

O/0030/26

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF

TRADE MARK APPLICATION NOS. 4017694 AND 4017749

BY SOLDDO SOFTWARE LTD

TO REGISTER:

**Liberate finance. Accomplish more.**

AND



AS TRADE MARKS IN CLASSES 9 AND 36

AND

IN THE MATTER OF OPPOSITIONS THERETO

UNDER NOS. OP600003327 AND OP600003328

BY LIBERATE WEALTH LIMITED

## Background and pleadings

1. On 23 February 2024, SOLDO SOFTWARE LTD (“**the Applicant**”) applied to register the trade marks featured on the cover of this decision under number UK00004017694 (“the ‘694 mark”) and under number UK00004017749 (“the ‘749 mark”) in the UK. The ‘694 mark and the ‘749 mark, hereafter, jointly defined as “**the Contested Marks**”.
2. The marks were accepted and published in the Trade Marks Journal on 08 March 2024. In both applications registration is sought for the following goods and services in classes 9 and 36:

Class 9        Software; downloadable software; applications (software) for portable electronic devices; software, downloadable software and applications (software) for portable electronic devices for managing, monitoring and organising money, managing and organising financial transactions, making payments and money transfers, purchasing goods or services and banking transactions; software, downloadable software and applications (software) for portable electronic devices for facilitating secure payments, secure credit card and other financial transactions; credit cards; debit cards.

Class 36        Financial services; banking services; online banking services; credit and debit card services; investment services; money management services; information, advisory and consultancy services relating to the aforesaid.

3. On 06 June 2024, Liberate Wealth Limited (“**the Opponent**”) opposed both applications under the fast track opposition procedure, based upon section 5(2)(b) of the Trade Marks Act 1994 (“**the Act**”). The oppositions are against all goods and services in the applications. Both proceedings were consolidated on 26 September 2024.
4. The Opponent relies upon the following three marks:

UK Registration no. UK00003861963 (“**the first earlier mark**”)

Filing date: 22 December 2022

Date of registration: 02 June 2023

Mark's representation: LIBERATE WEALTH

UK Registration no. UK00003861964 ("***the second earlier mark***")

Filing date: 22 December 2022

Date of registration: 02 June 2023



Mark's representation:

UK Registration no. UK00003813431 ("***the third earlier mark***")

Filing date: 26 July 2022

Date of registration: 25 November 2022

Mark's representation: LIBERATE

5. The three trade marks were registered for almost identical services in classes 35 and 36 upon which the oppositions rely and are reproduced below:<sup>1</sup>

Class 35 Business advisory services; business guidance services; business strategy services; business planning services; business research services; business review services; business analysis services; business evaluation services; business support services; business development services; business information services; business

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<sup>1</sup> The services in the Opponent's first and second earlier marks are identical. The specification in the third earlier mark is identical, however, it also contains the limitation "*all of the aforesaid relating to wealth management, asset management, investment advice, investment consulting, corporate advisory services and professional services*" in both classes 35 and 36.

management; business administration; business consultancy services; business management consultancy services; business organisation consultancy services; business advisory services relating to the buying and selling of companies and businesses; preparation of documents relating to the buying and selling of companies and businesses; advertising; marketing services; promotional services; public relations services; market research services; market studies services; market analysis services; business appraisals; corporate reporting services; preparing business reports; business data collection and business data management; business data analysis; business information analysis; economic forecasting; business advisory and consultancy services relating to company performance; business sale, acquisition and merger advice and consultation; arranging business introductions; arranging business introductions relating to the buying and selling of companies and businesses; advisory and consultancy services relating to the corporate structure of businesses; business negotiations; negotiation of contracts for others; information and expert opinions relating to companies and businesses; accounting services; tax preparation; tax planning (accountancy); tax consultancy (accountancy); including all of the aforesaid services provided electronically or online from a computer database or via the internet; information, advisory and consultancy services relating to the aforesaid services.

Class 36 Financial services; financial services relating to wealth management; wealth management and wealth advisory services; financial affairs; financial advisory and consultancy services; financial administration services; financial management services; financial management of companies; financial services relating to business; financing and funding services; lending and loans services; provision of loans; financing of loans; secured loans; arranging of finance and loans; corporate finance services; advisory services relating to corporate finance; consultancy services relating to corporate finance; securing of funds; providing funding for commercial entities; asset-based financing; providing working capital; provision of investment capital; venture capital services;

venture capital and project capital investment services; venture capital financing; venture capital funding services; equity financing; arranging of investments; loan refinancing services; debt advisory services; debt management services; financial planning; financial asset management; financial investigation services; financial information services; collection of financial information; financial information processing; financial database services; financial data analysis; financial forecasting; financial analysis and research services; preparation of financial reports; financial economic analysis; financial market information services; financial appraisals; financial assessments; financial valuation services; insurance; monetary affairs; real estate affairs; fund management; funds investment; fund investment consultation; investment fund services; tax planning [not accounting]; tax advice [not accounting] tax services [not accounting]; including all of the aforesaid services provided electronically or online from a computer database or via the internet; information, advisory and consultancy services relating to the aforesaid services.

6. The first, second and third earlier marks, hereafter, jointly defined as “***the Earlier Marks***”.
7. By virtue of their earlier filing dates, the above registrations all constitute earlier marks within the meaning of section 6 of the Act. As the Earlier Marks had not completed their registration process more than five years before the filing date of the applications in issue, they are not subject to the use provisions contained in section 6A of the Act. The Opponent can, therefore, rely upon all of the services it has identified for each earlier right without having to demonstrate use.
8. The Opponent submits that the respective marks are similar in so far as they share the word “LIBERATE” which is the main distinctive element in the Contested Marks and such similarity will mislead the consumers into believing that the respective trade marks are related. The Opponent also contends that the applied-for goods in class 9 are similar to the Opponent’s services in classes 35 and 36, whereas the contested services in class 36 are identical (or closely related) to the Opponent’s services in class 36.

