
Trademark Leasing as a Tax Benefit Instrument

Submitted 13/12/25, 1st revision 15/01/26, 2nd revision 20/02/26, accepted 14/03/26

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Abstract:

Purpose: This paper examines trademark leasing as a financial and tax instrument in the context of intellectual property management. It analyzes the economic rationale for separating and leasing trademarks, the legal framework governing such transactions, and the tax consequences arising under Polish corporate income tax regulations. The study aims to assess whether trademark leasing constitutes an effective and legally compliant tool for enhancing financial efficiency and tax optimization.

Design/methodology/approach: The study applies a doctrinal legal analysis of Polish tax regulations, particularly Articles 15c, 15e, and 16 of the Corporate Income Tax Act, supported by an examination of administrative court judgments and individual tax interpretations. The analysis is complemented by a conceptual discussion of trademark valuation methods and the strategic role of intangible assets in enterprise management.

Findings: The results indicate that trademark leasing may serve as an effective instrument for managing intangible assets and optimizing tax burdens, provided that statutory limitations on debt financing costs and licensing fees are carefully observed. The interaction between multiple tax restrictions significantly affects the deductibility of lease-related expenses. Proper valuation and structural planning are crucial to ensuring compliance and maximizing financial benefits..

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Research limitations/implications: *The study focuses on the Polish legal framework and does not provide empirical quantitative analysis. Future research may include comparative studies across jurisdictions, empirical case studies, and quantitative assessments of the long-term financial impact of trademark leasing strategies..*

Originality value: *Enterprises should integrate intellectual property management into their broader financial strategy and carefully assess the tax implications of leasing arrangements. Proper trademark valuation, compliance monitoring, and alignment with evolving tax regulations are essential to mitigate legal risks and enhance financial stability. Trademark leasing can be a viable alternative financing solution when implemented within a transparent and well-structured legal framework.*

Keywords: *Trademark leasing, intangible assets, tax optimization, debt financing costs, intellectual property management, corporate taxation.*

JEL Code: *K34, H25, M41, G32.*

Paper type: *Research article.*

Declaration of interest statement: *The author declares that he has no conflict of interest.*

1. Introduction

Since 2019, there has been no requirement to present a trademark in graphic form. As a result, multimedia, moving, and holographic trademarks have gained increasing popularity in recent times. Recognizing the need to standardize the rules for examining applications for new types of trademarks, the European Union Intellectual Property Office (EUIPO), together with national intellectual property offices, has developed a common practice.

The agreed-upon rules were published in a several-page document titled "Common Communication. New Types of Marks: Examination of Formal Requirements and Grounds for Refusal," which is available on the EUIPO and Polish Patent Office websites. The guidelines specify, among other things, the formal requirements that must be met when preparing an application and the reasons why a trademark may not be registered (Infor Lex, 2021).

There is widespread awareness among entrepreneurs of the need to protect the trademark, primarily due to the unfair practice of so-called ambush marketing - advertising that relies on association with a protected trademark. A significantly rarer practice, particularly in smaller businesses, is the valuation of a trademark and its use as a tool for tax optimization.

Ongoing changes in tax law, not always favorable to taxpayers, encourage them to seek ways to optimize their settlements with the tax authorities. The decision to use trademark leasing as a financial instrument is not solely the result of tax calculations, but rather an element of a broader competitive strategy. Research on employment flexibility and mechanisms for building competitive advantage indicates that organizations demonstrating higher structural adaptability achieve superior market performance (Ćwiąkała *et al.*, 2025).

By analogy, flexible management of intangible assets - including their separation, transfer, and leasing - may serve as a tool for improving both financial and tax efficiency. One such option may be leasing intangible assets, such as trademarks. This could be an attractive solution for many companies offering franchises today, though it does not fully replace them.

However, it should be understood that the conditions for such optimization can be complex, especially in terms of properly and safely determining the initial value of the leased asset for tax purposes.

2. Trademark - Concept, Potential, Valuation

According to Industrial Property Law (Poland, 2000), a trademark is any sign that can be represented in a graphic form, provided that such a sign is capable of distinguishing the goods of a given enterprise on the market.

