



BENNY KONG & YEUNG  
SOLICITORS

江炳滔律師事務所

Agents for Patents, Trade Marks and Designs  
專利、商標及外觀設計註冊代理人

知識產權  
管理計劃  
IPMM

DATE: 23<sup>rd</sup> March 2009

OUR REF: 13287-L/BK/B/126-nep

YOUR REF:

REPLY TO: Mr. Benny Kong/ Ms. Katherine Law  
Direct email: [katherinelaw@bk.com.hk](mailto:katherinelaw@bk.com.hk)

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**BY POST BY FAX (86-574-6518-5817) BY EMAIL ([sales@neweast-plastic.com](mailto:sales@neweast-plastic.com))**

Ninghai NewEast Plastic Co., Ltd.  
Binhai Industrial Estate  
Xidian Town  
Ninghai, Zhejiang Province  
China 315613

Dear Sir,

**Re: Infringement of Copyright**  
**Respondent: Ninghai NewEast Plastic Co., Ltd.**

We act for Honwell Products (HK) Limited of Hong Kong

Our client is the owner of the copyright subsisting in original artistic works in relation to the design of the led light products with model nos. H-696, H-703 and H-740 ("our client's Products"). The said copyright is protected in various countries of the World, including the PRC and Hong Kong.

Copies of the photographs featuring our client's Products marked **Annexure A** are enclosed.

Our client is also the registered proprietor of the designs of our client's Products registered in the Hong Kong Registered Designs Registry with registration nos. 0702443.7, 0700459.9 and 080246.9M001 respectively ("the Hong Kong Registered Designs").

The said Registered Designs are applied to our client's Products. The rights and privileges conferred in respect of the said Hong Kong Registered Designs are valid and subsisting.

It has come to our client's attention that you have been promoting, offering and/or exposing for sale led light products with model nos. NDF-5007, NDF-5005 and NDF-5001 ("Infringing Products"), which are reproductions or contain substantial reproductions of our client's Products.

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23<sup>rd</sup> March 2009  
Ninghai NewEast Plastic Co., Ltd.

In particular through our agent, you supplied the Infringing Products to the said agent and you also featured photographs of the Infringing Products at your websites, as per the hyperlinks listed below, as follows:-

1. <http://www.neweast-plastic.com/products.asp>;
2. <http://www.neweast-plastic.com/proshow.asp?articleid=657>;
3. <http://www.neweast-plastic.com/proshow.asp?articleid=656>;
4. <http://www.neweast-plastic.com/proshow.asp?articleid=655>; and
5. <http://www.neweast-plastic.com/proshow.asp?articleid=654>.

Copies of the webpages featuring the Infringing Products marked **Annexure B** are enclosed.

Such unauthorised promotion, offer and/or exposure for sale of the Infringing Products amount to infringement of copyright for which our client is entitled to institute the Court proceedings claiming, amongst other relief, a permanent injunction order restraining you from further dealings in the Infringing Products; delivery up of all infringing materials, pamphlets, magazines or other advertising media; thorough discovery of all your dealings in such Infringing Products; and damages (or account of profits) and costs.

We are instructed to, which we hereby do, require you to confirm that you will comply with the following:-

1. **Forthwith cease** all offer and/or exposure for sale and/or possession or howsoever any dealings in or with the Infringing Products.
2. You undertake to stop dealing in or with the Infringing Products in the future.
3. You do deliver up to our client all items of Infringing Products, together with any pamphlets, magazines or other advertising media relating thereto.

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23<sup>rd</sup> March 2009  
Ninghai NewEast Plastic Co., Ltd.

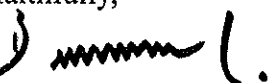
4. You do disclose, by means of a Statutory Declaration, all of your dealings in or with the Infringing Products, including the name and address of the supplier(s) of the Infringing Products; and exhibiting thereto all purchase documents, receipts and invoices relating to your dealings in or with the Infringing Products.
5. You will pay to our client damages at such amount to be assessed by the Court, if not agreed.
6. You will pay to our client costs at such amount to be assessed by the Court, if not agreed.

Our client will also require you to execute a Deed of Undertaking to the above effect.

If we do not hear from you within ten (10 nos.) days from the date hereof, i.e. **by close of business on 2<sup>nd</sup> April 2009**, we shall advise our client to appoint PRC attorneys to institute Court proceedings against you without further notice.

You are advised to seek independent legal advice.

