O/0699/26

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF REGISTRATION NO. 3886382
IN THE NAME OF CT INTERESTS LTD FOR THE FOLLOWING TRADE MARK:

Contempee

IN CLASSES 20 & 26

AND AN APPLICATION FOR A DECLARATION OF INVALIDITY
THERETO UNDER NO. 506775 BY TE BRANDS LTD

AND

IN THE MATTER OF APPLICATION NOS. 3959973 AND 3959968
BY TE BRANDS LTD
FOR THE TRADE MARKS

C O N T E M P E E

AND

CONTEMPEE

IN CLASSES 20 AND 26

AND OPPOSITIONS THERETO UNDER NOS. 444251 AND 444922
BY CT INTERESTS LTD

Background and Pleadings

Invalidation Proceedings

1. CT INTERESTS LTD[1] ("CT") is the registered proprietor of UK trade mark no. 3886382, as shown on the cover page of this decision ("the 382 mark"). It was filed on 8 March 2023 and registered on 02 June 2023 for the following goods:

> Class 20: Furniture for house, office and garden; Kitchen furniture; Furniture and furnishings; Bedroom furniture; Bathroom furniture; Make-up mirrors for the home; Nursery furniture; Living room furniture; Antique style furniture; Garden furniture; Furniture for kitchens; School furniture; Furniture (School -); Patio furniture; Furniture for bathrooms; Shelves being nursery furniture; Office furniture; Furniture (Office -); Furniture for use in rest rooms; Bathroom fittings in the nature of furniture; Stationery cabinets [furniture]; Modular bathroom furniture; Kitchen dressers [furniture]; Furniture; Shop furniture; Outdoor furniture; Indoor furniture; Metal furniture and furniture for camping; Security cabinets [furniture]; Fitted kitchen furniture; Camping furniture; Furniture for camping; Furniture for motor homes; Fitted bedroom furniture; Bathroom vanities [furniture]; Furniture cabinets; Cabinets [furniture]; Household furniture; Computer cabinets [furniture]; Wall decorations of wood; Garden furniture made of metal; Wall shelves furniture; Garden furniture manufactured from wood; Door furniture made of stoneware; Lawn furniture.
>
> Class 26: Bouquets of artificial flowers; Wreaths of artificial flowers; Artificial flowers; Flowers (Artificial -); Silk flowers; Artificial flower wreaths; Artificial flowers of paper; Artificial flowers of textile; Artificial flowers of plastics; Artificial fruit, flowers and vegetables; Artificial garlands and wreaths; Artificial flower arrangements; Garlands (Artificial -); Artificial garlands; Artificial wreaths; Artificial corsages; Artificial topiaries; Artificial Christmas garlands; Artificial Christmas wreaths; Decorative ribbons; Artificial foliage; Pre-lit artificial Christmas garlands; Paper ribbons [hair decorations]; Ornamental bows of textile for decoration; Pre-lit artificial Christmas wreaths; Paper bows [hair decorations]; Artificial plants, other than Christmas trees; Velvet ribbons;

[1] Previously in the name of Andrew Odame Nyadu before ownership was transferred to CT INTERESTS LTD on 28 June 2024.

Ornamental ribbons made of textiles; Artificial Christmas garlands incorporating lights; Artificial Christmas wreaths incorporating lights.

2. On 4 December 2023, TE Brands Ltd ("TE") applied to have the 382 mark declared invalid, pursuant to section 47 and sections 5(4)(a) and 3(6) of the Trade Marks Act 1994 ("the Act").

3. Under section 5(4)(a), TE claims to have used the unregistered sign CONTEMPEE throughout the UK since June 2020 in relation to '*Home décor prints, including personalised wall art, pet portraits and decorative wall art; dried floral arrangements; faux and artificial floral arrangements; vases'*. It is claimed that use of the 382 mark by CT would be contrary to the law of passing off, constituting a misrepresentation to TE's customers as to the origin of the goods that would cause deception liable to damage TE's business.