Therefore, it can be any sign that allows for the differentiation of goods and/or services of one entrepreneur from those of another entrepreneur and that can be represented in the trademark register in a way that allows for the clear and precise determination of the scope of protection granted to the trademark. This could be, for example, a word, ornament, melody, or even another sound signal. In order for protection to be granted, the trademark must meet two combined criteria simultaneously:

1. It must be capable of distinguishing the goods and/or services of one enterprise from those of another enterprise.
2. It must be capable of being represented in the trademark register.

The application for trademark protection requires a detailed specification of the goods and/or services the applicant intends to protect.

Trademarks are signs used in commerce to identify the products and/or services of a specific entrepreneur. They allow for the differentiation of products of the same kind offered by different entrepreneurs, thus forming the basis for building a brand's image and reputation. There are many types of trademarks. The most common are word marks, graphic marks, word-graphic marks, three-dimensional marks, position

marks, sound marks, color marks, patterns, motion marks, multimedia marks, holograms, and other types of trademarks not listed here.

In addition to tangible fixed assets, intangible assets, including primarily trademarks, corporate brands, know-how, and patents, also have a significant impact on a company's value. Proper valuation of a brand or other intangible and legal assets can significantly influence the effective sale of a business or cost optimization of its operations. Transactions involving the purchase/sale of intangible and legal assets are becoming increasingly common. They can have a substantial impact on the results achieved by the company.

A recognizable name or logo and general brand awareness among the public allow for significantly higher results compared to competitors. Another intangible asset is know-how, which, when purchasing an entire company, can substantially increase profits through access to previously unavailable resources.

Proper valuation of such assets is therefore crucial in today's world, and the requirements of the Accounting Act or international reporting standards may impose an obligation on companies to carry out valuations of intangible assets disclosed in the balance sheet.

Valuing trademarks is a complex process that takes into account numerous variables aimed at determining the value of a trademark. This value is the result of many factors and involves determining the strength of the trademark's reputation. It is an intangible and legal asset, dynamic in nature, and depending on the purpose of the valuation, it can vary in size.

David Aaker (1991) proposed a comprehensive model explaining the sources of brand value. He introduced the concept of brand equity, which refers to a set of "assets" associated with the brand. He defined brand equity as a set of assets and liabilities related to the brand that constitute the difference, i.e., either increases or decreases the value delivered by the product or service to the company or its customer. He also pointed out the dynamically changing factors that shape brand value, depending on the situation, which he grouped into five categories for analytical purposes:

1. Brand loyalty,
2. Brand name awareness,
3. Perceived quality,
4. Brand associations,
5. Other proprietary brand assets,
6. Patents, trademarks, relationships with distribution channels, etc.

According to M. Panfil (2006), "the value of a brand is a function of its ability to generate cash flows in the future. Therefore, the valuation method applied must truly

take into account the future prospects of the brand and must consider the brand's impact on the future profitability of the company". In simplified terms, the subject of trademark valuation is the additional benefits a company gains by branding products, compared to the benefits gained from selling without using a brand.

Contemporary approaches to the valuation of intangible assets increasingly incorporate analytical and algorithmic tools supporting enterprise decision-making processes. As demonstrated in research on the impact of artificial intelligence on organizational decision-making, the application of advanced data analytics significantly enhances the accuracy of financial forecasting and the assessment of strategic assets (Górka *et al.*, 2025).

In the context of trademark valuation, this enables a more precise estimation of future cash flows and the risks associated with maintaining and commercializing the brand. Typically, a brand generates benefits in four areas, namely: it increases the number of customers, increases opportunities for additional sales to current customers, increases customer loyalty (while also reducing churn rates), and opens opportunities to transfer brand power to new products.

The justification for conducting a trademark valuation held by a company may include:

1. The increase in the balance sheet total and the capital of the entity to which the trademark is being contributed.
2. Management and control of the trademark's effectiveness, determining fees for its use by third parties.
3. Determining the real value of the trademark for the purpose of its sale, building a franchise, licensing agreements, forming brand alliances, and establishing terms of cooperation or seeking compensation for infringements.

It is important to be aware that there is no one-size-fits-all method for valuation. In the already cited publication "Managing Brand Equity," D. Aaker identifies at least five general approaches to assessing brand equity value. The first approach is based on the price premium that the name can provide. The second is the effect of the name on customer preferences. The third approach considers the brand's reproduction value. The fourth is based on stock prices. The fifth focuses on the brand's ability to earn.

In practice, four main groups of brand valuation methods are most commonly encountered:

1. **Cost-based:** reproduction/replacement cost. The cost approach assigns value based on the costs of creating a trademark and the cost of replacing an existing trademark with one of equivalent market strength.

