

O/0486/26

TRADE MARKS ACT 1994

IN THE MATTER OF THE FOLLOWING TRADE MARK REGISTRATION NO.  
UK00002013073:

**SADDLER**

IN CLASS 18

IN THE NAME OF SADDLER ACCESSORIES LIMITED  
(A COMPANY REGISTERED IN HONG KONG)

AND

APPLICATION NO. 84989 TO RECTIFY THE REGISTER  
BY SADDLER ACCESSORIES LTD.  
(FORMALLY KNOWN AS MASHA INTERNATIONAL LTD)

## BACKGROUND AND PLEADINGS

1. On 22 February 2024, a Form TM16 was filed, and the trade mark shown on the cover page of this decision was allegedly assigned from The Saddler Brand Ltd (hereafter “SADDLER BRAND”) to Saddler Accessories Ltd. (hereafter “SADDLER NORTHAMPTON”).<sup>1</sup>

2. On 3 September 2024, a Form TM16 was filed which allegedly assigned the trade mark shown on the cover page of this decision from SADDLER NORTHAMPTON to SADDLER ACCESSORIES NO 2 LTD (hereafter “SADDLER ST ANDREWS”).<sup>2</sup>

3. On 5 November 2024, a Form TM16 was filed, and the trade mark shown on the cover page of this decision was allegedly assigned from SADDLER ST ANDREWS to SADDLER ACCESSORIES LIMITED a registered company in Hong Kong (hereafter “SADDLER HONG KONG”)<sup>3</sup> for the following goods:

Class 18      Wallets, billfolds; cheque book cases, coin purses, purses, key holders, credit card holders.

4. It is noted that Mr Gavin Watson is listed as the “representative name” for SADDLER HONG KONG in the aforementioned Form TM16. Mr Watson is also listed as the “representative name” for SADDLER ST ANDREWS and the SADDLER BRAND in the previously filed Form TM16’s.

5. On 8 November 2024, SADDLER NORTHAMPTON (company no. 13791290) filed a Form TM26R (“Application to rectify the register”), claiming that the register should be rectified in accordance with section 64 of the Trade Marks Act (“the Act”) because the “trademark was fraudulently transferred without any authorisation”, and that the individual who transferred the mark did not have any authorisation or permission of

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<sup>1</sup> This company was formally known as Masha International Ltd, and is recorded as such on the Form TM16. In his Form TM26R, Mr Akbar Waris confirms that Masha International Ltd is now named Saddler Accessories Ltd, and he is the Director of this company based in Northampton, UK. I also note that the Form TM16 dated 3 September 2024 confirms this company name change.

<sup>2</sup> This company is based in St Andrews.

<sup>3</sup> This company is based in The Hong Kong Special Administrative Region of the People's Republic of China.

act on behalf of the company”. The assignment which is being challenged by SADDLER NORTHAMPTON is the Form TM16 dated 3 September 2024.

6. As the application for rectification was made by a person other than the registered proprietor, it was necessary to serve the application on the current proprietor, that being SADDLER HONG KONG, in accordance with rule 44(2) of the Trade Marks Rules 2008 (“the Rules”). Accordingly, on 25 February 2025, the Registry served the Form TM26R and its supporting witness statement on the current proprietor, setting a deadline of 25 April 2025 to file a counterstatement and evidence or submissions.

7. On 28 February 2025, a counterstatement was received from SADDLER HONG KONG, denying the basis of the application for rectification. It is noted that this counterstatement is signed by the Director, “Gavin Watson”.

8. Mr Watson’s counterstatement included the following information:

1. The trade mark “SADDLER” was created by himself in 1986, and has been “continuously” used by him or his companies.
2. The application for rectification was made by SADDLER NORTHAMPTON, a company that belongs to the “Superhouse Group”.
3. He was appointed as a consultant for the aforementioned company in January 2024, and “during this period” it was agreed that SADDLER NORTHAMPTON (company no. 13791290) would sell products under the Saddler brand.
4. As a gesture of cooperation, Mr Watson transferred the mark to SADDLER NORTHAMPTON from the SADDLER BRAND in anticipation of an agreement being formalised.
5. However, as no binding agreement was ever reached, he transferred the mark back to the original proprietor company, the SADDLER BRAND.<sup>4</sup>
6. The trade mark was “subsequently transferred” to SADDLER HONG KONG in November 2024.

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<sup>4</sup> While Mr Watson states that the original proprietor company was Saddler Accessories No 2 Ltd, as per the aforementioned Form TM16’s, the original proprietor was the SADDLER BRAND.