4. Under section 3(6) of the Act, TE contends that the application to register the 382 mark was filed in bad faith. In particular it claims that CT, via its director Mr Andrew Odame Nyadu:

> "…knowingly applied for registration in the face of the Applicant's existing business and has also applied for registration of other third parties' trade marks. The registered proprietor has no business in the goods for which the registration in suit was obtained and had no intention at the point of filing the application for registration that there should be any such business, Further, the registered proprietor has no business in any of the goods for which he has filed trade mark applications to register the marks of third parties aforesaid and no intention that the trade mark should be used in the course of trade. From enquiries undertaken and from correspondence received from the registered proprietor, the Applicant can show that he is a trade mark squatter with intent to extort money from legitimate owners of businesses which use the trade marks he had applied to register."

5. CT filed a defence and counterstatement denying the grounds of invalidation putting TE to strict proof of each claim. In particular CT claims that:

- it has been using the sign since August 2020
- that it had no prior knowledge of TE's business practices before registration

- it is the owner of multiple trade marks which is a legitimate business practice.

<u>Opposition Proceedings</u>

6. On 22 September 2023, TE applied in the UK under application nos. 3959973 ("the 973 mark") and 3959968 ("the 968 mark") for the trade marks as shown on the cover page of this decision. The applications are sought in respect of goods in classes 20 and 26, as set out in full in the Annex to this decision.

7. On 21 November 2023 and 28 December 2023, CT opposed the applications in full relying on its aforementioned 382 mark which is the subject of the invalidation action brought by TE. For the purposes of its oppositions, it relies upon all its goods in classes 20 and 26 as registered.

8. The opposition against the 973 mark is brought under 5(2)(b) of the Act. CT contends that it currently operates under the name Contempee and supplies floral services to the events and the entertainment industry and that as a result of the identity/similarity between the respective marks and the respective goods this will lead to a likelihood of confusion.

9. In so far as the application of the 968 mark, the opposition is brought under section 5(1) of the Act, on the same basis as its claims against the 973 mark other than it claims that the marks and goods are identical.

10. TE filed a defence and counterstatement to each claim, denying the validity of CT's earlier registered rights and denying that the marks and goods are identical/similar.

Consolidation

11. The respective proceedings were consolidated on 26 January 2024, and the parties were notified accordingly.

Representation

12. TE is represented by Stevens, Hewlett & Perkins. CT is self represented. Both parties filed evidence during the evidence rounds. A hearing was requested, that hearing taking place before me on 25 July 2025 via video conference. CT was represented at the hearing by Mr Peter Cornford, of Stevens, Hewlett & Perkins, whereas Mr Andrew Odame Nyadu appeared for CT. Both parties filed skeleton arguments/submissions in advance of the hearing.

Relevance of EU Law

13. 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

14. TE's evidence in chief consists of the:

- witness statement of Thomas Ellens, dated 21 March 2024, together with twelve exhibits marked TE1-TE12. Mr Ellens is the Managing Director of TE, a position he has held since 28 July 2021.
- witness statement of Peter Wiliam Cornford, dated 25 March 2024, together with three exhibits marked PWC1-PWC3. Mr Cornford is a Trade Mark Attorney and Partner at TE's representative firm.
- witness statement of Maggie Rodwell, dated 21 March 2024, together with two exhibits marked MR1 and MR2. Ms Rodwell is a senior investigator for the Mintz Group.

15. CT's evidence consists of the:

- witness statement of Mr Andrew Odame Nyadu, dated 24 May 2024, together with six exhibits marked ANC1-ANC6. Mr Odame Nyadu is the director of CT and was previously the proprietor of the 382 mark before it was transferred to CT. His evidence consists of a combination of submissions and evidence of fact.

16. TE's evidence in reply consists of the:

- witness statement of Mathew Scrivens dated 11 June 2024.
- second witness statement of Thomas Ellens, dated 19 June 2024, together with four exhibits marked TE5, TE6, TE13 and TE14. The purpose of his second statement is to clarify and correct certain financial information contained in his first witness statement and to respond to criticisms raised by Mr Odame Nyadu.

17. I do not intend to summarise the evidence/submissions in full. However, I have taken all filed documents into account and will summarise them to the extent that I deem necessary later in my decision.

Preliminary issues

Request for cross examination

18. During the course of the evidence rounds a request was received from TE to seek permission to cross examine Mr Odame Nyadu as to a number of factual statements made in his counterstatement and to cross examine Mr Samuel Titi Lartey and Mr Michael Donkor as to the contents of their respective affidavits. The request was refused. The reasons for that decision were set out in my letter dated 21 June 2024 and I adopt those reasons here.

