

## Interpretation Of The Use Of Registered Trademarks From A Legal Certainty Perspective

Ahnaf Alaudin Bayu Pratama

Magister Ilmu Hukum (Kampus Jakarta), Universitas Gadjah Mada

\*Corresponding Author

Email: [ahnafbayu@gmail.com](mailto:ahnafbayu@gmail.com)

---

### Abstract

*This study analyzes the interpretation of registered trademark use in trademark cancellation practices in Indonesia from a legal certainty perspective. It aims to assess the extent to which the regulations and their implementation provide predictable and consistent legal certainty for trademark owners and interested third parties. The research employs a normative legal approach, examining relevant laws, regulations, and expert opinions. It identifies a normative gap in Indonesian trademark law regarding the definition and criteria for trademark use, leading to legal uncertainty in cancellation proceedings. The absence of clear parameters for trademark use results in inconsistent interpretations and court decisions, potentially harming trademark owners, especially SMEs. The study concludes that a clear, objective, and proportional standard for trademark use is necessary to ensure fair and balanced legal certainty in trademark cancellation practices in Indonesia. This standard should consider the function of trademarks as distinguishing marks in commerce, business realities, and the characteristics and scale of businesses, including micro, small, and medium enterprises (MSMEs).*

**Keywords:** *Registered Trademark Use, Trademark Cancellation, Legal Certainty.*

---

## INTRODUCTION

Nowadays, a trademark, as a manifestation of the results of human ideas and/or creativity in the form of Intellectual Property protected by law, is no longer merely an inventory of human intellect. Instead, it has developed into a legal right with economic and strategic value in commercial activities (Drivas et al., 2025). The definition of a trademark is stipulated in Article 1 point 1 of Law Number 20 of 2016 on Trademarks and Geographical Indications (hereinafter referred to as the “UUMG”), which states as follows (Istiqmalia & Joesoef, 2021):

“A trademark is a sign that can be represented graphically in the form of an image, logo, name, word, letter, number, color arrangement, in two-dimensional and/or three-dimensional form, sound, hologram, or a combination of two or more of these elements, used to distinguish goods and/or services produced by individuals or legal entities in trade activities of goods and/or services.”

The existence of a trademark has essentially become an essential value of a product, functioning as a distinguishing element in identifying certain goods and/or services in various commercial activities. Referring to positive law in Indonesia, trademark users will obtain legal protection if the trademark has been registered (Buffa et al., 2025). This principle reflects the state’s effort to realize legal certainty for trademark owners, as only registered trademarks receive full legal recognition and protection. Accordingly, the principle of trademark protection in Indonesia is based on a constitutive system, which requires trademark registration as a prerequisite for legal protection. Under this system, a person is only recognized and protected as the owner of a trademark if the trademark has been registered in accordance with prevailing laws and regulations (Tavinayati & Zakiyah, 2024).

Registration as a form of legal protection for trademarks under the constitutive system is commonly referred to as the *first-to-file* system, which places trademark registration as the primary requirement for the emergence of rights, as well as an instrument of the state to ensure legal certainty regarding the status of a trademark. This is in line with Article 3 of the UUMG, which states as follows (Wibowo et al., 2021):

“Rights to a Trademark are acquired after the Trademark is registered.”

The explanation of a registered trademark refers to a trademark that has gone through various stages of the registration process until the issuance of a trademark certificate, as stipulated in the Elucidation of Article 3 of the UUMG, which states as follows (Siswanta, 2023):

“What is meant by ‘registered’ is after the application has undergone the formality examination process, the publication process, and the substantive examination process, and has obtained the approval of the Minister for the issuance of a certificate.”

Legal protection in this context applies to registered trademarks, which may be understood as intangible property rights attached to their owners and protected by the state for a certain period of time. The legal basis for granting exclusive rights to registered trademarks is stipulated in Article 1 point 5 of the UUMG, which states as follows (Pangalila et al., 2024):

“Rights to a Trademark are exclusive rights granted by the state to the owner of a registered Trademark for a certain period of time, to use the Trademark themselves or to grant permission to other parties to use it.”