2. **Market-based:** market value comparison and royalty comparison. The market approach assigns value based on transaction comparisons (such as royalty rates) involving similar assets. The difficulty in applying this method arises from the limited access to analogous transactions across various markets, involving different rights or circumstances. Therefore, when using data on comparable transactions, one must carefully evaluate not only the values themselves but also other factors.
3. **Income-based:** profit multiplier, discounted cash flows. This approach assigns value to a trademark based on past and expected future profits from goods/services related to the trademark.
4. **Relief from royalty method**, which estimates the expected savings in royalty fees that can be attributed to owning the trademark.

The choice of trademark valuation method depends on many different factors, including the available data, both primary and comparative, the type of industry, the duration of the trademark's existence and operation in the market, the type of market and its consumers, the scale of investment in the trademark, as well as trends or the geopolitical situation. In practice, brands that have already been valued using different methods may seem theoretically more accurate, but the final decision and selection of methodology depend on a broad spectrum of circumstances.

Life, and especially the dynamic development of the business environment, creates various scenarios, which is why assuming that there is only one correct method is overly simplistic. Given the nature of intangible and legal assets, they are often not only separate economic entities but also form what is called a "portfolio of rights," and they often have a significant impact on the value of the valued asset, such as a trademark, or the necessity of valuing the rights together.

Many entrepreneurs are still unaware of the real benefits that come with a brand's established reputation, and consequently, its real value, which has a tangible impact on potential financial benefits that can be achieved.

3. Trademark in the Context of Tax Regulations

A trademark is treated by tax law as an intangible and legal asset. According to tax laws, it is subject to depreciation (Article 22b, paragraph 1 of the PIT Act, Article 16b, paragraph 1 of the CIT Act). Depreciation is calculated based on its initial value. However, a condition for this is the necessity of having a registered trademark with the Patent Office and obtaining ownership rights to the trademark through means other than creating it in-house, i.e., through the development of the business.

Recently, there have been individual interpretations by the Minister of Finance indicating the possibility of depreciating an unregistered trademark. In such cases, the taxpayer can include the incurred expenses directly as operating costs at the time they are incurred. The main condition, however, is the acquisition (e.g., purchase,

donation, contribution), followed by registering it in the fixed assets and intangible assets register. Acquired trademarks must also meet additional conditions, namely:

1. They must be suitable for economic use on the date they are accepted for use,
2. The expected period of use must be more than one year,
3. They will be used by the taxpayer for purposes related to their business activity or made available by them under a licensing agreement (sub-licensing), lease, tenancy, or leasing agreement,
4. They must constitute a right defined in the Industrial Property Law.

Tax laws specify a minimum period for depreciation deductions, which is 60 months, and the maximum tax rate cannot exceed 20%.

4. Trademark Leasing

Since January 1, 2018, the amended CIT provisions (specifically the amended Article 15c of the CIT Act) limit the possibility of including various expenses related to obtaining and using debt financing as costs. In the context of increasing digitalization and the widespread adoption of remote and hybrid work models, the importance of intangible assets as the foundation of enterprise value continues to grow.

Studies addressing financial management challenges in organizations operating under remote and hybrid structures highlight that corporate cost structures are increasingly based on intangible rather than tangible assets (Ćwiąkała *et al.*, 2024).

Trademark leasing may therefore constitute a response to the evolving structure of enterprise assets, enabling flexible management of key strategic resources in a digital environment. In the open catalog of such costs, the legislator, in addition to obvious items such as interest and commissions, has also included, among others, the interest portion of lease payments.

Therefore, since January 1, when determining the amount of debt financing costs that can be included as tax-deductible expenses, the taxpayer must include the interest portion of the paid lease installments. Unfortunately, in the case of operating leases, the interest portion is not always itemized in the invoice or in the current payment schedule from the lessor.

However, this is not all. The amended provisions also introduce limits on the inclusion of any fees for the use or the right to use licenses, trademarks, and know-how, whether paid directly or indirectly to related parties (newly added Article 15 of the CIT Act). As a result, the taxpayer must not only monitor the costs of debt financing but also control which portion of the paid lease installments for licenses, trademarks, and know-how can be recognized as tax-deductible expenses.