Security of costs

19. Following the transfer of ownership of the 382 mark to CT, TE requested a security of costs order as it argued that the transfer of the mark from Mr Odame Nyadu's sole name into CT's name was an attempt to avoid personal liability for any costs order should TE be successful. Details were given that the company was not in fact trading and that previous companies in Mr Odame Nyadu's control had been dissolved leaving substantial debts.

20. Following submissions from the parties it was considered that a security of costs order in the sum of £2,600 was appropriate and on 15 January 2025 this decision was communicated to the parties by preliminary view. No subsequent challenge was made to this order and consequently this figure was deposited in an account held by TE's representative's firm.

My Approach

21. Given that CT relies upon the 382 mark as an earlier right in the oppositions, which is the subject of the invalidation brought by TE, I shall deal with the invalidation action first. I shall only return to the oppositions once I have determined whether or to what extent the earlier mark is validly registered.

Decision

22. Sections 5(4)(a) and 3(6) of the Act have application in invalidation proceedings pursuant to section 47 of the Act. The relevant parts of Section 47 state as follows:

> "47. (1) The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 3 or any of the provisions referred to in that section (absolute grounds for refusal of registration). […]
>
> (2) Subject to subsections (2A) and (2G), the registration of a trade mark may be declared invalid on the ground-
>
> > (a) […]
> >
> > (b) that there is an earlier right in relation to which the condition set out in section 5(4) is satisfied, unless the proprietor of that earlier trade mark or other earlier right has consented to the registration.
>
> […]
>
> (5) Where the grounds of invalidity exist in respect of only some of the goods or services for which the trade mark is registered, the trade mark shall be declared invalid as regards those goods or services only.
>
> (5A) An application for a declaration of invalidity may be filed on the basis of one or more earlier trade marks or other earlier rights provided they all belong to the same proprietor.
>
> (6) Where the registration of a trade mark is declared invalid to any extent, the registration shall to that extent be deemed never to have been made: Provided that this shall not affect transactions past and closed."

Section 5(4)(a)

23. Section 5(4)(a) states:

> "(4) A trade mark shall not be registered if, or to the extent that, its use in the United Kingdom is liable to be prevented-
>
> > (a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, where the condition in subsection (4A) is met,

(aa) […]

(b) […]

A person thus entitled to prevent the use of a trade mark is referred to in this Act as the proprietor of an "earlier right" in relation to the trade mark."

24. Subsection (4A) of Section 5 states:

"(4A) The condition mentioned in subsection (4)(a) is that the rights to the unregistered trade mark or other sign were acquired prior to the date of application for registration of the trade mark or date of the priority claimed for that application."

General principles of Section 5(4)(a)

25. In *Discount Outlet v Feel Good UK*, [2017] EWHC 1400 IPEC, Her Honour Judge Melissa Clarke, sitting as a deputy Judge of the High Court, conveniently summarised the essential requirements of the law of passing off as follows:

"55. The elements necessary to reach a finding of passing off are the 'classical trinity' of that tort as described by Lord Oliver in the Jif Lemon case (*Reckitt & Colman Product v Borden* [1990] 1 WLR 491 HL, [1990] RPC 341, HL), namely goodwill or reputation; misrepresentation leading to deception or a likelihood of deception; and damage resulting from the misrepresentation. The burden is on the Claimants to satisfy me of all three limbs.

56. In relation to deception, the court must assess whether "a substantial number" of the Claimants' customers or potential customers are deceived, but it is not necessary to show that all or even most of them are deceived (per *Interflora Inc v Marks and Spencer Plc* [2012] EWCA Civ 1501, [2013] FSR 21)."

26. Halsbury's Laws of England Vol. 97A (2021 reissue) provides further guidance with regard to establishing the likelihood of deception. In paragraph 636 it is noted (with footnotes omitted) that:

"Establishing a likelihood of deception generally requires the presence of two factual elements:

(1) that a name, mark or other distinctive indicium used by the claimant has acquired a reputation among a relevant class of persons; and

(2) that members of that class will mistakenly infer from the defendant's use of a name, mark or other indicium which is the same or sufficiently similar that the defendant's goods or business are from the same source or are connected.

While it is helpful to think of these two factual elements as two successive hurdles which the claimant must surmount, consideration of these two aspects cannot be completely separated from each other.