- c) I also note that throughout the agreement contained in **exhibit AW2**, there are digital annotations, indicated by the orange speech bubbles on multiple paragraphs, and some paragraphs are highlighted in the colour red.
- d) Mr Waris states that SADDLER NORTHAMPTON “performed its obligations under the aforementioned proposal and agreements, which included investing heavily into the brand, including making monthly payments to Mr Watson and making stock purchases.
- e) Mr Waris also says that Mr Watson “unlawfully” transferred the trade mark “to another entity he controlled under the pretence of an “authorised representative””.
- f) Mr Waris states that Mr Watson was not a director, shareholder, officer or employee of SADDLER NORTHAMPTON, as confirmed by the Companies House Record contained in **exhibit AW7**. I note that the Companies House Record again confirms that SADDLER NORTHAMPTON’s company number is 13791290.
- g) Mr Waris states that as per **exhibit AW7**, Mr Watson had no authority, approval or legal basis to act on behalf of SADDLER NORTHAMPTON.
- h) Mr Waris says that the transfer was done under the guise of finalising a formal agreement, and that Mr Watson has since claimed that the original assignment was “temporary” and conditional to a final agreement. However, Mr Waris states that SADDLER NORTHAMPTON made it clear and unequivocal, verbally and in writing, that investment and collaboration was contingent on permanent transfer of ownership.
- i) Mr Waris states that “any suggestion of brand transfer being temporary or revisable was refused clearly”, as exhibited in **AW8**. This exhibit appears to contain documentation of the activity that occurred in the document “Strategic Partnership Agreement”, which includes the following conversation between Mr Waris and Mr Watson:

Reversion of Brand Ownership: If the transfer has been completed, a reversion clause will be activated, detailing the conditions under which the Saddler brand's ownership reverts to GW, including the handling of any financial aspects and intellectual property rights.

 Akbar Waris • 9:42 AM, Feb 4 (GMT)  
Unacceptable

 Gavin Kenneth Watson • 10:36 AM, Feb 8 (GMT) New  
Its impossible to consider transferring the ownership of the brand without any safeguards- as an extreme example, you could fire me the day after the transfer of the mark - then what? So in otherwords, there needs to be a safeguard in the agreement and this is what this part refers to. This is obviously fair and reasonable.

[Reply](#)

[Open](#)

- j) Mr Waris also provides an email dated 6 March 2024, addressed to himself, from Mr Watson. This is contained in **exhibit AW9**. He draws my attention to the last bullet point under “new points to discuss”, which states that *“all remaining IPO for Saddler to be transferred but these will be subject to payments for which I do not have the personal budget- suggest they are done when funds are made available for the “new” Company”*.
- k) **Exhibit AW10** contains an email dated 21 August 2024 between Mr Waris and SADDLER NORTHAMPTON with the subject line “[Clause X.X] Social Media Account Transfer Ownership”. One of the suggested clauses talks about Gavin Watson transferring Instagram and Facebook pages to SADDLER NORTHAMPTON within six months following the signing of the agreement.
- l) **Exhibit AW11** contains a letter from Bond Adam Solicitors<sup>5</sup> dated 11 December 2024 addressed to Mr Watson. This letter states that their client is SADDLER NORTHAMPTON (Company No. 13791290). Paragraph 1 of the letter specifically states that *“despite there being no written agreement, the actions taken by you amount to calculated fraudulent conduct”* and paragraph 3 states that *“given the level of investment and financial advantage you have extracted from our client under the false pretences of intending to sign an agreement, the trademark is now fully in dispute”*.

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<sup>5</sup> I note that Bond Adams Solicitors are listed in the front page of the agreement contained in **exhibit AW2**, and therefore, it is likely to infer that they drafted the agreement for the parties.

m) **Exhibit AW12** contains Mr Watson's response to Bond Adam Solicitors, which states that:

- i. The transfer of the mark was on a temporary basis, contingent upon the signing of a formal agreement that never materialised.
- ii. There was no payment made for the mark, and no contractual agreement supported the transfer.
- iii. At no point was the transfer intended to be made permanent without a formalised agreement.
- iv. No agreement was reached and therefore "Superhouse's continued claim to ownership of the Saddler band and trademarks is legally untenable."

n) **Exhibit AW13** contains another email between Mr Watson and Mr Waris updating the draft agreement.

10. It is also noted that at paragraph 19 of the witness statement, SADDLER NORTHAMPTON accepts that issues of fraud ultimately fall within the jurisdiction of the UK Courts.