9. The Applicant filed counterstatements in which it denies the marks are similar. The Applicant admits that the contested services in class 36 are identical or similar to the Opponent's class 36 services, however, it denies that the contested class 9 goods are identical or similar to the Opponent's services.
10. The Applicant is represented by Daneel Williams LLP. The Opponent is represented by Daniel Dimov.

### **Relevance of EU law**

11. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

### **Evidence and submissions**

12. Rule 6 of the Trade Marks (Fast Track Opposition) (Amendment) Rules 2013, S.I. 2013 2235, disapplies paragraphs 1-3 of Rule 20 of the Trade Mark Rules 2008, but provides that Rule 20(4) shall continue to apply. Rule 20(4) states that: "(4) The registrar may, at any time, give leave to either party to file evidence upon such terms as the registrar thinks fit." The net effect of these changes is to require the parties to seek leave in order to file evidence in fast track oppositions.
13. The Applicant was granted leave to file evidence in the form of the witness statement of Jorandi Daneel, a chartered trade mark attorney and co-founder of Daneel Williams LLP, signed and dated 16 December 2024. The witness statement is accompanied by exhibits JD1– JD5.
14. Rule 62(5) (as amended) states that arguments in fast track proceedings shall be heard orally only if (i) the Office requests it or (ii) either party to the proceedings requests it and the registrar considers that oral proceedings are necessary to deal with the case justly and at proportionate cost; otherwise, written arguments will be taken. A hearing was neither requested nor considered necessary; however, both parties filed written submissions in lieu.

15. I will not summarise the evidence and submissions here, but I will refer to them as and where appropriate during this decision. This decision is taken following a careful perusal of the papers.

## **Approach**

16. The Opponent relied upon three earlier registrations in the notice of opposition (as set out above in this decision). I find the third earlier mark represents the Opponent's strongest case as it consists of the word-only "LIBERATE" with no additional matter and it essentially covers the same specification as the other two earlier rights (although it contains an additional limitation as reported above). The first earlier mark "LIBERATE WEALTH", although it features the word "LIBERATE", it contains the additional word "WEALTH" that offers a further point of difference (at least visually and aurally) from the Contested Marks. The second earlier mark consists of the stylised word "LIBERATE" with a figurative device placed at the beginning of the mark. Thus, the second earlier mark's stylisation introduces an obvious further point of difference (at least visually) in respect of the third earlier mark. I do not consider that assessing either the first earlier mark or the second earlier mark would improve the Opponent's position. I will return to consider the position in respect of the remaining earlier marks should I consider it necessary to do so.

## **Preliminary matters**

### State of the register argument

17. The Applicant submits that the word "LIBERATE" found in the Earlier Marks has a weak distinctive character. This is on the basis that there are many "LIBERATE" marks on the register. The Applicant has provided evidence resulting from a search carried out on the TMView database, showing that there are 52 trade marks containing the word "LIBERATE" (or a variation of this word) in relation to goods and services in classes 9 and 36. For the reasons that I will now explain, these search results do little to assist the Applicant.

18. I note that in the case of *Zero Industry Srl v OHIM*, Case T-400/06, the General Court ("GC") stated that:

“73. As regards the results of the research submitted by the applicant, according to which 93 Community trade marks are made up of or include the word ‘zero’, it should be pointed out that the Opposition Division found, in that regard, that ‘... there are no indications as to how many of such trade marks are effectively used in the market’. The applicant did not dispute that finding before the Board of Appeal but none the less reverted to the issue of that evidence in its application lodged at the Court. It must be found that the mere fact that a number of trade marks relating to the goods at issue contain the word ‘zero’ is not enough to establish that the distinctive character of that element has been weakened because of its frequent use in the field concerned (see, by analogy Case T-135/04 *GfK v OHIM – BUS(Online Bus)* [2005] ECR II 4865, paragraph 68, and Case T-29/04 *Castellblanch v OHIM – Champagne Roederer (CRISTAL CASTELLBLANCH)* [2005] ECR II 5309, paragraph 71).”

19. The fact that there are a number of trade marks that contain the word “LIBERATE” (or a variation of it) with classes 9 and 36 protection does not provide much assistance in relation to the distinctiveness of the Opponent’s mark. The Applicant has filed no evidence to demonstrate that any of these marks are actually in use in the marketplace and this evidence does little, therefore, to assist the Applicant. The assessment that I must undertake is based on the perception of the average consumer. The outcome of this opposition will be determined after making a global assessment whilst taking into account all relevant factors and the state of the register offers little to that assessment.

## **Decision**

### **Section 5(2)(b)**

20. Section 5(2)(b) of the Act is as follows:

“5(2) A trade mark shall not be registered if because-

[...]

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark

is protected, there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark”.

21. Section 5A of the Act reads as follows:

“5A Where grounds for refusal of an application for registration of a trade mark exist in respect of only some of the goods or services in respect of which the trade mark is applied for, the application is to be refused in relation to those goods and services only.”

22. The following principles are gleaned from the decisions of the EU courts in *Sabel BV v Puma AG*, Case C-251/95, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*, Case C-39/97, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98, *Matratzen Concord GmbH v OHIM*, Case C-3/03, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH*, Case C-120/04, *Shaker di L. Laudato & C. Sas v OHIM*, Case C-334/05P and *Bimbo SA v OHIM*, Case C-591/12P.

- (a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;
- (b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;
- (c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;
- (d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

- (e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;
- (f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;
- (g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;
- (h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;
- (i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;
- (j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;
- (k) if the association between the marks creates a risk that the public might believe that the respective goods or services come from the same or economically linked undertakings, there is a likelihood of confusion.