Yours faithfully,



BENNY KONG & YEUNG, Solicitors

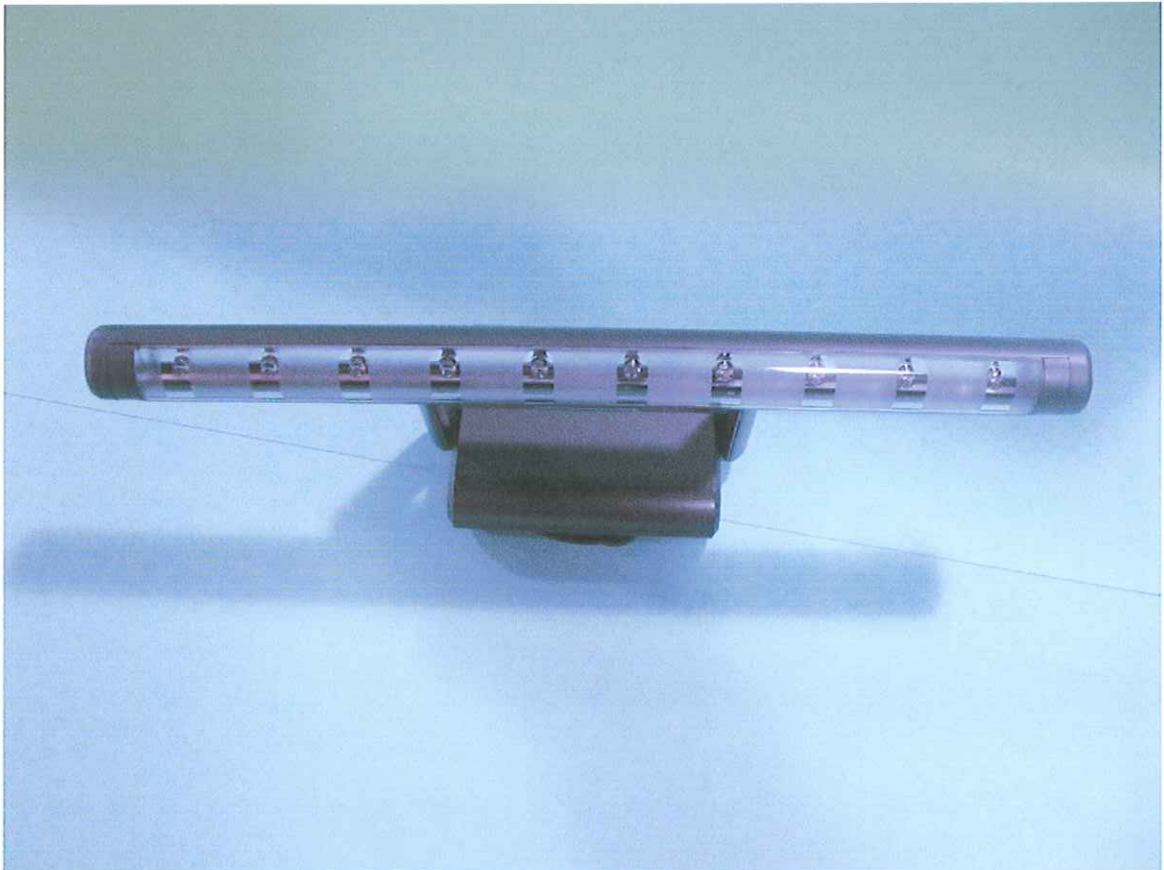
Encl

BK/kl

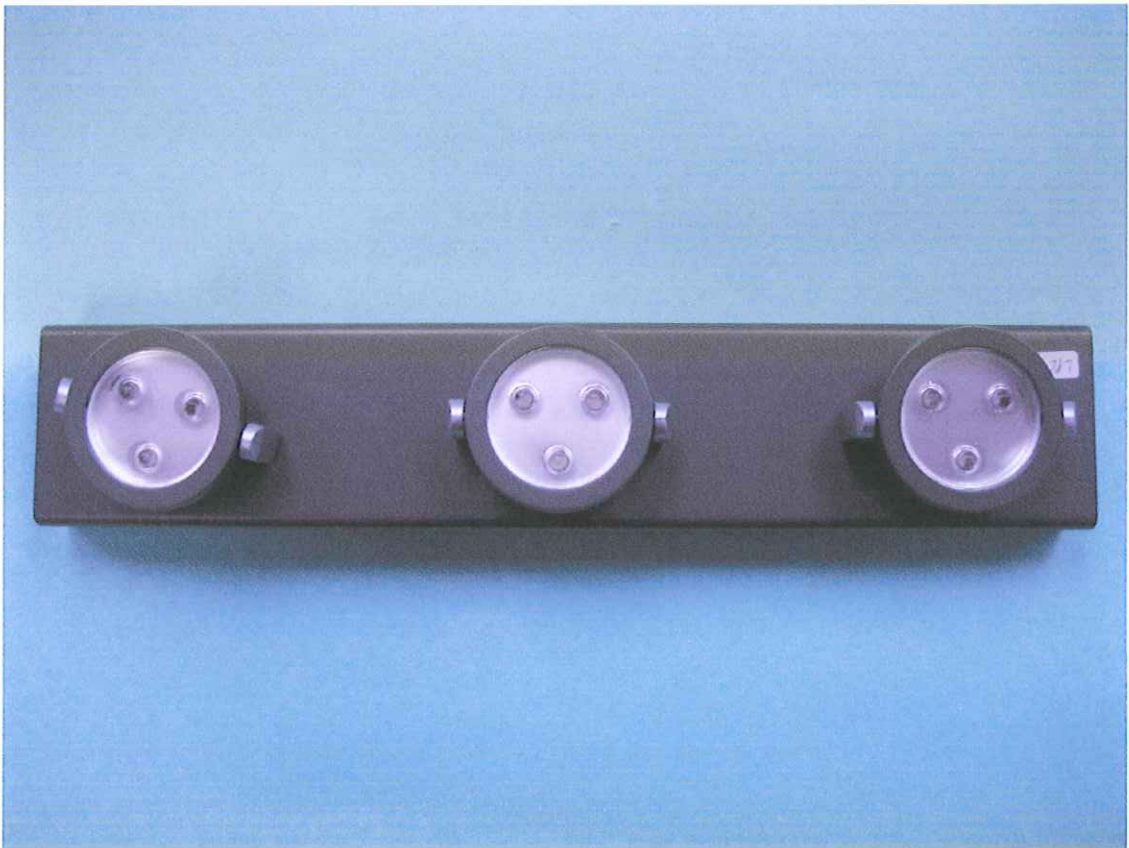
c.c. client

# **Annexure A**

**Our client's Product with model no. H-696**



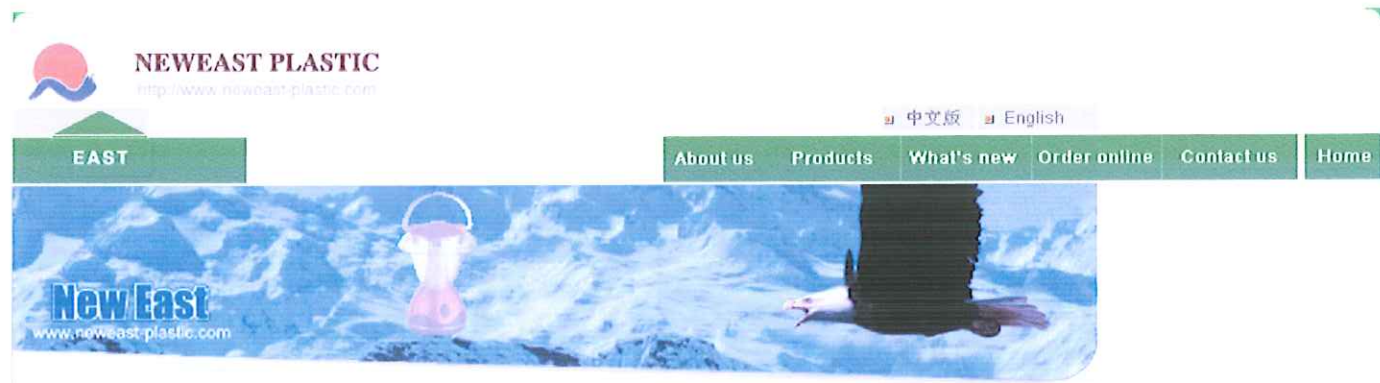
**Our client's Product with model no. H-703**



**Our client's Product with model no. H-740**



# **Annexure B**



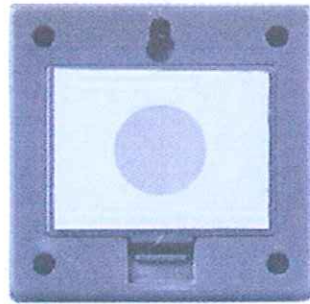
Products

- [reading light](#)
- [Camping light](#)
- [flashlight](#)
- [electric](#)
- [toothbrush](#)
- [Clip light](#)
- [LED Keychain](#)
- [New products](#)
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- [led light](#)
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CONTACT US

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 E-Mail: sales@neweast-plastic.com



Stick & Magnet

No.: NDF-5007

Item: led light

- 1) 3 leds, 11,000-13,000MCD
- 2) power by 3\*1.5AAA
- 3) you can adjust any angle in any direction
- 4) Material: ABS
- 5) you can hang or stick it on wall, there is a magnet in back cover

Carton Size: 55\*32.5\*28=72pcs color box



NDF-5007

Battery: 3X1.5V AAA

Carton Size: 55X32.5X28 = 72pcs

Color: III/N III-R / 7K



**Products**

- timer for runner
- dynamo flashlight
- reading light
- Camping light
- flashlight
- electric
- toothbrush
- Clip light
- LED Keychain
- New products
- touch light
- laser level
- sensor light
- solar lamp series
- led light
- tool series

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No.: NDF-5005

Item: led light

- 1) 9 led, 11,000-13,000MCD
- 2) power by 6\*1.5AAA
- 3) Material: ABS

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**Products**

- timer for runner
- dynamo flashlight
- reading light
- Camping light
- flashlight
  - electric
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No.: NDF-5005

Item: led light

- 1) 9 led, 11,000-13,000MCD
- 2) power by 6\*1.5AAA
- 3) Material: ABS



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www.neweast-plastic.com

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Products

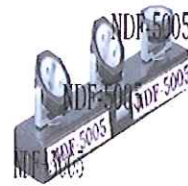
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Type:led light



Type:led light



Type:led light



Type:led light



Type:sensor light



Type:salor light



Type:working light



Type:key light



Type:scissors

Search

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