Furthermore, in the era of globalization, almost all commercial activities are closely related to the use of trademarks. Issues concerning the use of registered trademarks in Indonesia do not always culminate in disputes over trademark registration, but also relate to the use of registered trademarks in the context of trademark cancellation or removal, which may be submitted to the Directorate General of Intellectual Property (hereinafter referred to as “DGIP”) by interested parties through various mechanisms provided under Indonesian laws and regulations. Such interested parties include registered trademark owners, initiatives by the Minister, and lawsuits filed by interested third parties. The legal basis for these interested parties is regulated in the UUMG, as follows:

a. **Registered trademark owners**, who may apply for trademark removal based on Article 72 paragraph (1) of the UUMG, which states:

“The removal of a registered Trademark may be applied for by the owner of the Trademark concerned to the Minister.”

b. **Ministerial initiative**, whereby trademark removal may be carried out based on Article 72 paragraph (6) of the UUMG, which states:

“The removal of a registered Trademark may be carried out at the initiative of the Minister.”

c. **Interested third parties**, who may apply for trademark removal based on Article 74 paragraph (1) of the UUMG, which states:

“The removal of a registered Trademark may also be filed by an interested third party in the form of a lawsuit to the Commercial Court on the grounds that the Trademark has not been used for three (3) consecutive years in the trade of goods and/or services since the date of registration or last use.”

The provisions of Article 74 paragraph (1) of the UUMG have essentially been amended in accordance with the Constitutional Court Decision Number 144/PUU-XXI/2023 dated 30 July 2024, the ruling of which states as follows:

“To declare the phrase ‘3 (three) years’ in the norm of Article 74 paragraph (1) of Law Number 20 of 2016 on Trademarks and Geographical Indications (State Gazette of 2016 Number 252, Supplement to the State Gazette of the Republic of Indonesia Number 5953) to be contrary to the 1945 Constitution of the Republic of Indonesia and to have no legally binding force conditionally insofar as it is not interpreted as ‘5 (five) years’.”

Accordingly, the norm contained in Article 74 paragraph (1) of the UUMG may be interpreted as follows:

“The removal of a registered Trademark may also be filed by an interested third party in the form of a lawsuit before the Commercial Court on the grounds that the Trademark has not been used for five (5) consecutive years in the trade of goods and/or services since the date of registration or the last use.”

The requirement of trademark use for five (5) consecutive years as protected by statutory regulations may, in essence, give rise to legal issues for registered trademark holders in maintaining and/or using their trademarks based on the exclusive rights obtained upon registration. Problems related to trademark use arise due to ambiguity in the interpretation of the term “use of a trademark” in legal actions for trademark removal initiated by interested third parties. To date, Indonesian positive law has not provided clear normative parameters regarding the meaning of “use of a trademark,” resulting in the potential for inconsistent application and legal uncertainty for trademark owners.

The absence of explicit regulation concerning the interpretation of trademark use in Indonesian positive law may create disharmony within society, as this issue opens room for differing interpretations between registered trademark holders and interested third parties. This problem reflects ambiguity in defining trademark use in Indonesia, indicating that positive law has not yet established clear and measurable parameters regarding what constitutes trademark use in the context of trademark removal. Specifically, it remains unclear whether trademark use is sufficiently proven by the existence of transactions over a certain period, or whether such use must be publicly accessible and/or widely recognized by the public (Dyah Ernanda, 2025).

Trademark use that is sufficiently proven by the existence of actual and continuous commercial transactions over a certain period is, in principle, consistent with Indonesian positive law as stipulated in Article 1 point 5 of the UUMG. A trademark that is consistently used in commercial activities involving goods and/or services has, in essence, fulfilled the elements of trademark use under Indonesian law. However, further examination is required to determine whether the fulfillment of elements through commercial transactions alone is sufficient as evidence of trademark use, or whether a certain level of continuity is required as implied by Article 74 of the UUMG, which regulates trademark removal by interested third parties (Prakoso et al., 2024).