### **Comparison of goods and services**

23. In comparing the respective specifications, all relevant factors should be considered, as per *Canon*, where the CJEU stated at paragraph 23 of its judgment:

“In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary.”

24. The relevant factors identified by Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, for assessing similarity were:

- (a) The respective uses of the respective goods or services;
- (b) The respective users of the respective goods or services;
- (c) The physical nature of the goods or acts of service;
- (d) The respective trade channels through which the goods or services reach the market;
- (e) In the case of self-serve consumer items, where in practice they are respectively found or likely to be, found in supermarkets and in particular whether they are, or are likely to be, found on the same or different shelves;
- (f) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether market research companies, who of course act for industry, put the goods or services in the same or different sectors.

25. In *Gérard Meric v OHIM*, Case T- 133/05, the GC stated that:

“29. In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by trade mark application (Case T-388/00 *Institut für Lernsysteme v OHIM – Educational Services (ELS)* [2002] ECR II-4301, paragraph 53) or where the goods designated by the trade mark application are included in a more general category designated by the earlier mark.”

26. In *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)*, Case T-325/06, the General Court stated that “complementary” means:

“[...] there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking.”

27. In *SkyKick UK Ltd & Anor v Sky Ltd & Ors (Rev1)* [2024] UKSC 36, Lord Kitchin set out the proper approach to considering terms in specifications:

“365. [...] The correct approach, as a matter of principle, in considering a specification of services which is defined by terms which are not clear or precise, is to confine the terms used to the substance or core of their possible meanings: see, for example, *Reed Executive plc v Reed Business Information Ltd* [2004] EWCA Civ 159; [2004] RPC 40, at para 43. So too, if a specification of goods is defined by terms which are ambiguous, then it should be confined to those goods which are clearly covered. These principles are consistent with first, the requirement that the specifications of goods and services must be clear and precise so that others know what they can and cannot do; and secondly, general fairness because any ambiguity is the responsibility of the owner of the mark. If despite this, the words used are still unclear so that they cannot be interpreted, then it is permissible to disregard them. But, in my opinion, that will rarely be the case.”

25. In *Avnet Incorporated v Isoact Limited* [1998] FSR 16, Jacob J (as he then was) said at [19]:

“[...] definitions of services [...] are inherently less precise than specifications of goods. [...] In my view, specifications for services should be scrutinised carefully and they should not be given a wide construction covering a vast range of activities. They should be confined to the substance, as it were, the core of the possible meanings attributable to the rather general phrase.”

28. For the purposes of considering the issue of similarity of goods and services, it is permissible to consider groups of terms collectively where they are sufficiently comparable to be assessed in essentially the same way and for the same reasons (see *Separode Trade Mark* (BL O/399/10) and *BVBA Management, Training en Consultancy v. Benelux-Merkenbureau* [2007] ETMR 35 at paragraphs 30 to 38).

29. The goods and services to be compared are shown in the table below:

<b>The Opponent's services</b>	<b>The Applicant's goods and services</b>
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<p><u>Class 35:</u> Business advisory services; business guidance services; business strategy services; business planning services; business research services; business review services; business analysis services; business evaluation services; business support services; business development services; business information services; business management; business administration; business consultancy services; business management consultancy services; business organisation consultancy services; business advisory services relating to the buying and selling of companies and businesses; preparation of documents relating to the buying and selling of companies and businesses; advertising; marketing services; promotional services; public relations services; market research services; market studies services; market analysis services; business appraisals; corporate reporting services; preparing business reports; business data collection and business data management; business data analysis; business information analysis; economic forecasting; business advisory and consultancy services relating to company performance; business sale, acquisition and merger advice and consultation; arranging business introductions; arranging</p>	<p><u>Class 9:</u> Software; downloadable software; applications (software) for portable electronic devices; software, downloadable software and applications (software) for portable electronic devices for managing, monitoring and organising money, managing and organising financial transactions, making payments and money transfers, purchasing goods for services and banking transactions; software, downloadable software and applications (software) for portable electronic devices for facilitating secure payments, secure credit card and other financial transactions; credit cards; debit cards.</p> <p><u>Class 36:</u> Financial services; banking services; online banking services; credit and debit card services; investment services; money management services; information, advisory and consultancy services relating to the aforesaid.</p>
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business introductions relating to the buying and selling of companies and businesses; advisory and consultancy services relating to the corporate structure of businesses; business negotiations; negotiation of contracts for others; information and expert opinions relating to companies and businesses; accounting services; tax preparation; tax planning (accountancy); tax consultancy (accountancy); including all of the aforesaid services provided electronically or online from a computer database or via the internet; information, advisory and consultancy services relating to the aforesaid services; all of the aforesaid relating to wealth management, asset management, investment advice, investment consulting, corporate advisory services and professional services.

Class 36: Financial services; financial services relating to wealth management; wealth management and wealth advisory services; financial affairs; financial advisory and consultancy services; financial administration services; financial management services; financial management of companies; financial services relating to business; financing and funding services; lending and loans services; provision of loans; financing of

loans; secured loans; arranging of finance and loans; corporate finance services; advisory services relating to corporate finance; consultancy services relating to corporate finance; securing of funds; providing funding for commercial entities; asset-based financing; providing working capital; provision of investment capital; venture capital services; venture capital and project capital investment services; venture capital financing; venture capital funding services; equity financing; arranging of investments; loan refinancing services; debt advisory services; debt management services; financial planning; financial asset management; financial investigation services; financial information services; collection of financial information; financial information processing; financial database services; financial data analysis; financial forecasting; financial analysis and research services; preparation of financial reports; financial economic analysis; financial market information services; financial appraisals; financial assessments; financial valuation services; insurance; monetary affairs; real estate affairs; fund management; funds investment; fund investment consultation; investment fund services; tax planning [not accounting]; tax advice [not accounting] tax services

<p>[not accounting]; including all of the aforesaid services provided electronically or online from a computer database or via the internet; information, advisory and consultancy services relating to the aforesaid services; all of the aforesaid relating to wealth management, asset management, investment advice, investment consulting, corporate advisory services and professional services.</p>	
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30. As already mentioned above in this decision, I note that the third earlier mark's specification contains, in both classes 35 and 36, the limitation "*all of the aforesaid relating to wealth management, asset management, investment advice, investment consulting, corporate advisory services and professional services*". In assessing the similarity (or lack thereof) between the goods and services at hand, I took into consideration such limitation.