The question whether deception is likely is one for the court, which will have regard to:

(a) the nature and extent of the reputation relied upon,

(b) the closeness or otherwise of the respective fields of activity in which the claimant and the defendant carry on business;

(c) the similarity of the mark, name etc used by the defendant to that of the claimant;

(d) the manner in which the defendant makes use of the name, mark etc complained of and collateral factors; and

(e) the manner in which the particular trade is carried on, the class of persons who it is alleged is likely to be deceived and all other surrounding circumstances.

In assessing whether deception is likely, the court attaches importance to the question whether the defendant can be shown to have acted with a fraudulent intent, although a fraudulent intent is not a necessary part of the cause of action."

The relevant date for section 5(4)(a)

27. In *Advanced Perimeter Systems Limited v Multisys Computers Limited*, BL O-410 11, Mr Daniel Alexander QC (now KC), as the Appointed Person, endorsed the

Registrar's assessment of the relevant date for the purposes of Section 5(4)(a) of the Act, as follows:

> "43. In *SWORDERS TM* O-212-06 Mr Alan James acting for the Registrar well summarised the position in s.5(4)(a) proceedings as follows:
>
>> 'Strictly, the relevant date for assessing whether s.5(4)(a) applies is always the date of the application for registration or, if there is a priority date, that date: see Article 4 of Directive 89/104. However, where the applicant has used the mark before the date of the application it is necessary to consider what the position would have been at the date of the start of the behaviour complained about, and then to assess whether the position would have been any different at the later date when the application was made.' "

28. In its counterstatement, CT states that it has used the 382 mark since August 2020 and subsequently applied to register it as a trade mark in March 2023.

29. Despite his pleadings and filing evidence, Mr Odame Nyadu did not file any positive evidence of having used the Contempee trade mark prior to the filing date of the contested mark. The only evidence of CT's use of the mark came from TE whereby it filed two affidavits submitted by Mr Odame's Nyadu's former representative during pre action correspondence. These documents were not subsequently filed by CT during the evidence rounds or relied upon by it.

30. The extent of the contents of these affidavits completed by Samuel Titi-Lartey and Michael Donkar is a claim that they had each met Mr Odame Nyadu at weddings in August 2020 where Mr Odame Nyadu's "CONTEMPEE floral center [sic] pieces were beautifully displayed at the ceremony"[2] and "his Contempee floral pieces were part of the decoration arrangements for the day"[3]. There are no further details furnished.

31. Even if I had taken these affidavits into account, for reasons that I will address later in my decision, these bare assertions are not sufficient in themselves to establish the commencement of activities which could be complained of so as to give rise to an

[2] Affidavit Samule Titi-Lartey dated 26 October 2023.
[3] Affidavit Michael Donkor dated 25 October 2023

earlier relevant date. Consequently, the only relevant date I need consider is the filing date of the contested mark, namely 8 March 2023.

Goodwill

32. The meaning of goodwill was explained in *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 (HOL) as follows:

> "What is goodwill? It is a thing very easy to describe, very difficult to define. It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in custom. It is the one thing which distinguishes an old-established business from a new business at its first start."

33. As regards the proof of goodwill, in *South Cone Incorporated v Jack Bessant, Dominic Greensmith, Kenwyn House and Gary Stringer (a partnership)* [2002] RPC 19 (HC), Pumfrey J. stated:

> "27. There is one major problem in assessing a passing of claim on paper, as will normally happen in the Registry. This is the cogency of the evidence of reputation and its extent. It seems to me that in any case in which this ground of opposition is raised the registrar is entitled to be presented with evidence which at least raises a prima facie case that the opponent's reputation extends to the goods comprised in the applicant's specification of goods. The requirements of the objection itself are considerably more stringent that the enquiry under s.11 of the 1938 Act (see *Smith Hayden & Co. Ltd's Application (OVAX)* (1946) 63 R.P.C. 97 as qualified by BALI Trade Mark [1969] R.P.C. 472). Thus the evidence will include evidence from the trade as to reputation; evidence as to the manner in which the goods are traded or the services supplied; and so on.
>
> 28. Evidence of reputation comes primarily from the trade and the public, and will be supported by evidence of the extent of use. To be useful, the evidence must be directed to the relevant date. Once raised, the applicant must rebut the prima facie case. Obviously, he does not need to show that passing off will not occur, but he must produce sufficient cogent evidence to satisfy the hearing

officer that it is not shown on the balance of probabilities that passing off will occur."