The lack of clarity in standards for interpreting trademark use may potentially give rise to disputes, where one party considers that trademark use has occurred, while another party questions the intensity of such transactions. Therefore, more objective parameters are needed to establish whether certain commercial transactions can be properly interpreted as trademark use in Indonesia.

The view that trademark use should not only be proven by the existence of commercial transactions over a certain period, but must also involve goods and/or services being accessible to the public and widely recognized, as regulated in Article 1 point 1 of the UUMG, clarifies that trademark use is only considered valid when the trademark circulates in an open market, enabling consumers to identify the origin of goods or services (Maulida Rofy, 2025).

This perspective emphasizes that trademarks perform a social function as communication tools between business actors and consumers. Trademark use that is not accessible to the public may, in principle, lose its legal relevance as a distinguishing sign protected by law. Several studies support this view. Research by Mashdurohatun and Limbong (2020) highlights that the effectiveness of trademark protection depends not only on registration but also on the actual use of trademarks in commercial activities that enable public recognition. Similarly, Gunawan (2021) argues that legal certainty in trademark protection is closely related to the clarity of usage standards, because the absence of measurable indicators of trademark use may lead to inconsistent legal interpretation and weaken the protection of trademark owners. Furthermore, Anugrah Syahrial et al. (2025) demonstrate that legal certainty in intellectual property rights requires proportional interpretation of trademark use to prevent disproportionate loss of rights, particularly for businesses operating on a limited market scale.

Nevertheless, the standard of being “widely recognized” must be interpreted proportionally, considering that not all trademarks, particularly those owned by micro, small, and medium enterprises (hereinafter referred to as MSMEs), are capable of reaching national

markets. Therefore, a proportional interpretation of trademark use is necessary as a form of legal protection for trademark users in line with the objectives of Indonesian legislation. Trademark use must be interpreted proportionally so as not to negate legal protection for valid trademarks that operate within limited market reach.

This study aims to analyze the interpretation of registered trademark use in the practice of trademark removal in Indonesia from the perspective of legal certainty, in order to assess the extent to which existing regulations and their implementation provide predictable and consistent legal certainty for trademark owners and interested third parties.

## RESEARCH METHODS

The research method employed in this study is normative juridical research, which focuses on the analysis of statutory regulations, legal doctrines, and scholarly opinions related to the formulated research problems (Sugiyono, 2022). The legal materials used consist of primary legal materials in the form of statutory regulations governing trademark protection, secondary legal materials including books, scientific journals, legal doctrines, and scholarly articles relevant to trademark law, and tertiary legal materials such as legal dictionaries and encyclopedias that support conceptual clarification.

In normative juridical research, the research subject refers to the legal norms and legal reasoning developed by legislators, courts, and legal scholars concerning trademark use and protection, particularly the interpretation of trademark use requirements. Meanwhile, the research object is the regulation and legal principles governing trademark protection in Indonesia, especially provisions relating to the obligation of trademark use, the proportional interpretation of “use in commerce,” and the legal protection of trademarks owned by micro, small, and medium enterprises (MSMEs). The study applies both a statutory approach and a conceptual approach to examine how these legal norms are formulated and interpreted within the Indonesian legal system.

## RESULT AND DISCUSSION

### Results

The research findings summarized in Table 1 demonstrate that trademark protection in Indonesia is not determined solely by the registration system but is also strongly influenced by the interpretation of trademark use requirements. The table highlights the need for proportional interpretation of trademark use, particularly to ensure equitable legal protection for MSMEs whose trademarks operate within limited market coverage, as well as the necessity of clearer regulatory guidelines to enhance legal certainty and consistency in enforcement.