### **Class 9**

31. The Opponent contends that some of the contested class 9 goods relate to the Opponent's business services in class 35 (e.g., "*economic forecasting, accounting services, tax preparation, tax planning (accountancy), tax consultancy (accountancy)*") whilst other various contested software goods are finance-related and, therefore, they are similar to the Opponent's financial services in class 36 in that the respective goods and services "*fall within the scope of finance and economics*".<sup>2</sup> Furthermore, the Opponent contends that the registered services in both classes 35 and 36 are "*[...] services provided electronically or online from a computer database or via the internet*" and, thus, they relate to software and software-related goods.<sup>3</sup>

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<sup>2</sup> Opponent's statement of grounds at page 4.

<sup>3</sup> Ibid.

32. The Applicant refuses the Opponent's argument for which the contested goods in class 9 are similar to the Opponent's services in classes 35 and 36 and it submits that merely because a company operating within the financial or business sector may use software products, it does not mean that their services are similar to a software product.<sup>4</sup>
33. The contested specification in class 9 features software and applications software at large (i.e., "*Software; downloadable software; applications (software) for portable electronic devices*"), software and applications software in the field of financial services (i.e., "*software, downloadable software and applications (software) for portable electronic devices for managing, monitoring and organising money, managing and organising financial transactions, making payments and money transfers, purchasing goods or services and banking transactions [...] for facilitating secure payments, secure credit card and other financial transactions*") as well as the terms "*credit cards; debit cards*".
34. Before I move on to assess the similarity (or lack thereof) between the respective goods and services, it is worth clarifying that I consider that the software and applications software goods at large may be interpreted as encompassing software and applications software used to provide financial services.<sup>5</sup>
35. I will now consider the following contested goods in class 9: "*Software; downloadable software; applications (software) for portable electronic devices; software, downloadable software and applications (software) for portable electronic devices for managing, monitoring and organising money, managing and organising financial transactions, making payments and money transfers, purchasing goods or services and banking transactions; software, downloadable software and applications (software) for portable electronic devices for facilitating secure payments, secure credit card and other financial transactions*".
36. With regard to the Opponent's "*Financial services*" in class 36, I note the parties' arguments, and I find that whilst the respective goods and services differ in their nature (software versus financial services), the software goods at hand enable financial institutions to provide their services. Thus, the respective goods and

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<sup>4</sup> Applicant's submissions in lieu dated 24 February 2025, at [33].

<sup>5</sup> See the Appointed Person's reasoning in BL O/531/22 at [6] – [16].

services overlap in their intended purpose (provision of financial services) and method of use. Furthermore, the respective goods and services partially overlap in the target consumer (i.e., the general public) in that financial institutions generally develop and maintain their own software platforms, through which they provide their respective financial services.<sup>6</sup> Therefore, for example, for banking services, the general public will obtain both the banking services and the software application by the same bank to access these services.

37. Given that the Opponent's financial services can be provided by means of a software/applications software, and bearing in mind that most financial services nowadays are completely dependent on computers and software,<sup>7</sup> I find the goods and services at hand to be indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking. Thus, the goods and services at hand are complementary. In the eventuality that financial institutions develop their own software platforms, the respective goods and services share the same trade channels and are in competition with each other. It follows the goods and services at hand are highly similar.

38. However, I appreciate that there can be instances where the Applicant's goods are developed by third parties that differ from the financial institutions providing the financial services. In such instances, the respective goods and services differ in their consumers (although they still overlap in their end users), trade channels and they are not in competition with each other. In such instance I find the respective goods and services to be similar to a medium degree.

39. I now turn to the Applicant's "*credit cards; debit cards*" in class 9. Neither party submitted arguments regarding these goods. The contested goods consist of physical cards enabling the user to transfer funds (in a debit or credit system). The Opponent's "*Financial services*" include the issuing and/or managing of credit/debit cards (including the managing and transfer of money). Although the respective goods and services differ in their nature (physical cards versus financial services), they overlap in their intended purpose (money transfer and management) and end users (general public using the cards and accessing the related financial services).

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<sup>6</sup> Case T-237/21 at [40].

<sup>7</sup> Ibid. at [36].

Financial services, such as money transfer, are strictly linked to the use of credit/debit cards and normally money transfer services (or other related financial services) are provided by the same financial institutions (either physical or online) that also issue the credit/debit cards. Therefore, the goods and services at hand are complementary and share the same trade channels. The goods and services are unlikely to be in competition with each other because, as already stated, the same financial institution will normally issue the credit/debit card to the user and offer the related financial services (i.e., money transfer/management). Overall, I find the goods and services at hand to be highly similar.

40. In reaching my conclusions above, I also considered the limitation contained in the third earlier mark. This does not affect my findings on similarity.

### **Class 36**

41. The Applicant conceded, in its counterstatements, that *“it is accepted that the services for which the Applicant is seeking protection in Class 36 are identical with or similar to the services for which the Opponent’s earlier marks secured registration in Class 36”*.<sup>8</sup> Whilst the Applicant accepts that there is some degree of similarity (or identity) between the respective class 36 services, its submissions do not make clear whether it considers the services at hand to be identical or similar. In this regard, I find, first, that the Applicant’s *“Financial services”* is self-evidently identical to the Opponent’s *“Financial services”*, and second, that the Applicant’s remaining terms *“banking services; online banking services; credit and debit card services; investment services; money management services; information, advisory and consultancy services relating to the aforesaid”* all fall within the scope of financial services and are, therefore, *Merit* identical to the Opponent’s broader term *“Financial services”*.

