

ABSTRACT

RIGHTS TO A BRAND AS A FIDUCIARY SECURITY IN A CREDIT AGREEMENT

In accordance with Article 41 of the Trademark Law Number 20 of 2016 pertaining to Trademarks and Geographical Indications, it is hereby stipulated that brands may be utilised as collateral, subject to the condition that said brand has been duly registered and possesses a valid trademark certificate duly registered with the Directorate General of Intellectual Property Rights at the Ministry of Law and Human Rights. Credit, herein referred to as the "Product," is a financial offering provided by a bank or any other authorised financial institution, hereinafter referred to as the "Provider." The Product operates as a means of disbursing monetary funds or equivalent legal tender, subject to a contractual arrangement between the Provider and a second party, hereinafter referred to as the "Obligor." The Obligor assumes the responsibility of repaying the debt within a specified timeframe, as stipulated in the aforementioned agreement, and is further obligated to remunerate the Provider with an additional amount denoted as "interest." Credit is commonly employed by individuals for the purpose of fulfilling their necessities or acquiring supplementary financial resources. In the provision of credit, it is mandated that banks shall necessitate a guarantee, which shall serve as an alternative form of payment in the event of a debtor's default. This guarantee shall function as a safeguard for the bank, ensuring the return of the credit disbursed in accordance with the pre-established agreement. The primary objective of this study pertains to the examination of intellectual property rights, with a specific emphasis on brand rights employed as collateral entities.

Keywords: Brand Rights, Fiduciary Guarantee, Agreement