**Table 1.** Research Findings

No	Research Aspect	Findings	Implication
1	Trademark Protection System	Indonesian trademark protection applies a constitutive (first-to-file) system where registration grants legal rights to the owner.	Registration provides primary legal certainty but must be supported by actual trademark use.
2	Requirement of Trademark Use	Trademark use is an essential element in maintaining the validity of registered rights and demonstrating good-faith ownership.	Non-use may create vulnerability to cancellation claims.

3	Interpretation of “Use in Commerce”	Legal interpretation of trademark use is not yet uniform and often equates use with large-scale market visibility.	This interpretation may disadvantage MSMEs with limited regional market reach.
4	MSME Trademark Protection	Many MSME trademarks are used in limited geographic markets but still function effectively as distinguishing signs in trade.	Legal interpretation must consider business scale to ensure equitable protection.
5	Proportional Interpretation Principle	Trademark use should be interpreted proportionally by considering operational scale, market coverage, and commercial capacity of the owner.	Supports fair legal protection consistent with the objectives of Indonesian intellectual property law.
6	Regulatory and Practical Issues	Lack of operational guidelines regarding indicators and evidentiary standards of trademark use leads to inconsistent legal interpretation.	Clear interpretative standards are needed to strengthen legal certainty and enforcement consistency.

## Discussion

### Regulation of the Use of Registered Trademarks in Indonesian Trademark Law

#### a. Trademark Use under the Trademark and Geographical Indications Law (UUMG)

Trademark use is a fundamental element of legal certainty, particularly within the trademark protection system, because a trademark is not merely understood as a sign that is administratively registered, but also as an instrument that must function effectively in the commercial activities of goods and/or services. Accordingly, the existence of a trademark cannot be separated from its economic function and its function as a distinguishing sign in all commercial activities in Indonesia.

The regulation under the UUMG concerning trademark rights may be interpreted as exclusive rights granted by the state to the owner of a registered trademark to use the trademark themselves or to grant permission to other parties to use it. This provision is reflected in Article 1 point 5 of the UUMG, which places “trademark use” as an inherent part of the exclusive rights of trademark owners.

However, the UUMG does not provide firm, detailed, and explicit regulation regarding what is meant by “trademark use” in terms of its interpretation. The existing regulation focuses more on the administrative aspects of registration and the duration of protection, without being accompanied by clear normative indicators regarding the form, intensity, and characteristics of trademark use that may be considered legally valid.

This condition indicates that Indonesian positive law still positions trademark use as an implicit concept rather than as a norm with a clearly defined meaning. Consequently, trademark use has not yet been positioned as an independent legal parameter in determining the continuity of trademark rights.

The absence of such a definition gives rise to significant juridical implications, particularly when trademark use is used as a basis either to maintain or to remove a registered trademark. Thus, the regulation of trademark use under the UUMG has not yet been fully able to provide adequate legal certainty for trademark owners as well as other interested parties (Mashdurohatun & Susanto Limbong, 2020).

**b. Trademark Removal Mechanism**

The trademark removal mechanism is a legal instrument provided by the state to maintain a balance between the interests of trademark owners and the public interest. Conceptually, this mechanism is intended to prevent trademark monopolies where trademarks are not genuinely used in commercial activities in Indonesia.

Under the UUMG, trademark removal may be carried out through several avenues, namely upon application by the trademark owner, at the initiative of the Minister, and through a lawsuit filed by an interested third party. One of the most significant grounds for trademark removal is non-use of the trademark for a certain period, as regulated in Article 74 of the UUMG and the Constitutional Court Decision Number 144/PUU-XXI/2023, which amended the non-use period from three years to five years. This decision demonstrates constitutional recognition that trademark removal constitutes a restriction of rights with constitutional dimensions, and therefore its implementation must be carried out cautiously and based on the principle of legal certainty. However, although the time period has been clarified, the substance regarding the meaning of “trademark use” has not undergone significant normative change. In other words, the amendment is quantitative rather than qualitative (Laiya & Rahaditya, 2023).