These provisions create significant doubts as to whether, in the case of leasing such intangible and legal assets from related parties, the inclusion of the interest portion of the lease payment should be limited by both the provisions limiting debt financing costs and those limiting the amount of fees of a licensing nature, or if it should only be limited by one of them.

Assuming that both limits apply, a situation could arise where the interest portion of the lease installment is within the debt financing cost limit for the year, but the taxpayer still cannot include it as an expense because the total amount of the installment (including the interest portion) exceeds the licensing fee limit.

Moreover, even if the total cost of lease installments for the year is within both limits, the interest portion of the installment would progressively consume both limits. The result is that the taxpayer may not be entitled to recognize financial costs or licensing fees incurred from other sources (e.g., interest paid on a bank loan or certain services purchased from group entities) as expenses for that year.

In order for a given agreement to be recognized for tax purposes as an operating lease, it must meet the following conditions:

1. It must be concluded for a fixed term. Additionally, the term cannot be shorter than two years. This constitutes 40% of the five-year depreciation period for trademarks prescribed by law. This fact is directly related to the next condition;
2. The protective right to the trademark must be subject to tax depreciation;
3. Additionally, the sum of the fees for using the trademark during the term of the agreement, reduced by VAT and the potential buyback price of these rights at the end of the agreement, should be greater than or equal to the initial value of the trademark rights.

In the discussed case, the agreement was concluded between spouses who maintain separate property. Each of them runs their own business. The wife, who holds the trademark rights, has transferred those rights to her husband for paid use.

Therefore, she, as the so-called financier, will be making depreciation deductions from their initial value. The contractual fees for using the trademark rights as lease payments will constitute deductible expenses for the husband (the lessee). Such cost generation, especially within a zero-tax group, allows for a significant reduction in income tax.

The company that created the trademark and then sold it to a related entity subsequently signed a financial lease agreement with that entity for the same trademark. As a result, the company continues to benefit from the trademark's protective rights but pays the contractor lease installments, which consist of both capital and interest portions.

The interest portion is, in fact, compensation for the financier, which means it is taxable income for the financier. On the other hand, for the company (the lessee), the depreciation deductions are tax-deductible expenses.

This Position Was Confirmed by the Supreme Administrative Court. As Judge Stefan Babiarczyk explained, the term "debt financing costs" used in Article 15c of the CIT Act does not exclude the application of Article 16, paragraph 1, point 73 of the CIT Act. He clarified that the concept of "fees and charges" referred to in the exclusion under Article 16, paragraph 1, point 73 of the CIT Act also includes the interest portion of the lease installment related to the right to use a trademark.

The judge added that the limitations in Article 15c, paragraph 1, and paragraph 12, as well as Article 15e, paragraph 1, point 2, introduce separate and independent cost limitations from the exclusion in Article 16, paragraph 1, point 73 of the CIT Act.

According to the Supreme Administrative Court (NSA), the company must therefore apply the exclusion under Article 16, paragraph 1, point 73 of the CIT Act to the amount of the fee exceeding the revenue obtained from the sale of the trademark right. For the remaining portion, the company must apply the two other exclusions.

Taxpayers and courts, taking into account the literal wording of the provisions, held that in the case where the taxpayer exceeds the amount of PLN 3,000,000 in debt financing costs, the limit will only apply to the portion exceeding PLN 3,000,000. In practice, according to taxpayers, the limit of the excess debt financing costs that could be included in the tax-deductible expenses for the tax year should be calculated as 30% of the taxable EBITDA + PLN 3,000,000.

Moreover, the courts indicated that in the case of debt financing costs exceeding PLN 3,000,000, the limitation in including them in tax-deductible expenses does not apply at all.

On the other hand, the tax authorities have repeatedly stated that the taxpayer can include in tax-deductible expenses either the amount determined by the debt financing cost excess limit specified in Article 15c, paragraph 1 of the CIT Act, or the amount determined by the PLN 3,000,000 threshold, depending on which value is higher [Individual Interpretation by the Director of the National Tax Information Office, dated August 25, 2020, ref. 0111-KDIB1-3.4010.274.2020.1.IM].