### **Average consumer and the purchasing act**

42. As the case law above indicates, it is necessary for me to determine who the average consumer is for the respective parties’ goods and services. I must then decide the manner in which these goods and services are likely to be selected by

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<sup>8</sup> See Forms TM8s and related counterstatements both dated 16 September 2024, at [15].

the average consumer in the course of trade. In *Hearst Holdings Inc, Fleischer Studios Inc v A.V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. described the average consumer in these terms:

“60. The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The words “average” denotes that the person is typical. The term “average” does not denote some form of numerical mean, mode or median”.

43. The average consumer for the goods and services for which I found identity or similarity in classes 9 and 36 (i.e., financial-related software/applications software and credit/debit cards to access financial services), is the general public, for example, users downloading a software or software application onto their devices to access financial/banking services as well as credit/debit card users. However, the relevant consumers may also be businesses (e.g., banks) wanting specialist software for their business operations (e.g., banks or financial institutions that use specialised software to offer their financial services).

44. The cost and frequency of purchase for the goods and services will vary depending on the type of financial services the consumers intend to access (being provided via the (applications) software or credit/debit cards) and from the speciality of the financial-related software. The costs of the goods and services may vary from lower for basic financial services (and related basic software functions such as, for example, banking apps) to relatively high for more technical financial services and more specialised software. With regard to the (applications) software, although consumers would pay more attention to the financial services being purchased rather than to the mobile applications (or other software platform) relating to these financial services, nonetheless consumers will take into account several factors when purchasing the financial-related software goods, such as suitability, technical function, user interface, and the compatibility of the software with existing systems.

The Applicant referred me to a previous decision<sup>9</sup> from this Tribunal where it was found that “[...] *potential customers* [the general public or commercial undertakings] *pay close attention to charges, interest rates, price comparisons, accessibility of services, quality, etc. before entering into the purchasing act*”.<sup>10</sup> The Opponent did not submit arguments on this point. Although I am not bound by previous decisions from this Tribunal, I agree that these are relevant factors consumers would consider when purchasing the goods and services at hand.

45. Based on these factors, I find that the general public for the (applications) software goods and credit/debit cards in class 9 and the financial services in class 36 will pay an above-medium degree of attention. For both goods in class 9 and services in class 36, the professional public will pay a higher degree of attention. Following from the above, I will assess the likelihood of confusion from the perspective of the general public since they are the group who will pay the lower degree of attention.<sup>11</sup>

46. The goods and services are likely to be obtained by self-selection from websites, e-commerce platforms, app stores as well as physical financial institutions (e.g., banks) or online equivalents. The goods and services may also be purchased following advertisements on social media or other specialised online platforms. Consequently, visual considerations are likely to dominate the selection process. However, I do not discount that there may also be an aural component to the purchase of the goods and services through advice sought from a sales assistant or representative, and word-of-mouth recommendations.

### **Comparison of marks**

47. It is clear from *Sabel BV v Puma AG* (particularly paragraph 23) that the average consumer normally perceives a trade mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the trade marks must be assessed by reference to the overall impressions created by the trade marks, bearing in mind their distinctive and dominant components.

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<sup>9</sup> BL O/120/09 at [27].

<sup>10</sup> Applicant’s submissions in lieu dated 24 February 2025, at [36].


<sup>11</sup> Case T-356/14, [25] – [26].

48. The CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“[...] it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion”.

49. It would be wrong, therefore, to dissect the trade marks artificially, although it is necessary to take into account the distinctive and dominant components of the marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

50. The respective trade marks are shown below:

Earlier Mark	Contested Marks
<p style="text-align: center;"><b>LIBERATE</b></p> <p style="text-align: center;"><i>(“the third earlier mark”)</i></p>	<p>Liberate finance. Accomplish more.</p> <p><i>(“the ‘694 mark”)</i></p>
	 <p><i>(“the ‘749 mark”)</i></p>

**Overall impression**

51. The Opponent contends that the respective marks' overall impressions are dominated by the word "LIBERATE".<sup>12</sup> Turning to the Contested Marks, the Applicant denies the Opponent's argument that "LIBERATE" is the dominant element in the marks and that the words "Accomplish more" will be seen as a general promotional slogan. The Applicant submits that all the words in the Contested Marks hang together with unitary character creating a single, distinguishable slogan mark.<sup>13</sup>
52. I acknowledge both parties' submissions. Regarding the third earlier mark, I find that the mark's overall impression resides in the word "LIBERATE" of which it is composed.
53. The '694 mark comprises the words "Liberate" and "finance", followed by a full stop and the words "Accomplish more", also followed by a full stop. I find that "Liberate" will be seen as the more distinctive element as "finance" will be seen as descriptive of the goods and services, and "Accomplish more." will be seen as a promotional slogan. The mark's overall impression resides in the combination of the words "Liberate", being the more distinctive element in the mark, "finance" and the slogan "Accomplish more.".
54. The '749 mark displays the words "Liberate finance. Accomplish more." arranged over two lines, one above the other. The wording appears in a small white font positioned in the top left corner of a rectangular, colourful background that transitions from black in the top left corner, through bright red in the centre, to orange and yellow in the bottom right corner. Taking into consideration that the consumer's eye is naturally drawn to the elements of the mark that can be read,<sup>14</sup> and that consumers normally read from left to right (and top to bottom), I find that consumers will turn their attention to the verbal element in the mark. Thus, although the wording is not the most visually prominent feature due to its size, it remains the mark's primary distinctive element, with the colourful background playing a secondary role yet still contributing, in part, to the overall impression. With regard to the mark's wording, the same reasoning outlined in the paragraph above applies.