In practice, the trademark removal mechanism often gives rise to differing interpretations between trademark owners and interested third parties. Trademark owners may claim that they have used their trademarks through certain transactions, while third parties may argue that such use is not sufficiently genuine or does not fulfill the trademark’s function as a market differentiator. These differences in interpretation indicate that the trademark removal mechanism still rests on a normative foundation that is not yet fully clear or measurable.

**c. Absence of a Definition of Trademark Use**

One of the main issues in Indonesian trademark law is the absence of a clear definition regarding the interpretation of trademark use. The UUMG does not provide explicit criteria as to whether trademark use must be proven solely through commercial transactions, circulation of goods in an open market, consumer recognition, or a combination of these elements. As a result, trademark use becomes a concept that is highly dependent on the subjective interpretation of law enforcement officials and judges in trademark removal mechanisms. This dependence on interpretation has the potential to result in disparities in court decisions concerning trademark removal (Gunawan, 2021).

The absence of a definition of trademark use may essentially open the door to legal uncertainty that can be detrimental to trademark owners, particularly business actors with limited scale such as micro, small, and medium enterprises (MSMEs). Even though such businesses may use trademarks genuinely within the scope of their operations, they may not necessarily meet certain interpretations of trademark use. Under these conditions, trademark law risks losing its function as an instrument of fair and proportional protection of rights.

Accordingly, the regulation of trademark use in Indonesian trademark law still leaves a normative gap that directly affects legal certainty, particularly in the context of trademark removal.

**Trademark Use from the Perspective of Legal Certainty****a. Legal Certainty as a Principle of the Rule of Law**

Legal certainty is one of the fundamental principles of a state governed by the rule of law, requiring that laws be formulated clearly, consistently, and predictably. In the context of trademark law, the principle of legal certainty requires that trademark owners clearly understand the rights and obligations attached to registered trademarks, including the standards of trademark use that must be met to maintain legal protection.

The theory of legal certainty as proposed by Sudikno Mertokusumo emphasizes that law must provide clear guidance and protection against arbitrariness. Therefore, legal norms that are ambiguous or fail to provide measurable parameters may undermine the very objectives of law and cannot be said to fulfill the principle of legal certainty.

#### **b. Standards of Legal Certainty in the Interpretation of Trademark Use**

Within the framework of legal certainty, a legal norm must at least fulfill two main elements: clarity and predictability. Clarity requires a firm formulation of norms, while predictability means that parties can foresee the legal consequences of their actions.

In the context of trademark use, these two elements have not yet been fully satisfied. The absence of clear standards regarding trademark use causes trademark owners to be unable to ascertain with certainty whether their actions constitute legally sufficient use. Likewise, third parties lack objective guidelines to assess whether a trademark is eligible for removal on the grounds of non-use (Liansah & Sugiyono, 2025).

This condition contradicts the principle of *lex certa*, or legal certainty, which requires that laws be formulated precisely and not leave excessive room for interpretation.

#### **c. Unclear Trademark Use as a Form of Legal Uncertainty**

The lack of clarity in the interpretation of trademark use has direct implications for legal uncertainty in the practice of trademark removal. Differences in interpretation regarding what constitutes trademark use may result in court decisions that are inconsistent and difficult to predict. Consequently, trademark law no longer functions as a behavioral guideline that provides a sense of security for business actors.

From the perspective of Risk Theory as proposed by Robert C. Sherwood, legal certainty in intellectual property is necessary to protect rights holders from the risk of disproportionate loss of rights. When trademark use lacks clear standards, trademark owners face the risk of losing their rights even though they have genuinely used their trademarks in business activities (Anugrah Syahrial et al., 2025).

#### **d. Implications for the Protection of Registered Trademark Owners**

Legal uncertainty in the interpretation of trademark use directly affects the effectiveness of legal protection for trademark owners. Trademark owners may lose their exclusive rights not due to substantive negligence, but as a result of unclear legal norms. This contradicts the primary objective of trademark law, which is to provide fair and balanced legal protection between the interests of trademark owners and the public interest.