#### SADDLER HONG KONG's evidence

11. SADDLER HONG KONG's evidence consists of the witness statement of Gavin Watson dated 17 June 2025. Mr Watson confirms that he is the original founder and long-standing operator of the SADDLER BRAND. There are no accompanying exhibits to Mr Watson's statement, it simply contains the following statements:

- a) In March 2024, the mark was assigned to SADDLER NORTHAMPTON.
- b) A draft agreement existed but was never finalised.
- c) Following the breakdown of negotiations, Mr Watson transferred the mark firstly to SADDLER ST ANDREWS and then to SADDLER HONG KONG, which currently owns the mark and related international registrations.
- d) SADDLER NORTHAMPTON has provided no evidence of a binding agreement as the draft in **exhibit AW2** was never signed.

- e) The evidence in **AW13** shows that material commercial points were still unresolved as late as August 2024.
- f) The payments made by SADDLER NORTHAMPTON “reflected good-faith cooperation, not formal consideration for a permanent assignment”.
- g) There is no written agreement showing the assignment of goodwill or brand ownership.
- h) On 13 December 2024, Mr Watson issued SADDLER NORTHAMPTON a written notice confirming the failure of negotiations and that the mark had been returned to his control, which is contained in **exhibit AW12**.
- i) Mr Watson states that none of the evidence provided by Mr Waris shows that the mark was permanently transferred or that consideration was paid, which supports his position that “the arrangement was temporary, unfinished and ultimately terminated”.
- j) Mr Watson states that negotiations broke down in August 2024 and as no formal agreement was reached, the “application for rectification is entirely without merit”.

#### SADDLER NORTHAMPTON's evidence in reply

12. SADDLER NORTHAMPTON's evidence in reply consists of a second witness statement of Mr Akbar Waris dated 19 June 2025. I note the following from this statement:

- a) Mr Waris states that when the mark was transferred, it was done in a “concealed and unauthorised manner, without any notice or legal authority”, and that the correct course of action would have been to initiate a formal discussion or raise the matter through legal channels.
- b) He states that the parties were engaged in a structured and ongoing business collaboration, underpinned by substantial investment by SADDLER NORTHAMPTON.
- c) Mr Waris believes that SADDLER HONG KONG “has failed to produce any evidence to either support the claim of a temporary transfer or to rebut [SADDLER NORTHAMPTON's] clear position at law”.

- d) Mr Waris reconfirms that SADDLER NORTHAMPTON made considerable financial and strategic investments into the brand including commission payments, purchase and importation of stock, marketing expenditure and providing sales and distribution infrastructure, and that these actions were taken under the understanding that they had legal ownership of the brand.
- e) Mr Waris claims that Mr Watson has failed to demonstrate that he had the authority to transfer the mark when he was neither a director, officer, employee or shareholder of SADDLER NORTHAMPTON.
- f) Mr Waris states that if the commercial relationship had broken down or negotiations had failed, then the appropriate course of action would have been to raise a formal grievance or complain, serve notice of termination under the terms of agreement or to initiate legal proceedings or seek mediation.
- g) Mr Waris believes that “Mr Watson acted covertly and without transparency” when re-assigning the mark, and he also continued to engage in operational correspondence after he had “secretly transferred” the mark back to himself.
- h) Mr Waris claims that a reliance on the “unsigned status of the strategic agreement ignores the well-established principle that parties’ conduct and course of dealing can constitute a binding arrangement even without a formally executed agreement”, and that the “absence of a signed agreement does not nullify the reality of an assignment” which was registered at the IPO.
- i) He believes that binding arrangements can be formed through conduct and performance even in the absence of a signed contract.
- j) Mr Watson allowed the mark to be assigned, actively participated in operational decisions under the new structure, received compensation in the form of consultancy payments and business support, and facilitated the brand use by SADDLER NORTHAMPTON across markets. Mr Waris states that this conduct is entirely inconsistent with Mr Watson’s current claim that there was “no agreement”.
- k) Mr Waris states that “it is only after the brand began to show signs of commercial recovery- due to our financial and operational efforts- that [Mr Watson] unilaterally and secretly re-transferred the mark to an entity under his control.”
- l) Mr Waris states of SADDLER NORTHAMPTON’s actions were done in good faith and with the expectation of permanent ownership. “No prudent business

would undertake such commitments without a clear expectation of ownership and return”.

## **Hearing**

13. A hearing took place before me on 1 April 2026, and both parties were unrepresented.

14. I make this decision having taken full account of all the papers, referring to them below as necessary.

## **DECISION**

15. The power to rectify the register is set out in section 64 of the Act:

“64. - (1) Any person having a sufficient interest may apply for the rectification of an error or omission in the register: Provided that an application for rectification may not be made in respect of a matter affecting the validity of the registration of a trade mark.