34. However, in *Minimax GmbH & Co KG v Chubb Fire Limited* [2008] EWHC 1960 (Pat) Floyd J. (as he then was) stated that:

> "[The above] observations are obviously intended as helpful guidelines as to the way in which a person relying on section 5(4)(a) can raise a case to be answered of passing off. I do not understand Pumfrey J to be laying down any absolute requirements as to the nature of evidence which needs to be filed in every case. The essential is that the evidence should show, at least prima facie, that the opponent's reputation extends to the goods comprised in the application in the applicant's specification of goods. It must also do so as of the relevant date, which is, at least in the first instance, the date of application."

35. Goodwill must be more than trivial in extent. In *Hart v Relentless Records* [2002] EWHC 1984 (Ch), Jacob J. (as he then was) stated that:

> "62. In my view the law of passing off does not protect a goodwill of trivial extent. Before trade mark registration was introduced in 1875 there was a right of property created merely by putting a mark into use for a short while. It was an unregistered trade mark right. But the action for its infringement is now barred by s.2(2) of the Trade Marks Act 1994. The provision goes back to the very first registration Act of 1875, s.1. Prior to then you had a property right on which you could sue, once you had put the mark into use. Even then a little time was needed, see per Upjohn L.J. in *BALI Trade Mark* [1969] R.P.C. 472. The whole point of that case turned on the difference between what was needed to establish a common law trade mark and passing off claim. If a trivial goodwill is enough for the latter, then the difference between the two is vanishingly small. That cannot be the case. It is also noteworthy that before the relevant date of registration of the *BALI* mark (1938) the *BALI* mark had been used "but had not acquired any significant reputation" (the trial judge's finding). Again that shows one is looking for more than a minimal reputation."

36. The evidence in support of TE's claim to goodwill, comes from Mr Ellens a summary of which is outlined below.

i. Mr Ellens states that he created the name CONTEMPEE in 2020 and began trading as a sole trader under that name from June of that year, initially selling contemporary wall art and pet portraits. He states that the domain name 'contempee.com' was registered in his personal name on 21 June 2020 and that the first customer order under the CONTEMPEE name was placed on 5 July 2020. TE was incorporated on 28 July 2021 and that the business was transferred to the company in August 2021, thereafter, trading as Contempee.

ii. Mr Ellens explains that the business was initially promoted through Facebook and Google advertising from June 2020 onwards and produces invoices from Facebook and Google showing payments made for advertising via these platforms.[4] He states that invoices from July to December 2020 show 60 orders fulfilled under the CONTEMPEE name during the first six months of trading.[5] He explains that the 'order over time' overview sheets show the Shopify summary of commercial activity obtained from his business' sales software platform.

iii. According to Mr Ellens, the business changed focus in April 2021 from wall art to dried floral products and home décor. Following this change the business grew rapidly, progressing from a small operation to occupying a 7,000 sq ft warehouse and employing between nine and ten people by March 2024. He states that the business had approximately 2,165 customers by August 2021, 24,000 customers by August 2022, over 50,000 customers by March 2023 and over 140,000 customers by March 2024.

iv. The following UK turnover via the Shopify platform are produced:[6]

June–December 2020	£2,383
January–December 2021	£241,125
January–December 2022	£1,219,114
January–March 2023	£2,958,475

[4] Exhibit TE4
[5] Exhibit TE3 amended and second witness statement.
[6] Paragraph 8

v. These sales are said to have been generated through Shopify and Etsy and screenshots of sales from these platforms over this period are produced.[7] Further representative sample customer invoices from January to March 2023 are produced.[8] Some of the invoices are said to be directed towards US customers which demonstrates that the business had developed to export the goods overseas.[9]

vi. The following advertising expenditure figures are produced:[10]

June–December 2020	£1,500
January–December 2021	£44,000
January–December 2022	£437,000
January–March 2023	£212,000

vii. Mr Ellens states that advertising was carried out predominantly through Facebook (Meta), Google and TikTok, but also via Pinterest and Etsy. Mr Ellens states that by March 2024 the business had accumulated approximately 59,000 Facebook followers, 160,000 Instagram followers and 163,000 TikTok followers, together with around 2 million TikTok video likes. He also refers to Etsy reviews dating from July 2020 to April 2021 and social media analytics showing substantial growth prior to the filing of the contested mark.[11]

viii. Mr Ellens states that approximately 77 items were sold between June and December 2020, 12,000 items in 2021, 73,000 items in 2022, and 39,000 items between January and March 2023.[12]

ix. Mr Ellens states that the CONTEMPEE business received publicity from a number of UK publications, including The Sun newspaper (which has a daily