5. Threefold Stricter Leasing

The problem arose on January 1, 2018, when the amendment to the CIT Act came into force, which resulted in the interest portion of the lease installment being included in the costs of debt financing. This means the limitation of tax-deductible expenses in this regard, in accordance with Article 15c, paragraph 12 of the CIT Act, which states: "The term 'debt financing costs' refers to any costs related to obtaining

funds from other entities, including unrelated entities, and using these funds, particularly interest, including capitalized interest or included in the initial value of fixed assets or intangible assets, fees, commissions, premiums, the interest portion of the lease installment, penalties, and late payment fees, as well as costs of securing liabilities, including costs of derivative financial instruments, regardless of to whom they were incurred."

According to Article 15c, paragraph 1 of the CIT Act, taxpayers, as referred to in Article 3, "Tax obligations and taxpayer's place of residence, paragraph 1," are required to exclude from their tax-deductible expenses debt financing costs to the extent that the excess of debt financing costs exceeds:

1. PLN 3,000,000 or
2. an amount calculated using the following formula:

$$[(P - P_o) - (K - A_m - K_{fd})] \times 30\%$$

Where the symbols represent:

- P - the total amount of revenue from all income sources subject to income tax,
- P_o - interest-type income,
- K - the sum of income-generating expenses without reductions resulting from this paragraph,
- A_m - depreciation deductions referred to in Articles 16a-16m, included in the tax year's costs,
- K_{fd} - debt financing costs included in the tax year's expenses, not included in the initial value of fixed assets or intangible assets, before applying reductions resulting from this paragraph.

In the request for an individual interpretation, the company asked whether the above-mentioned two limitations apply to the interest portion of the lease installment, which is also considered a cost of debt financing under Article 15c, paragraph 12 of the CIT Act and, therefore, subject to the limitation of being included in the tax-deductible expenses based on Article 15c, paragraph 1 of the CIT Act.

The company itself took the position that since the interest portion of the lease installment is subject to limitation under Article 15c of the CIT Act, it cannot simultaneously be excluded from tax-deductible costs based on Article 15e, paragraph 1, point 2 or Article 16, paragraph 1, point 73 of the CIT Act. The company pointed out that the definition of "debt financing costs" includes a wide range of expenses, and among them, the interest portion of the lease installment is specifically mentioned. This term does not appear in any other provision limiting the possibility of including such costs.

Furthermore, the company believed that it is impossible to apply Article 15c, paragraph 12 of the CIT Act to the interest portion of the lease installment, because in every factual situation, this portion would be excluded from tax-deductible expenses under Article 15e, paragraph 1, point 2 or Article 16, paragraph 1, point 73 of the CIT Act.

However, the Director of the National Tax Information Office disagreed with the taxpayer. He pointed out that Article 16, paragraph 1, point 73 of the CIT Act refers only to situations where the right to a trademark was acquired or created by the taxpayer and then disposed of. Therefore, this is not an exclusion from costs related to every situation in which the taxpayer incurs fees for using rights or values referred to in Article 16b, paragraph 1, points 4-7 of the CIT Act.

Moreover, as he added, Article 15e, paragraph 1, point 2 of the CIT Act applies to situations where fees for using, for example, the right to a trademark, are paid to related parties. If such a fee is paid to an unrelated party, the limitation does not apply.

The authority concluded that the factual situation described by the company corresponds to the case where the exclusion under Article 16, paragraph 1, point 73 of the CIT Act applies. If the interest portion of the lease installment were not excluded from costs based on this provision, it would be subject to the limitation of being included in tax-deductible expenses under Article 15c, paragraph 1 of the CIT Act and, as a fee referred to in Article 15e, paragraph 1, point 2 of the CIT Act, if paid to a related party - stated the Director of the National Tax Information Office.

The Voivodeship Administrative Court (WSA) in Opole agreed with the tax authorities (case file I SA/Op 239/18), finding that the company had carried out a legally permissible tax optimization, which, however, triggered limitations regarding the inclusion of such expenses in tax-deductible costs.

This means that the interest portion of the lease installment paid by the complainant to the contractor is excluded (in the appropriate part) from tax-deductible expenses based on Article 16, paragraph 1, point 73 of the CIT Act, according to which: "any fees and charges for the use or the right to use the rights or values referred to in Article 16b, paragraph 1, points 4-7, which are subject to depreciation, acquired or created by the taxpayer or a company that is not a legal person, of which the taxpayer is a partner, and subsequently disposed of - to the extent exceeding the income obtained by the taxpayer from the disposal."

On the other hand, for the portion that is not subject to this exclusion, Article 15c, paragraph 12 of the CIT Act regarding debt financing costs must be applied. Since the interest portion of the lease installment was paid to a related party, it is also subject to Article 15e, paragraph 1, point 2 of the CIT Act - the WSA ruled.

