a company
- Or in other words: **AUTHENTICATE**

The Notary needs to see:

- Passports
- Company documents e.g. Articles, Certificate of Incorporation
- Appointment of Company Officers
- Powers of Attorney

The Notary authenticates the signature on, for example, a Power of Attorney and in some countries this is enough.

For others it is not sufficient and the document requires onwards legalisation – by Apostille or further on up to the country's Consulate (Embassy).

Apostille

This involves sending the document to Legalisation Office (<https://www.gov.uk/get-document-legalised>) at the Foreign, Commonwealth & Development Office who **authenticate** the Notary's signature and seal. They have a list of registered Notaries.

In countries that have signed the Hague Convention this is enough. Well, it is for UK companies because the UK is a member of the Hague Convention, in full *The Hague Convention Abolishing the Requirement for Legalisation for Foreign Public Documents*.¹⁹

Member states of the Hague Convention have abolished the need for consular legalisation. The Convention basically says each country trusts the Ministry of Foreign Affairs of other members to **authenticate** a document. In the UK, our Ministry of Foreign Affairs is called the Foreign, Commonwealth & Development Office (or FCDO).

For example, El Salvador is a member of the Hague Convention.

A Power of Attorney is required from ABC Limited, a company incorporated in England and Wales (i.e. in the UK). This requires notarisation and legalisation according to the Salvadorian trade mark regulations. As the UK (origin country) and El Salvador (destination country) are members of the Hague Convention it is sufficient that (after notarisation) the document is **authenticated** by the Foreign, Commonwealth & Development Office who affix an Apostille to the document.

Some countries where a Power of Attorney requires Apostille legalisation

Argentina
Ecuador
El Salvador
Honduras
Mauritius
Nicaragua
Venezuela

Consular legalisation

Consular legalisation refers to legalisation carried out at a Consulate.

Angola is not a member of the Hague Convention and a legalised Power of Attorney is required to file applications there.

It therefore involves an additional step and the document must be **authenticated** by the Angolan Consulate in London after authentication by the Foreign, Commonwealth & Development Office. The Consulate is **authenticating** that the document has been signed by a British government official (i.e. an official of the Foreign, Commonwealth & Development Office).

There may also be an internal legalisation step in the destination country (that the local agent will handle with their Ministry of Foreign Affairs).

Arab-British Chamber of Commerce

This organization gets involved with the legalisation of documents for some Arab countries, namely, Iraq, Kuwait, Libya, Syria and Yemen.

¹⁹ Please do not confuse the Hague Convention with the Hague System for the International Registration of Designs. This will be covered later.

Once the Apostille attestation is obtained, documents are sent to the Arab-British Chamber of Commerce to arrange for the legalisation.

Some countries where a Power of Attorney requires Consular legalisation

Angola
Egypt
Ethiopia
Iran
Iraq
Jordan
Kuwait
Lebanon
Libya
Qatar
Saudi Arabia
United Arab Emirates

Documents

A Power of Attorney is a common document that requires notarisation/legalisation. Other documents that may require a form of authentication include priority documents, assignment documents and Change of Name documents. Where documents are issued by Government departments (e.g. the UKIPO, Companies House), they may not require notarisation and this step can be skipped if they require legalisation.

Costs

Notaries Public charge variable fees.

The cost for obtaining an Apostille is £30 (plus courier/postage).

Consular fees vary from a few pounds up to c. £400 for legalising a document at the United Arab Emirates Consulate.

Conclusion

This is notarisation and legalisation in a nutshell.

Finding a Notary is straightforward. Look on the pages of The Notaries Society www.thenotariessociety.org.uk or The Society of Scrivener Notaries www.scrivener-notaries.org.uk. Many London based Notaries will also handle any subsequent legalisation for an additional fee.

Obtaining an Apostille involves making an online request to the Legalisation Office in Milton Keynes, including payment and then sending them the original document(s). A specialist agent can also assist.

Note that the Isle of Man, Jersey or Guernsey – Crown Dependencies and technically not part of the UK – have their own separate Legalisation Offices (although documents requiring consular legalisation would then need to go through Consulates in London as there are few Consulates in the Crown Dependencies).

Consular legalisation is more problematic and many companies use their Notary or specialist consular agents to organise the legalisation. The Consulates have different requirements (e.g. photocopies of documents, payment by cheque) and it is often better to visit them personally. However, the consular sections are often only open for a few hours in the morning. It is similar to obtaining a visa in person.

Activities

1. Familiarise yourself in more depth with the legalisation process at the UK's Legalisation Office: <https://www.gov.uk/get-document-legalised>