

O/0080/26

TRADE MARKS ACT 1994

IN THE MATTER OF UK TRADE MARK REGISTRATION NO. 2457780

IN THE NAME OF EASY LIMO UK LTD

IN RESPECT OF THE SERIES OF THREE TRADE MARKS:

easy limo

easylimo

EASY LIMO

IN CLASS 39

AND

THE APPLICATION FOR THE REVOCATION THEREOF

UNDER NO. 508095

BY KILBURN & STRODE LLP

Background and pleadings

1. Easy Limo UK Ltd (the “proprietor”) applied to register the trade marks shown on the cover page of this decision in the UK (“the contested marks”).¹ The contested marks were accepted and published in the Trade Marks Journal on 30 November 2007, and were registered on 7 March 2008 in respect of the following services:

Class 39: Chauffeur-driven car and limousine hire services.

2. On 22 November 2024, Killburn & Strode LLP (“the cancellation applicant”) applied to revoke the contested marks on the grounds of non-use based upon section 46(1)(a) and 46(1)(b) of the Trade Marks Act 1994 (“the Act”). Specifically, the period in respect of which non-use is claimed under section 46(1)(a) is 8 March 2008 to 7 March 2013 (“the first relevant period”), with an effective date of revocation of 8 March 2013. The periods in respect of which non-use is claimed under section 46(1)(b) are 22 November 2014 to 21 November 2019 (“the second relevant period”), with an effective date of revocation of 22 November 2019, and 22 November 2019 to 21 November 2024, with an effective date of revocation of 22 November 2024 (“the third relevant period”).
3. The proprietor filed a counterstatement defending the contested marks in respect of the goods for which it is registered. The proprietor submits that the application seeking revocation is “not well-founded”, should be rejected, and requests that an award of costs be made in its favour.
4. Only the proprietor filed evidence in these proceedings. No hearing was requested and neither party filed written submissions in lieu of a hearing. This decision is taken following a careful consideration of all of the papers on file.

¹ Whilst the contested marks are presented as a series of two marks (with the top two marks being shown in one), the register confirms there are three marks in the series and, as such, I intend to consider the contested marks as three individual series marks.

REPRESENTATION

5. The proprietor is represented by ip21 Limited.
6. Kilburn & Strode LLP is self-represented.

EVIDENCE

7. As discussed above, only the proprietor filed evidence in these proceedings, which was in the form of a witness statement by the proprietor's director, Maziar Hananian, dated 26 March 2023. This witness statement was filed with six accompanying exhibits (Exhibit MH1 to MH6) and is discussed in further detail in paragraphs 14 to 15 of this decision.

RELEVANCE OF EU LAW

8. 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.

DECISION

9. Section 46 of the Act states:

"46.- (1)The registration of a trade mark may be revoked on any of the following grounds—

- (a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to

the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) [...]

(d) [...]

(2) For the purposes of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

(3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as is referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from—

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existed at an earlier date, that date.

10. As noted previously, the relevant period for assessing whether there has been genuine use of the contested mark under section 46(1)(a) is 8 March 2008 to 7 March 2013, and the relevant periods for assessing whether there has been genuine use of the contested mark under section 46(1)(b) are 22 November 2014 to 21 November 2019 and 22 November 2019 to 21 November 2024. As the contested mark is a UK trade mark, the relevant territory in which use must be shown is the UK.
11. By virtue of section 46(3) of the Act, commencement or resumption of use after the expiry of the relevant periods and before the application for revocation was made will be sufficient to avoid revocation of the contested mark under section 46(1)(a) and 46(1)(b) provided that such use is deemed to be genuine use.² This will be the case even where the evidence in relation to the earlier period is deemed insufficient. The application for revocation was filed on 22 November 2024. Having regard to section 46(3), I shall now consider whether the evidence is sufficient to show that the marks have been put to genuine use.
12. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

² Provided that such commencement or resumption of use did not take place within the three months before the date of the application for revocation, unless the proprietor had begun making preparations for use before it became aware that there might be an application for revocation

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversvereinigung Kamaradschaft 'Feldmarschall Radetsky'*[2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Merken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods or services, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Centrotherm* at [71]; *Leno* at [29]; *Ferrari* at [32].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including:

- (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question;
- (b) the nature of the goods or services;
- (c) the characteristics of the market concerned;
- (d) the scale and frequency of use of the mark;
- (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them;
- (f) the evidence that the proprietor is able to provide;
- and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has

a genuine commercial justification for the proprietor. Thus there is no de minimis rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].”