(2) An application for rectification may be made either to the registrar or to the court, except that

(a) if proceedings concerning the trade mark in question are pending in the court, the application must be made to the court; and

(b) if in any other case the application is made to the registrar, he may at any stage of the proceedings refer the application to the court.

(3) Except where the registrar or the court directs otherwise, the effect of rectification of the register is that the error or omission in question shall be deemed never to have been made.

(4) The registrar may, on request made in the prescribed manner by the proprietor of a registered trade mark, or a licensee, enter any change in his name or address as recorded in the register.

(5) The registrar may remove from the register matter appearing to him to have ceased to have effect.”

### *Sufficient interest*

16. Mr Waris must have a sufficient interest to apply for rectification.

17. I bear in mind that in this case, Mr Waris contends that the assignment of the mark from SADDLER NORTHAMPTON to SADDLER ST ANDREWS was fraudulent. Therefore, by virtue, the subsequent alleged assignment of the mark, that being from SADDLER ST ANDREWS to SADDLER HONG KONG, must also be considered as being contended by Mr Waris.

18. Nevertheless, on the basis that Mr Waris is an alleged previous proprietor of the trade mark, that being SADDLER NORTHAMPTON, I accept that he has sufficient interest.

### *Is it an error capable of correction?*

19. Where an application is filed to record the assignment, the information provided on the Form is taken at face value. The registrar does not investigate or otherwise seek to establish the legality of the claim to change of ownership unless the recordal of change of ownership is challenged. When the ownership is challenged, it is incumbent on the proprietor to show that the contested mark was transferred to the proprietor under a valid assignment. Section 24(3) of the Act is as follows:

“An assignment of a registered trade mark, or an assent relating to a registered trade mark, **is not effective unless it is in writing signed** by or on behalf of the assignor or, as the case may be, a personal representative.”

20. Due to the complex nature of this case, and the multiple Form TM16's which have been subsequently filed, I shall deal with the first assignment in contention, that being from SADDLER NORTHAMPTON to SADDLER ST ANDREWS.

SADDLER NORTHAMPTON to SADDLER ST ANDREWS

21. This Form TM16 was filed on 3 September 2024, and under question 7, it has been ticked that the “method of transfer” of the mark was via an assignment. Therefore, on this basis, for the assignment to be effective, it must be in writing and signed by the assignor (or their representative). However, there is no written assignment between these parties. Mr Waris made it clear that the Form TM16 filed on 3 September 2024 was done without notice, without consent and without any authority from SADDLER NORTHAMPTON. Mr Waris claims that Mr Watson had no authority to act on behalf of SADDLER NORTHAMPTON.

22. Mr Watson does not claim to have authority to act on behalf of SADDLER NORTHAMPTON, instead, he claims that the previous assignment, that being between the SADDLER BRAND and SADDLER NORTHAMPTON was “temporary”.<sup>6</sup> He therefore argues that “no assignment instrument satisfying section 24(3) has been produced” to show that SADDLER NORTHAMPTON owned the mark in the first place. On this basis, Mr Watson submits that the statutory requirement under this section is not satisfied, and thus Mr Waris “cannot establish that legal title has passed”. Mr Watson therefore believes that he was entitled to transfer the mark from SADDLER NORTHAMPTON to SADDLER ST ANDREWS, and subsequently from SADDLER ST ANDREWS to SADDLER HONG KONG. Consequently, I consider that it is important to look at the previous assignment between the SADDLER BRAND and SADDLER NORTHAMPTON.

The SADDLER BRAND and SADDLER NORTHAMPTON

23. In this Form TM16 which is dated 22 February 2024, under question 7, it again has been ticked that the “method of transfer” of the mark was via an assignment. As noted

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<sup>6</sup> This change of ownership was recorded via a Form TM16 dated 22 February 2024.

above, for the assignment to be effective, it must be in writing and signed by the assignor (or their representative).

24. In his first witness statement, Mr Watson claims that the only assignment between these two parties was “temporary”. At the hearing, I asked Mr Watson what he meant by calling it a “temporary assignment”. He responded as follows: *“Temporary was to affect a stock movement while wider negotiations were being negotiated.”*

25. Whilst this did not particularly address my question, based on all of the submissions made during the hearing and in Mr Watson’s skeleton argument, it was clear that the alleged assignment referred to in the Form TM16 dated 22 February 2024, from Mr Watson’s perspective, was meant to only last a limited period of time, it was not to be permanent. I consider that it was likely that this assignment was meant to be in place until the wider agreement (the one contained in **exhibit AW2**) was reached and signed by the parties.