The court considered that not only the grammatical interpretation of the provisions was important, but also the purposive interpretation.

6. The Polish Deal in Debt Financing Costs

Currently, taxpayers are required to exclude from tax-deductible expenses debt financing costs to the extent that the excess of debt financing costs exceeds:

1. PLN 3,000,000 **or**
2. The amount calculated using the formula: $[(P - P_o) - (K - A_m - K_{fd})] \times 30\%$.

Therefore, from the literal wording of the provisions, it follows that when the excess of debt financing costs exceeds PLN 3,000,000 **or** 30% of taxable EBITDA, the excess exceeding the limit will need to be excluded from tax-deductible expenses by the taxpayer. It is clear that the change in the provisions was intended to confirm the position previously expressed in interpretations by tax authorities.

EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) refers to profit before interest, taxes, and depreciation.

The current form of the provisions suggests that if either value is exceeded, the taxpayer will be obligated to exclude the excess costs from tax-deductible expenses. Moreover, no provision explicitly authorizes the taxpayer to apply the higher value. The question arises: if PLN 3,000,000 is lower than 30% of taxable EBITDA, can the taxpayer then use the second option, i.e., 30% of taxable EBITDA?

Explanation from the Act: "To avoid disputes with taxpayers, which might arise from the current wording of Article 15c, paragraph 14 of the CIT Act, it is proposed to change the wording of this provision and explicitly state that the taxpayer may include in their tax-deductible expenses the excess of debt financing costs within the limit defined by 30% of the taxable EBITDA obtained in the tax year or may opt for the 'safe harbor.'

However, they cannot 'combine' both limits and apply them simultaneously" [Explanation to the Draft Act amending the Personal Income Tax Act, Corporate Income Tax Act, and certain other laws].

From this explanation, it can be inferred that the legislator intended to allow the taxpayer to choose one of the proposed options. Furthermore, the use of the term "safe harbor" in reference to PLN 3,000,000 suggests that the legislator may have intended to allow the taxpayer to use the higher value if 30% of taxable EBITDA did not exceed PLN 3,000,000. However, the literal wording of the provision may raise doubts.

Regulations Regarding Minimum Tax: The CIT Act also refers to Article 15c in other places. For example, one element of the tax base for the so-called minimum tax [Article 24ca of the CIT Act] includes debt financing costs incurred to related parties, to the extent that these costs exceed 30% of taxable EBITDA. Therefore, there is no reference to the PLN 3,000,000 threshold in the provisions regarding debt financing costs.

7. Conclusion

Intellectual property, such as trademarks, patents, and copyrights, is widely regarded as the most valuable class of intangible and legal assets. According to the World Intellectual Property Organization, these intellectual creations are most effectively used in commerce.

Trademarks are an essential economic and commercial tool in building the brand value of a company. Research on the adoption of online channels and enterprise digital transformation indicates that brands now operate simultaneously in both physical and digital spaces, and their value is significantly shaped by online presence (Wojak *et al.*, 2025).

Consequently, a trademark can no longer be perceived solely as a product identification tool; it has evolved into a strategic digital asset whose structural management - including leasing arrangements - may materially influence a company's financial stability. The owner of a trademark can transfer their rights to the trademark to other parties, just as in the case of transferring ownership.

Therefore, it is considered an element of intangible and legal assets for a company. It can be sold, pledged, assigned, or franchised. Trademarks and copyrights can contribute to creating a sense of exclusivity. The usage period of intangible and legal assets can vary significantly depending on factors such as customer loyalty, industry dynamics, and changes in consumer preferences.

Creating a trademark that perfectly combines a company's image with its recognizability, the needs and expectations of market participants, and the realities of functioning in a dynamic, digitized world is a financial challenge for many companies.

Hence, leasing is an alternative financing solution. While leasing equipment, machinery, or cars is already a standard element of business financing and does not raise particular concerns when used, leasing intangible and legal assets has a negative connotation and is primarily associated with aggressive tax optimization by multinational corporations, which, as it turns out, is an unjustified assessment. The fear of such an option to secure the company's image deprives many entrepreneurs of financial benefits, including tax advantages.

Furthermore, the "theft" of an unprotected trademark will lead to much more significant losses than the cost of creating, securing, and financing the entire operation.

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