13. Section 100 is also relevant, which reads:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it.”

EVIDENCE OF USE

14. As outlined above, the opponent provided evidence of its use of the earlier mark in the United Kingdom (“UK”) in the form of a witness statement signed by Maziar Hananian dated 26 March 2023 (the “witness statement”). Within the witness statement it is stated that the proprietor was incorporated in 2005, has been operating in the UK under the brand “Easy Limo” since that date, and that the contested marks are in use for the “Chauffeur-driven car and limousine hire services”.

15. Alongside the witness statement the proprietor also filed exhibits MH1 to MH6. As is discussed in further detail below, parts of the evidence submitted by the proprietor are dated after the application for revocation was made and do not contain any information relevant to the period prior to the application for revocation being made.³ The evidence filed by the proprietor can be summarised as follows:

- i. A screenshot from the proprietor’s website (www.easylimo.co.uk) taken in March 2025.⁴ However, this screenshot only evidences use

³ Specifically, Exhibit MH1.

⁴ Exhibit MH2

of the mark as at the date it was taken, which is after the revocation application was made, so I will therefore give it no further consideration for the purposes of these proceedings.

- ii. The proprietor has also filed 4 invoices totalling £29,730.27 for monthly advertisements on Google covering the period November 2015 to November 2024,⁵ albeit these do not cover the entire period and largely evidence payments being made for Google advertisements for one or two months per year during that period (either in June, July or November of each year). Whilst I have not been provided with copies of the actual advertisements paid for, I note that Maziar Hananian has confirmed in the witness statement dated 26 March 2023 that these were for google advertisements of the “EASY LIMO brand... to boost our prominence in limo services hire in the United Kingdom between the period of 2019 and 2024”. I note that the witness statement was signed with a statement of truth, and that this statement has not been challenged by the cancellation applicant.
- iii. The proprietor has filed end of year accounts covering the period 1 July 2018 to 30 June 2023⁶. It is noted that the Director’s Report in all of the accounts provided records the proprietor’s principal activity during the relevant financial year as being “of other passenger land transport”. The accounts also confirm that the proprietor had a turnover of £156,373 in the year ending 30 June 2019, £217,812 in the year ending 30 June 2020, £89,783 in the year ending 30 June 2021, £374,624 in the year ending 30 June 2022 and £307,160 for the year ending 30 June 2023.
- iv. Further, the proprietor has filed six booking confirmations between December 2018 and December 2021.⁷ These booking confirmations include pick-ups and drop-offs being provided by the proprietor in

⁵ Exhibit MH2

⁶ Exhibit MH3

⁷ Exhibit MH4

Suffolk, West Yorkshire and London, and the total sum of the services provided in these booking confirmations is £2,495, with costs per booking ranging from £295 to £995. All of these booking confirmations display the following mark:



- v. The proprietor also filed screenshots from its Facebook and X (formerly Twitter) social media platforms taken on 21 March 2025 (i.e., after the application for revocation was made).⁸ These screenshots evidence that the proprietor's Facebook was created on 3 March 2011 and, as of 21 March 2024, has 23,000 followers.⁹ They also evidence that the proprietor's X account was created in April 2010 and, as of 21 March 2025, has 392 followers. Whilst the date of creation of these accounts is noted, I have no evidence before me of how these accounts were presented prior to the application for revocation being made, and therefore the extent to which the contested marks were used (if at all) on these pages prior to the date the screenshots were taken, albeit I do note that exhibit MH5 confirms that the Facebook account was set up under the handle "Easy Limo uk ltd".
- vi. In addition, the proprietor has filed screenshots from the proprietor's Trustpilot account,¹⁰ which confirms that the account was set up in July 2015, and evidences two reviews from customers who used the proprietors services (one review from 20 June 2024, and one review from 24 February 2025). Both of these reviews reference the rental of limousines. The screenshots are undated so it is unclear when

⁸ Exhibit MH5

⁹ Whilst it is noted that in the witness statement of Maziar Hananian it stated that the Facebook page was created pm 14 November 2012, exhibit MH5 confirms that this was the date the proprietor's name on Facebook was changed from "Easy Limo uk ltd" to "Easy Limo".