[7] Exhibit TE5
[8] Exhibit TE6
[9] Exhibit TE7
[10] Paragraph 9
[11] Exhibit TE9
[12] Paragraph 9

readership of over 6 million), Stylist magazine (average distribution per copy 365,000), and Country & Townhouse (circulation over 50,000 and 600,000 online). He produces screenshots of the coverage in these publications.[13]

37. Mr Odame Nyadu filed evidence in which he challenged a number of assertions made by Mr Ellens in his evidence in chief. In particular he states that:

- Mr Ellens' evidence shows that its business was initially focused on the sale of wall art in 2020 and that this activity did not overlap with the artificial flowers sector in which he claims to operate. He maintains that the evidence does not demonstrate goodwill relevant to artificial flowers.
- TE's claims regarding the number and geographical location of customers is unsupported by the evidence. He submits that the evidence does not distinguish between UK based and overseas customers and that a number of the sales figures arise after the filing date are therefore not relevant.
- Mr Ellen's evidence as to a change to sell dried flowers in April 2021 does not provide sufficient information about UK sales to support a claim of passing off in relation to classes 20 and 26.
- the inconsistencies between the turnover figures contained in Mr Ellen's witness statement and the sales figures recorded in Exhibit TE5, cast doubt on the reliability of his evidence and TE's claimed market presence.
- The invoices provide only limited evidence of sales of dried flowers insufficient to show that it holds goodwill in such goods.

38. Mr Ellens provided a second witness statement to counter the challenges raised by CT. He states that:

- A proportion of his business related to dried and artificial flowers during the period 1 April 2021 to 28 February 2023, with almost 56,000 items sold and sales exceeding £1.1 million.[14]
- UK sales amounted to £241,125 from 7,673 orders in 2021, rising to £372,493 between 1 January 2023 and 28 February 2023 and totalling £1,832,734 between 1 April 2021 and 28 February 2023.

[13] Exhibit TE8
[14] Exhibit TE13

- in the relevant period, goods sold under the CONTEMPEE name included artificial flowers, vases, wall art, cushion covers and home décor accessories.
- between 1 April 2021 and 28 February 2023 his company spent over £50,000 on Google Ads targeted at the UK, generating more than 137,000 clicks, 9,399 sales, turnover of £374,138 and more than 10.3 million advert views.
- between 12 May 2021 and 28 February 2023 his company spent £313,501 on Facebook and Instagram advertising, generating 1,334,060 clicks from UK customers or potential customers. He states that traceable sales attributable to Facebook and Instagram advertising amounted to approximately £723,000 in the UK during the period 1 April 2021 to 28 February 2023.

39. Further evidence is provided by Mr Scrivens' who outlines TE's financial position. He states that he has been providing accountancy services to TE since January 2023 and confirms that the financial figures set out by Mr Ellens accurately reflects the business accounts of TE. Mr Scrivens provides the following turnover figures for sales under the CONTEMPEE name:

- June 2020 to December 2020: £2,383
- January 2021 to December 2021: £241,652
- January 2022 to December 2022: £1,219,114
- January 2023 to December 2023: £2,958,475

40. He further states that TE's turnover from sales of goods to UK customers under the CONTEMPEE brand during the period 1 April 2021 to 28 February 2023 exceeded £1.8 million.

Assessment of goodwill

41. Goodwill arises out of trading activities which must be considered in the context of revenue sales figures, promotional activity and customers in the UK. It is not necessary for the evidence to show extensive use given that even a small business may still be protected by the law of passing off.[15]

[15] *Hart v Relentless Records* [2002] EWHC 1984 (Ch)

42. The evidence shows that Mr Ellens established a business as a sole trader in June 2020 initially selling wall art and prints but expanded into setting up a limited company through which these goods and additionally artificial flowers and vases were sold. The evidence shows that there were consistent sales for these goods to customers throughout the UK under the sign Contempee, such sales increasing year on year before the relevant date. The business expanded to such an extent that TE was required to rent a warehouse facility to keep up with demand and by March 2024 it was employing 9 or 10 employees. TE's sales figures increased from over £240,000 in 2021 to over £1.8 million by February 2023. It has shown to have a sizeable social media presence with over 59,000 Facebook followers and 160,000 Instagram followers, advertising and promoting its goods via these platforms amongst others, as well as receiving press coverage in well established UK publications. The sales of goods under the sign 'Contempee' are shown to be longstanding and widespread throughout the UK.