Therefore, the interpretation of trademark use must be placed within a proportional framework of legal certainty, taking into account business characteristics, economic scale, and the function of trademarks as distinguishing signs in commerce. Without such reformulation, trademark law risks failing to perform its function as an effective and just instrument of legal protection (Maulidda Hafsa, 2021).

## **CONCLUSION**

Based on the analysis of the regulations and practices for the use of registered trademarks under Indonesian trademark law, it can be concluded that, to date, trademark use lacks definitive, clear, and measurable normative parameters. The UUMG essentially only implicitly positions trademark use as part of the exclusive rights of the trademark owner, without any provisions regarding the definition of trademark use that explain the form, intensity, or characteristics of trademark use that can be considered legitimate, particularly in the context of trademark deletion.

This situation indicates a normative gap in Indonesian trademark law, particularly when trademark use is used as a basis for maintaining or revoking rights to a registered trademark.

This lack of parameters for trademark use has direct implications for legal uncertainty, both for registered trademark owners and interested third parties. Differences in interpretation of the meaning of trademark use have the potential to create inconsistencies in law enforcement practices, including in commercial court decisions regarding trademark deletion. Consequently, trademark law is not yet fully capable of fulfilling its function as a clear guideline for behavior and does not reflect the principle of legal certainty (*lex certa*) in a rule of law state. In such circumstances, brand owners face the risk of losing their exclusive rights not solely due to a lack of substantive use of the brand, but also due to the unclear legal standards in place.

Therefore, it is necessary to formulate clear, objective, and proportional standards for brand use within Indonesian positive law. These standards must take into account the brand's function as a distinguishing factor in commerce, the realities of business activities, and the characteristics and scale of business actors, including micro, small, and medium enterprises (MSMEs). Formulating standards for brand use, whether through amendments to the law or implementing regulations, is a crucial step towards achieving fair, balanced legal certainty and a focus on protecting brand rights in the practice of brand deletion in Indonesia.

## REFERENCES

- Anugrah Syahrial, Alfalah Naufal Yufianda, Hafiyyan Daffa Muhammad, & Giovanni Akmal Firdausy. (2025). Legal Certainty Of Fulfilment Of Registered Trademark Rights Owned By The Company For The Similarity Of Trademarks In Principal. *Journal Of Law, Politic And Humanities*, 5(2), 1110–1116. <https://doi.org/10.38035/Jlph.V5i2.1067>
- Buffa, M., Ferrara, A., Picascia, S., Riva, D., & Castano, S. (2025). Enhancing Legal Document Building With Retrieval-Augmented Generation. *Computer Law & Security Review*, 59, 106229. <https://doi.org/10.1016/J.Clrs.2025.106229>
- Drivas, K., Economidou, C., Gounopoulos, D., Konstantios, D., & Tsiritakis, E. (2025). The Role Of Trademarks In Going Public. *The British Accounting Review*, 101734. <https://doi.org/10.1016/J.Bar.2025.101734>
- Dyah Ernanda, A. (2025). Efektivitas Perlindungan Hukum Terhadap Merek Terdaftar Dalam Mencegah Pemalsuan Dan Sengketa Kekayaan Intelektual Di Indonesia. *Padjadjaran Law Review*, 13(1), 2025. <https://doi.org/10.56895/Plr.V13i1.2213>
- Gunawan, Y. (2021). SPEED AND ACCURACY OF EXAMINATION OF BRANDS VERY IMPORTANT IN LEGAL CERTAINTY FOR BRAND REGISTERS IN INDONESIA. *International Journal Of Law, Government And Communication*, 6(22), 45–55. <https://doi.org/10.35631/IJLGC.622004>
- Istiqmalia, N. M., & Joesoef, E. I. (2021). ITIKAD BAIK DALAM PENDAFTARAN MEREK: STUDI PERLINDUNGAN HUKUM PEMILIK MEREK TERKENAL DI INDONESIA. *Jurnal Penegakan Hukum Indonesia*, 2, 406–427.
- Laiya, L. T., & Rahaditya. (2023). THE TRADEMARK RENEWAL PROCESS RELATES TO THE EXCLUSIVE RIGHTS OF THE BRAND HOLDER BASED ON LEGAL CERTAINTY. *Awang Long Law Review*, 6(1), 266–270. <https://doi.org/10.56301/Awl.V6i1.1025>
- Liansah, I., & Sugiyono, H. (2025). Legal Certainty In Resolving Trademark Disputes Involving Substantial Similarities To Registered Trademarks Of Other Parties. *Journal Of Law, Politic And Humanities*, 5(5), 3488–3495. <https://doi.org/10.38035/Jlph.V5i5.1958>