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<sup>12</sup> Opponent's statement of grounds dated 6 June 2024 at point (iii) of page 3.

<sup>13</sup> Applicant's counterstatement dated 16 September 2024 at [20], [22] and [26].

<sup>14</sup> *Migros-Genossenschafts-Bund v EUIPO*, T-189/16, [52].

## Visual similarity

55. The third earlier mark “LIBERATE” is an eight-character word represented in standard font. The ‘694 mark consists of the combination of two pair of words “Liberate finance.” and “Accomplish more.” each ending with a full stop and with “Liberate” and “Accomplish” being capitalised. The Opponent contends that the respective marks coincide in their respective first words “liberate” and that this overlap is particularly relevant since the beginnings of marks have more importance than the other elements in the mark.<sup>15</sup> The Applicant contends that the only common element between the respective marks is the word “LIBERATE”, which is merely one portion of the ‘694 mark as it comprises the additional wording “finance”, “Accomplish” and “more”, none of which is found in any of the Opponent’s marks and that will not be overlooked by the relevant consumers and cannot be said to be negligible.<sup>16</sup>

56. I appreciate the parties’ submissions. Taking into account, on the one hand, that the marks share the first identical word “LIBERATE” and that the beginnings of words tend to have more visual impact than their endings<sup>17</sup> and, on the other hand, that the ‘694 mark features three additional words, I find that the marks, overall, have a below-medium degree of visual similarity.

57. For the sake of completeness, I note that although the third earlier mark is all capitalised whereas the ‘694 mark has only the first letter capitalised, this is irrelevant for the purposes of this assessment because trade marks registered as plain words protect the word or words contained in the mark irrespective of capitalisation.<sup>18</sup>

58. Turning to the ‘749 mark, as already found at [54], the relevant consumers will turn their attention to the verbal element in the mark, namely, the words “Liberate finance.” and “Accomplish more.” arranged on two lines on top of each other. Regarding this verbal element, the same reasoning above can apply. The colourful

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<sup>15</sup> Opponent’s written submissions dated 2 October 2024 at first paragraph of first page.

<sup>16</sup> Applicant’s submissions in lieu dated 24 February 2025 at [17] points (f) and (g).

<sup>17</sup> Cases T-183/02.

<sup>18</sup> Case T-24/17 at [39].

background creates a further visual difference. Overall, I find the marks to be visually similar to a low degree.

### **Aural similarity**

59. The third earlier mark consists of the three-syllable word “LIB-ER-RATE”. The ‘694 mark comprises of the four words “liberate / finance / accomplish / more”.

60. The Applicant argues that the addition of the three words “finance”, “accomplish” and “more” creates a rhythm and intonation in the pronunciation of the mark that differs from that of the third earlier mark, rendering the ‘694 mark phonetically different from the third earlier mark.<sup>19</sup> The Opponent did not submit specific arguments concerning the marks’ aural similarity.

61. Given the meaning the words convey, as discussed further below in this decision, the mark’s syntactical structure and the mark’s punctuation, I find the relevant consumers will read the words “liberate”, “finance” and “accomplish more”. The marks coincide in their respective first word “LIBERATE”. As stated above, taking into consideration that the beginnings of marks have more importance than the other elements in the mark and taking into account the additional words in the ‘694 mark, overall, I find the marks have a low degree of aural similarity.

62. Regarding the ‘749 mark, the same reasoning above applies. The relevant consumers will not attempt to voice the colourful background and thus, also in relation to the ‘749 mark, the respective marks exhibit a low degree of aural similarity.

### **Conceptual similarity**

63. The Applicant submits that the term “LIBERATE” is a common English term and it provided evidence, in the form of an extract from the Cambridge dictionary, showing that this term means “to help someone or something to be free”.<sup>20</sup> The Applicant also submits that a conceptual comparison cannot be made between the respective marks because the Contested Marks do not have a specific meaning

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<sup>19</sup> Applicant’s counterstatement dated 16 September 2024 at [10].

<sup>20</sup> Jorandi Daneel’s witness statement dated 16 December 2024, at [12] and exhibit JD5.

whereas the third earlier mark does.<sup>21</sup> The Opponent did not submit specific arguments regarding the meaning of “LIBERATE” or the respective marks’ conceptual similarity. However, in relation to the dictionary extract provided by the Applicant on the meaning of “LIBERATE”, although the Opponent disputes that the term is descriptive of the relevant goods and services, it does not deny that “liberate” is a common English word and the meaning advanced by the Applicant.<sup>22</sup> Therefore, from the parties’ submissions, I derive that “LIBERATE” is a common English dictionary word conveying the general meaning of “helping someone/something to be free” or “freeing (someone or something)”. When used in relation to the services for which it is registered, the third earlier mark conveys the meaning of “freeing” or to “help someone/something to be free” in relation to financial services.

64. Turning to the meaning of the Contested Marks, I agree with the Applicant that “Liberate finance” does not convey a clear meaning, however, following from the considerations above, I find that the relevant consumers will still be able to attach some meaning to this words as alluding to the freeing of someone or something in the field of finance (or regarding financial matters). With regard to “Accomplish more”, I agree with the Opponent that this is a general motivational slogan<sup>23</sup> encouraging consumers that greater achievement is within reach.

65. Following from the above, the respective marks allude to the freeing of something or someone with regard to the financial sector; however, the third earlier mark either does not specify what is being “liberated” or is the imperative form, whereas the Contested Marks encourage consumers to “liberate” something/someone relating to finance and to “accomplish more”. Overall, the third earlier mark and the Contested Marks have a between-medium-and-high conceptual similarity.