43. Whilst some of the evidence produced as highlighted above is after the relevant date, I appreciate that the process of developing the business would not have happened overnight. Consequently, taking the evidence as a whole and for the reasons as outlined above, I have no hesitation in finding that TE has established that it has a moderate goodwill associated with its business and that the sign 'Contempee' was distinctive of that goodwill in relation to '*Home décor prints, including personalised wall art, pet portraits and decorative wall art; dried floral arrangements; faux and artificial floral arrangements; vases'*.

Misrepresentation and Damage

44. The relevant test for misrepresentation can be found in *Neutrogena Corporation and Another v Golden Limited and Another*,[16] in which Morritt L.J. stated that:

> "47. There is no dispute as to what the correct legal principle is. As stated by Lord Oliver of Aylmerton in *Reckitt & Colman Products Ltd. v. Borden Inc*. [1990] R.P.C. 341 at page 407 the question on the issue of deception or confusion is:

[16] [1996] RPC 473

‘is it, on a balance of probabilities, likely that, if the appellants are not restrained as they have been, a substantial number of members of the public will be misled into purchasing the defendants' [product] in the belief that it is the respondents' [product]?’

The same proposition is stated in Halsbury's Laws of England 4th Edition Vol.48 para 148. The necessity for a substantial number is brought out also in *Saville Perfumery Ltd. v. June Perfect Ltd.* (1941) 58 R.P.C. 147 at page 175; and *Re Smith Hayden's Application* (1945) 63 R.P.C. 97 at page 101.”

45. The requirements for damage in passing off cases are described in *Harrods Limited v Harrodian School Limited*,[17] 48 by Millett L.J., as follows:

“In the classic case of passing off, where the defendant represents his goods or business as the goods or business of the plaintiff, there is an obvious risk of damage to the plaintiff's business by substitution. Customers and potential customers will be lost to the plaintiff if they transfer their custom to the defendant in the belief that they are dealing with the plaintiff. But this is not the only kind of damage which may be caused to the plaintiff's goodwill by the deception of the public. Where the parties are not in competition with each other, the plaintiff's reputation and goodwill may be damaged without any corresponding gain to the defendant. In the Lego case, for example, a customer who was dissatisfied with the defendant's plastic irrigation equipment might be dissuaded from buying one of the plaintiff's plastic toy construction kits for his children if he believed that it was made by the defendant. The danger in such a case is that the plaintiff loses control over his own reputation.”

46. With regard to proof of damage, I bear in mind the decision in *WS Foster & Son,*[18] in which Recorder Iain Purvis QC, sitting as the District Judge, stated:

“Damage

55 Although proof of damage is an essential requirement of passing off cases, it will generally be presumed where a misrepresentation leading to a likelihood

[17] [1996] RPC 697
[18] Ibid para 40.

of deception has been established, since such deception will be likely to lead to loss of sales and/or more general damage to the exclusivity of the Claimant's unregistered mark. Mr Aikens accepted that if there was a misrepresentation in the present case, then he had no separate case on damage. I hold that damage is inevitable, at least in the sense recognised in *Sir Robert McAlpine v Alfred McAlpine* [2004] RPC 36 at 49 (the 'blurring, diminishing or erosion' of the distinctiveness of the mark)."

47. Having found goodwill, it follows that any use of the name Contempee by CT, being identical to the sign relied upon by TE for goods that are identical/similar to the kind registered, or at least closely connected, would mislead a substantial number of CT's actual or potential customers into purchasing those goods believing they were TE's or of an undertaking economically connected to TE. Even for goods that appear to be further away such as office or patio furniture for example, there is still a sufficiently close connection to TE's fields of activity, all being furniture/homeware related goods, for misrepresentation to arise from use of an identical mark. This would give rise to a misrepresentation and damage, such as diversion of trade and/or injurious association, is easily foreseeable. Consequently, TE is entitled to restrain CT under the law of passing off, at the relevant date, from using the contested mark.