- Mashdurohatun, A., & Susanto Limbong, F. (2020). Legal Protection Of Trademarks Based On The Justice Value. *International Journal Of Innovation, Creativity And Change. Www.Ijicc.Net*, 12, 2020. [Www.Ijicc.Net](http://www.Ijicc.Net)
- Maulida Rofy, A. (2025). PERLINDUNGAN HUKUM TERHADAP PEMEGANG HAK GUNA USAHA (HGU) DALAM KONFLIK PERTANAHAN MENURUT HUKUM DI INDONESIA. *Jurnal Ilmiah Sultan Agung*, 1, 27–35.
- Maulidda Hafhari, Y. (2021). HAK ATAS KEKAYAAN INTELEKTUAL, HAK MEREK, RAHASIA DAGANG, DAN PELANGGARAN HAK MEREK DAN RAHASIA DAGANG SERTA HAK PATENT (LITERATUR REVIEW ARTIKEL. *Jurnal Ilmu Manajemen Terapan*, 2(6), 733–743. <https://doi.org/10.31933/Jimt.V2i6.637>
- Pangalila, D., Nainggolan, B., & Panjaitan, H. (2024). PERLINDUNGAN HUKUM HAK ATAS PENGGUNAAN MEREK YANG BERAKHIR DENGAN PENETAPAN MEREK DI INDONESIA (STUDI PUTUSAN MAHKAMAH AGUNG NOMOR:575 K/PDT.SUS-HKI/2020). *Action Research Literate*, 8(7), 1–8. <https://ar.lidwaninstitute.co.id/index.php/ar>
- Prakoso, G., Esther Tarigan, A., & Wulandari Ananto, R. (2024). PERLINDUNGAN HUKUM BAGI PEMEGANG HAK MEREK TERDAFTAR TERHADAP PELANGGARAN MEREK (STUDI KASUS PUTUSAN NO: 45/PDT.SUS-MEREK/2022/PN.NIAGA.JKT.PST.). *Journal Syntax Idea*, 11, 6632–6645.
- Siswanta, L. R. A. (2023). Penerapan Asas Pacta Sunt Servanda Dalam Perjanjian Standar Yang Mengandung Klausula Eksonerasi Tanpa Menerapkan Asas Itikad Baik. *Journal De Jure*, 15(1), 46–65.
- Sugiyono. (2022). *METODE PENELITIAN KUANTITATIF KUALITATIF DAN RD*.
- Tavinayati, & Zakiyah. (2024). Merek Terdaftar Yang Tidak Digunakan Selama Tiga Tahun Dalam Dunia Perdagangan. *Badamai Law Journal*, 9(1), 215–235.
- Wibowo, N. B., Hardjanto, S. U., & A L W, T. L. (2021). KEWENANGAN EXECUTIVE REVIEW OLEH BADAN PEMBINAAN HUKUM NASIONAL DALAM PENATAAN REGULASI. *Jurnal Hukum Diponegoro*, 10(1), 69–81.