¹⁰ Exhibit MH6

these screenshots were taken, albeit it must have been after 24 February 2025 and therefore after the date the application for revocation was made. Consequently, any use of the contested marks on these screenshots (whether as registered or as an acceptable variant of the contested marks) is not relevant to these proceedings.

VARIANT USE

16. In the current case, as discussed above, the proprietor has filed evidence showing its use of the following mark on its booking confirmations (between December 2018 and December 2021):



17. The contested marks referenced on the cover page of this decision consist of the words “easy limo” (or “easylimo” as one word) in either a lower-case font, or as “EASY LIMO” in an upper case, bold, yellow font. The above referenced mark also consists of the words “Easy Limo” in an upper-case font, and I keep in mind the judgment of the Court of Justice of the European Union (“the CJEU”) in *Colloseum Holdings AG v Levi Strauss & Co.*,¹¹ which determined that use of a trade mark includes its independent use and its use as part of a composite mark, provided that it continues to be indicative of the origin of the product.
18. I also note that in *Lactalis McLelland Limited v Arla Foods AMBA*,¹² Phillip Johnson, sitting as the Appointed Person, stated that:

“15. [...] when comparing the alterations between the mark as registered and used it is clear that the alteration or omission of a non-distinctive

¹¹ Case C-12/12

¹² BL O/265/22

element does not alter the distinctive character of the mark as a whole:
T-146/15 Hyphen v EUIPO, EU:T:2016:469,

[...]

16. [...] Fourthly, the addition of descriptive or suggestive words (or it is suppose figurative elements) is unlikely to change the distinctive character of the mark: compare, T-258/13 Artkis, EU:T:2015:207, [27] (ARKTIS registered and use of ARKTIS LINE sufficient) and T-209/09 Alder, EU:T:2011:169, [58] (HALDER registered and use of HALDER I, HALDER II etc sufficient) with R 89/2000-1 CAPTAIN (23 April 2001) (CAPTAIN registered and use of CAPTAIN BIRDS EYE insufficient).“

19. Further, in *Dreamersclub Ltd v KTS Group Ltd*, Mr Philip Johnson, as the Appointed Person, found that the use of the mark shown below qualified as use of the registered word-only mark DREAMS.¹³ This was because the stylisation of the word did not alter the distinctive character of the word mark. Rather, it constituted an expression of the registered word mark in normal and fair use.¹⁴

The image shows the word "dreams" written in a highly stylized, cursive script. The letters are connected and have a fluid, handwritten appearance. The 'd' starts with a large loop, and the 's' ends with a long, sweeping tail. The overall look is elegant and artistic.

20. I note that the mark used by the proprietor includes a device reminiscent of a limousine immediately behind the words “Easy Limo”, and the words and device are framed inside a rounded rectangular shape. None of these additional elements (i.e., the limousine device and the framing) are present in the registered contested marks, and there is also an additional level of stylisation in the above referenced variant to that of the contested marks. However, overall, I do not consider that the additional stylisation, or the framing in the above referenced variants (which is in the form of a simple geographical shape) alters the

¹³ BL O/091/19

¹⁴ See also *La Superquimica v EUIPO*, T-24/17, EU:T:2018:668 at paragraph 39

distinctive character that is attributed to the words “Easy Limo” themselves. The limousine device in the above referenced variant is also descriptive of the services provided by the proprietor, and simply reinforces the meaning attributable to the contested marks by the word “Limo”.

21. As a preliminary point, I consider the mark used by the proprietor to constitute fair and notional use of the “easy limo” word mark within the series of contested marks. However, in any event, I consider the words “Easy Limo” to be the distinctive element of all of the contested marks, and of the mark used by the proprietor, and I also consider the words “easy limo” to be indicative of the origin of the product in all of the contested marks, and in the mark used by the proprietor. Consequently, I consider the mark used by the proprietor to be an example of the type of variant use envisaged by the court in *Colloseum Holdings AG* and *Lactalis McLelland Limited*.