### **Distinctive character of the earlier trade mark**

66. In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97 the CJEU stated that:

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<sup>21</sup> Applicant’s submissions in lieu dated 24 February 2025 at [17] points (j).

<sup>22</sup> Opponent’s submissions in lieu dated 20 December 2024 at [5].

<sup>23</sup> Opponent’s written submissions dated 2 October 2024 in the second paragraph of page 3.

“22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-0000, paragraph 49).

23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51).”

67. Registered trade marks possess varying degrees of inherent distinctive character.

These range from the very low, such as those which are suggestive or allusive of the goods and services, to those with high inherent distinctive character, such as invented words.

68. Although the distinctiveness of a mark may be enhanced as a result of it having been used in the market, the Opponent has filed no evidence of use of its mark. Accordingly, I have only the inherent position to consider.

69. The Applicant, in the person of Mr Daneel, filed evidence to show that “liberate” (as well as “liberating” or “liberation”) is commonly used “*to describe financial services/products, or simply using the term in relation to finances/money*”.<sup>24</sup> Mr Daneel provided a series of extracts from online articles, relating to finance, where

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<sup>24</sup> Jorandi Daneel’s witness statement dated 16 December 2024, at [5].

“liberate” is used.<sup>25</sup> Although I appreciate that “liberate” is used as a verb in common English language, including texts concerning financial matters, I do not see how the evidence demonstrates that “liberate” is used to describe the goods and services for which the third earlier mark is registered. I agree with the Opponent’s view that the evidence merely shows instances where “liberate” is used in conjunction with words that relate to finance (e.g., “[...] liberate the Treasury [...]”, “liberate accountants to carry out work of higher value”, “automation continues to liberate finance teams”, “[...] liberate your finances”, “liberate your capital”), however, this is insufficient to show the mark’s descriptiveness.<sup>26</sup> Furthermore, I note that the third earlier mark consists of the word “LIBERATE” without any additional words, whereas all the evidence provided refer to the verb “liberate” used within a phrase or in conjunction with other words to convey different meanings.

70. Mr Daneel provided further extracts of online articles where “liberate” is used,<sup>27</sup> clarifying that although the extracts come from websites outside of the United Kingdom, they remain relevant given “*the global reach of the Internet and accessibility of this information from the UK*”.<sup>28</sup> In this regard, I remind myself that the mere fact that a website is accessible from the UK is not a sufficient basis for concluding that it targets UK consumers.<sup>29</sup> Therefore, I will disregard this part of Mr Daneel’s evidence.

71. For the sake of completeness, I note that Mr Daneel also provided a list of registered companies featuring “liberate” in their names.<sup>30</sup> From the evidence provided I see that only two companies including “liberate” are currently active and one of these companies (Liberate Wealth Limited) is the Opponent. Therefore, I cannot derive from this evidence that “liberate” is a commonly used word in relation to financial goods and/or services.

72. The third earlier mark is the English dictionary word “LIBERATE” consisting of a verb that conveys the general meaning of “freeing” (something or someone). I find

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<sup>25</sup> JD2.

<sup>26</sup> Opponent’s submissions in lieu dated 20 December 2024, at [2].

<sup>27</sup> JD3.

<sup>28</sup> Jorandi Daneel’s witness statement dated 16 December 2024, at [8].

<sup>29</sup> *Lifestyle Equities CV and another (Respondents) v Amazon UK Services Ltd and others* [2024] UKSC 8, at [24] to [31].

<sup>30</sup> JD1.

the mark to be neither descriptive of, nor to have any clear semantic correlation with the services for which it was registered. It is my view that the third earlier mark has an above-medium degree of inherent distinctive character.

### **Likelihood of confusion**

73. There is no simple formula for determining whether there is a likelihood of confusion. The factors considered above have a degree of interdependency (*Canon* at [17]). I must make a global assessment of the competing factors (*Sabel* at [22]), considering the various factors from the perspective of the average consumer and deciding whether the average consumer is likely to be confused. In making my assessment, I must keep in mind that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely upon the imperfect picture of them he has retained in his mind (*Lloyd Schuhfabrik* at [26]).

74. Confusion can be direct or indirect. Direct confusion involves the average consumer mistaking one mark for the other (*L.A. Sugar Limited v By Back Beat Inc*, Case BL-O/375/10).

75. The Opponent argues that the marks are confusingly similar because they share the initial word “liberate”. It is also submitted that the additional elements “finance” and “accomplish more” in the Contested Marks do not add distinctiveness, as the former is merely descriptive of the relevant goods and services and the latter is a motivational slogan. Consequently, these additions cannot prevent the marks from being considered confusingly similar.<sup>31</sup> The Opponent did not submit arguments specifically concerning the marks’ likelihood of indirect confusion.

76. The Applicant contends that, although the respective marks share the same word “liberate”, this is where the similarity ends. The Applicant submits that the relevant consumer will perceive all the additional wording in the Contested Marks (as well as the figurative elements in the ‘749 mark) and will be able to distinguish between the marks, including any likelihood of association.<sup>32</sup>

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<sup>31</sup> Opponent’s written submissions dated 2 October 2024.

<sup>32</sup> Applicant’s submissions in lieu dated 24 February 2025, at [39] – [42].

77. I note the parties' submissions, and I have taken them into consideration in my assessment of likelihood of direct and indirect confusion (or lack thereof). I have found the level of similarity between the respective goods and services to range from medium or high (according to the developer of the Applicant's goods) to identity. The level of attention paid by the general public is above medium for both the goods in class 9 and the services in class 36. The distinctiveness of the third earlier mark is above medium. Regarding the '694 mark, I found a below-medium visual similarity, a low aural similarity and the conceptual similarity to be between medium and high. Regarding the '749 mark, I found the visual and aural similarity to be low and the conceptual similarity to be between medium and high. The purchase of the contested goods and services is considered to be mainly visual but the potential for aural use is borne in mind. The respective marks overlap in their initial word "LIBERATE", but they differ in the additional words "finance. Accomplish more" as well as in the colourful background in the '749 mark. Therefore, I find that the marks are unlikely to be mistakenly recalled or misremembered as each other and I do not consider there to be a likelihood of direct confusion.