26. At the hearing, Mr Waris made his own submissions on Mr Watson’s claim that the transfer of the mark was “temporary”, including that:

*“The word temporary that the respondent has continued to use in all his submissions was never mentioned as, was never ever mentioned in any of the correspondence and communication that we have had. It was never challenged and there is no proof submitted by the respondent to support this claim.”*

27. Mr Waris also highlighted that if the assignment was meant to be temporary, then it should have been recorded somewhere.

28. At the hearing I asked Mr Watson how the “temporary” assignment was recorded, whether it was via a verbal agreement or if it was recorded in writing. Mr Watson confirmed that *“there was no written agreement”*. On this basis, I asked Mr Watson, again, to confirm that when the Form TM16 was filed, which allegedly assigned the mark to SADDLER NORTHAMPTON, that “there was no written agreement that contained any terms detailing that this assignment was to be temporary and the mark

could be taken back by you at any point necessary". In response, Mr Watson stated that: "*Well, it was neither mentioned as temporary or permanent*".

29. It was clear from the hearing that the agreement made between Mr Watson and Mr Waris, whether it was temporary or permanent, was never put into writing.<sup>7</sup> Whilst it appears that the parties were working towards creating a formal agreement, which would have transferred the SADDLER BRAND's intellectual property rights to SADDLER NORTHAMPTON, it is clear that the contract contained in **exhibit AW2** is unfinished. This is demonstrated by the multiple orange speech bubbles throughout the contract, which would indicate that comments have been left in regard to those particular clauses. More importantly, this document is unsigned by the parties, and I have not been provided with any signed documentation showing a finalised agreement between them.

30. Whilst Mr Watson's actions clearly appear to be lacking a degree of professionalism, and I do indeed sympathise with Mr Waris who clearly believed that the parties had entered into an agreement to assign the contested mark (one which was not temporary), I nevertheless note that without any signed contract between the parties before me, as per section 24(3) of the Act, I am bound to conclude that a valid assignment never took place between the SADDLER BRAND and SADDLER NORTHAMPTON. As noted by Mr Watson at the hearing, the Form TM16 is not a deed of assignment and the Form itself carries a warning to parties completing it that it is not a substitute for a deed of assignment. On this basis, I am bound in finding that the contested trade mark cannot have properly changed ownership from the SADDLER BRAND to SADDLER NORTHAMPTON.

#### SADDLER ST ANDREWS and SADDLER HONG KONG

31. A consequence of the above is that the alleged assignment between SADDLER NORTHAMPTON and SADDLER ST ANDREWS is also not valid because SADDLER NORTHAMPTON did not have the right to transfer the mark, on the basis that it was

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<sup>7</sup> This is also reflected in the Bond Adam Solicitors letter dated 11 December 2024 which admits that there was no written agreement (**exhibit AW11**).

never validly assigned to them. This also means that the following assignment between SADDLER ST ANDREWS and SADDLER HONG KONG is not valid.

32. For the sake of completeness, at the hearing, I asked Mr Watson whether the assignments between SADDLER NORTHAMPTON and SADDLER ST ANDREWS, and SADDLER ST ANDREWS and SADDLER HONG KONG have been recorded in writing, to which he said “no”. On this basis, these further 2 assignments which allegedly took place on 3 September 2024 and 5 November 2024 are also not valid as per section 24(3) of the Act.

### My findings

33. Without any signed contractual evidence before me, I am bound in finding that the contested trade mark cannot have properly changed ownership from:

- 1) The SADDLER BRAND and SADDLER NORTHAMPTON (formally Masha International Ltd).
- 2) SADDLER NORTHAMPTON and SADDLER ST ANDREWS.
- 3) SADDLER ST ANDREWS and SADDLER HONG KONG.

34. For the sake of completeness, I note that there are three other ways in which a transfer of ownership may take place which are noted on the Form TM16. These are by ‘court order’, ‘assent of personal representative’ and ‘company merger’. There is no court order or company merger that has been identified by the parties, and an assent of personal representative relates to transferring property after death which is clearly not applicable here.

### **CONCLUSION**

35. As there is no evidence of a written assignment of the aforementioned contested mark, the rectification is allowed.

36. However, the register is to be rectified to record the SADDLER BRAND as the proprietor, as was the position prior to the attempt to record SADDLER NORTHAMPTON as the proprietor.

## **COSTS**

37. No request for costs has been made by Mr Watson and I make no order in this regard.

38. Albeit Mr Waris filed a costs proforma, on the basis that the rectification claim failed to assign the mark back to SADDLER NORTHAMPTON (namely, Saddler Accessories Ltd.), I make no order in this regard.

**Dated this 9<sup>th</sup> day of June 2026**

**L FAYTER**

**For the Registrar**