ASSESSMENT OF GENUINE USE

22. Whether the use shown is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the goods at issue in the UK during the relevant periods. In making my assessment, I must consider all relevant factors, including:
 - i. the scale and frequency of the use shown;
 - ii. the nature of the use shown;
 - iii. the goods for which use has been shown;
 - iv. the nature of those goods and the market(s) for them; and
 - v. the geographical extent of the use shown.
23. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use,

even if individual items of evidence would on their own be insufficient proof.¹⁵ However, where there is no use of the mark in respect of the goods as registered, it follows there has been no genuine use of the mark.¹⁶

24. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled “to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive”.¹⁷

25. Taking all of the evidence above into account, I note the following:
 - a. The booking confirmations provided appear to evidence the provision of private travel services between December 2018 and December 2021, albeit I appreciate that the number of booking confirmations is extremely sparse. However, the presentation of these booking confirmations is consistent during this period, and the contested marks (or as discussed above, an acceptable variant of the contested marks) was being used on all of these booking confirmations throughout this period;

 - b. The proprietor has evidenced that a financial investment of almost £30,000 was made by way of Google Ads to advertise its “Easy Limo brand” between November 2015 to November 2024. Whilst I have not been provided with copies of the corresponding advertisement, I note that the statement made by Maziar Hananian in the witness statement (i.e., that this was to advertise the EASY LIMO brand for limo hire services) was unchallenged by the cancellation applicant, and that the invoices were billed to “Easy Limo”. On balance, I do therefore consider it reasonable to infer that the invoices did relate to

¹⁵ New Yorker SHK Jeans GmbH & Co. KG v OHIM Case T- 415/09, paragraph 53

¹⁶ Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd Case BL 0/404/13 at [22]

¹⁷ PLYMOUTH LIFE CENTRE, BL O/236/13, paragraph 22

advertisements that would have included the contested marks, or acceptable variants of the contested marks; and

- c. The company accounts provided for 1 July 2018 to 30 June 2023 do show that the principal activity of the company was to provide “other passenger land transport”, which is quite a broad term, but may include private hire service or chauffeur services, and that the proprietor had an annual turnover of between £89,783 and £307,160 during that period, which I consider to be a genuine attempt to create or preserve a market share for the proprietor’s class 39 services in the United Kingdom.

26. Overall, I do accept that, taken as a whole, the evidence submitted by the proprietor does evidence genuine use of its contested marks during the second and third period. This is because it evidences that the proprietor invested in google advertisement during those periods, that the proprietor’s annual turnover between July 2019 and June 2023 was modest, and that its principal activity was the provision of transport services. Further, the booking confirmations, whilst sparse, do evidence use of what I have found to be an acceptable variant of the contested marks between at least December 2018 and December 2021. Whilst I do not consider the evidence filed by the proprietor to be sufficient to evidence genuine use of the contested marks for the first period, the proprietor has evidenced that its genuine use of the contested mark resumed from December 2018. The proprietor has therefore evidenced that it resumed use of the contested marks (in an acceptable variant) at least as early as just under three years prior to the application for revocation being made. Consequently, in line with Section 46(3) of the Act, the application for revocation fails.

CONCLUSION

27. The application for revocation under section 46(1)(a) and section 46(1)(b) has failed. Subject to any successful appeal, UK trade mark registration no. 2457780 will remain registered for all of its services.

COSTS

28. As the proprietor has been successful, it is entitled to a contribution towards its costs, based upon the scale published in Tribunal Practice Note 1/2023. In the circumstances, I award the proprietor the sum of £850 as a contribution towards the cost of the proceedings. The sum is calculated as follows:

Preparing a counterstatement & considering the other side's statement:	£250
Preparing evidence	£600
<u>Total:</u>	<u>£850</u>

29. I therefore order Killburn & Strode LLP to pay Easy Limo UK Ltd the sum of £850. The above sum should be paid within twenty-one days of the expiry of the appeal period or, if there is an appeal, within twenty-one days of the conclusion of the appeal proceedings.

Dated this 30th day of January 2026

B Hartland
For the Registrar