78. It now falls to me to consider the likelihood of indirect confusion. The concept of indirect confusion was described in the following terms by Iain Purvis Q.C. sitting as the Appointed Person, in *L.A. Sugar Limited v By Back Beat Inc*, Case BL-O/375/10:

"16. Although direct confusion and indirect confusion both involve mistakes on the part of the consumer, it is important to remember that these mistakes are very different in nature. Direct confusion involves no process of reasoning – it is a simple matter of mistaking one mark for another. Indirect confusion, on the other hand, only arises where the consumer has actually recognized that the later mark is different from the earlier mark. It therefore requires a mental process of some kind on the part of the consumer when he or she sees the later mark, which may be conscious or subconscious but, analysed in formal terms, is something along the following lines: "The later mark is different from the earlier mark, but also has something in common with it. Taking account of the

common element in the context of the later mark as a whole, I conclude that it is another brand of the owner of the earlier mark.

17. Instances where one may expect the average consumer to reach such a conclusion tend to fall into one or more of three categories:

- (a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right ('26 RED TESCO' would no doubt be such a case).
- (b) where the later mark simply adds a non-distinctive element to the earlier mark, of the kind which one would expect to find in a sub-brand or brand extension (terms such as 'LITE', 'EXPRESS', 'WORLDWIDE', 'MINI' etc.).
- (c) where the earlier mark comprises a number of elements, and a change of one element appears entirely logical and consistent with a brand extension ('FAT FACE' to 'BRAT FACE' for example)".

79. These three categories are not exhaustive; rather, they were intended to be illustrative of the general approach, as has been confirmed by the Court of Appeal.<sup>33</sup> I recognise that a finding of indirect confusion should not be made merely because the competing marks share a common element. In this connection, it is not sufficient that a mark merely calls to mind another mark: this is mere association not indirect confusion.<sup>34</sup> The Court of Appeal has also emphasised that, where there is no direct confusion, there must be a "proper basis" for finding indirect confusion.<sup>35</sup>

80. With regard to the '694 mark, I find that the consumers, although they will not confuse one mark for the other, nonetheless will likely see the mark "Liberate Finance. Accomplish more" as indicating a brand extension of the house brand

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<sup>33</sup> *Liverpool Gin Distillery and others v Sazerac Brands, LLC and others* [2021] EWCA Civ 1207.

<sup>34</sup> *Duebros Limited v Heirler Cenovis GmbH*, BL O/547/17.

<sup>35</sup> *Liverpool Gin Distillery*.

“LIBERATE”. In line with my findings above, the term “liberate” is quite an unusual term to use in relation to the financial sector (namely software/applications software for financial services as well as financial services at large). The relevant consumer is likely to perceive “LIBERATE” in the ‘694 mark as the house mark and, when confronted with the addition of “finance”, the consumer will likely perceive it as referring to the goods and services at hand and as the result of a rebranding or sub-branding linked to the “LIBERATE” brand concerning the financial sector. I reach this conclusion especially bearing in mind the third earlier mark’s above-medium inherent distinctiveness and the identity between the financial services in class 36. With regard to the additional words “Accomplish more”, I agree with the Opponent that the consumer will likely perceive this expression as an inspirational slogan, and it will not consider it as a differentiating element from the “LIBERATE” house mark.

81. The same reasoning above applies to the ‘749 mark. The fact that the ‘749 mark features the words “Liberate finance. Accomplish more.” arranged on two lines and placed on a colourful background does not affect the way consumers will understand the mark as being a rebranding or sub-branding linked to the “LIBERATE” house mark.

82. It follows that a significant proportion of the relevant consumers will likely see the Contested Marks as a sub-brand or brand extension deriving from the third earlier mark and will likely believe that both marks originate from the same or economically linked undertakings. As a result, I find that there is a likelihood of indirect confusion.

## **Conclusion**

83. The opposition under section 5(2)(b) succeeds in full and the application, subject to any appeal, will be refused for all the goods and services applied for.

84. Earlier in the decision, I said that I would return to consider the position in respect of the remaining earlier marks should I consider it necessary to do so. In view of my findings of likelihood of confusion in relation to the third earlier mark, and in light of my considerations at paragraph [16] it is not necessary for me to conduct a comparison of the remaining earlier marks and the Contested Marks as I do not

consider that either mark would have represented a stronger case for the Opponent.

## Costs

85. As the Opponent has been successful, it is entitled to a contribution towards its costs. Costs awards are capped at £600 for a standard fast track case where no evidence is filed. The case at hand involves consolidated proceedings and the Applicant has filed evidence in accordance with TPN 2/2013. Therefore, I will award costs outside of the £600 cap as this is not a standard fast track case. Bearing in mind the relevant scale set out in the Tribunal Practice Notice (TPN) 1/2023 I award costs as follows:

Official fee (x2)	£200
Preparing a statement of grounds and considering the other side's statement (x2)	£250
Considering and commenting on the other side's evidence	£600
Preparing submissions in lieu	£350
<b>Total</b>	<b>£1,400</b>

86. I order SOLD0 SOFTWARE LTD to pay the sum of **£1,400**. This sum is to be paid within 21 days of the expiry of the appeal period or within 21 days of the final determination of this case, if any appeal against the decision is unsuccessful.

**Dated this 19<sup>th</sup> day of January 2026**

**Andrea Rossi**  
**For the Registrar**