48. TE's invalidation claim under section 5(4)(a) succeeds in its entirety and CT's 382 mark shall be invalidated.

Section 3(6)

49. Strictly speaking given that TE's claim under section 5(4)(a) has succeeded it is not necessary for me to consider the claim under 3(6) however for completeness I shall proceed to do so.

50. Section 3(6) of the Act states:

> "A trade mark shall not be registered if or to the extent that the application is made in bad faith."

51. In *SkyKick UK Ltd & Anor v Sky Ltd & Ors (Rev1),* [2024] UKSC 36, Lord Kitchin summarised the general principles applicable to bad faith at [240] as follows:

> "(i) […]

(ii) The date for assessing whether an application to register [a] trade mark was made in bad faith is the date the application for registration was made (*Lindt,* para 35).

(iii) Bad faith in this context is an autonomous concept of EU law which must be given a uniform interpretation […], and must be interpreted in the context of Directive 89/104 in the same manner as in the context of Regulation 40/94 ([*Malaysia Dairy Industries Pte Ltd v Ankenaevnet for Patenter og Varemaerker* (C-320/12) EU:C:2013:435 ("*Malaysia Dairy*")], para 29; *[Sky plc v SkyKick UK Ltd* (C-371/18) EU:C:2020:45 ("*Sky CJEU*")], para 73).

(iv) While, in accordance with its usual meaning in everyday language, the concept of bad faith presupposes the presence of a dishonest state of mind or intention, the concept must also be understood in the context of trade mark law, which involves the use of marks in the course of trade. Further, it must have regard to the objectives of the […] law of trade marks, namely the establishment and functioning of […] a system of undistorted competition in which each undertaking must, in order to attract and retain customers by the quality of its goods or services, be able to have registered as trade marks signs which enable consumers, without any possibility of confusion, to distinguish those goods or services from those which have a different origin (Lindt, para 45; [*Koton Mağazacilik Tekstil Sanayi ve Ticaret AS v European Union Intellectual Property Office (EUIPO)* (C-104/18) EU:C:2019:724 ("*Koton*")], para 45).

(v) Consequently, the objection will be made out where the proprietor made the application for registration, not with the aim of engaging fairly in competition but either (a) with the intention of undermining, in a manner inconsistent with honest practices, the interests of third parties; or (b) with the intention of obtaining, without even targeting a specific third party, an exclusive right for purposes other than those falling within the functions of a trade mark, and in particular the essential function of indicating origin (*Koton*, para 46; *Sky* CJEU, para 75).

(vi) The intention of the applicant is a subjective matter, but it must be capable of being established objectively by the competent administrative or judicial authorities having regard to the objective circumstances of the case ([*Hasbro*

Inc v EUIPO, Kreativni Dogaaji d.o.o. (intervening) (Case T-663/19) EU:T:2021:211 ("*Hasbro*")], paras 39 and 40; *Koton*, para 47).

(vii) The burden of proving that an application for a registered mark was made in bad faith lies on the party making the allegation. But where the circumstances of the case may lead to a rebuttal of the presumption of good faith, it is for the proprietor of the mark to explain and provide a plausible explanation of the objectives and commercial logic pursued by the application for registration (*Hasbro*, paras 42 and 43).

(viii) Whether the applicant was acting in bad faith must be the subject of an overall assessment, taking into account all of the factors relevant to the particular case (*Lindt*, para 37).

(ix) The applicant for a trade mark is not required to indicate or to know precisely when the application is filed or examined, the use that will be made of it (*Sky* CJEU, para 76; [*AS v Deutsches Patent-und Markenamt* (C-541/18) EU:C:2019:725], para 22).

(x) Nevertheless, the registration by an applicant of a mark without any intention to use it in relation to the goods and services covered by the registration may constitute bad faith where there is no rationale for the application in the light of the aims referred to in Regulation 40/94 and Directive 89/104 (*Sky* CJEU, para 77).

(xi) Such bad faith may, however, be established only where there are objective, relevant and consistent indicia tending to show that, when the application was filed, the applicant for registration had the intention either of undermining, in a manner inconsistent with honest practices, the interests of third parties, or of obtaining, without targeting a specific third party, an exclusive right for purposes other than those falling within the functions of a trade mark (*Sky* CJEU, para 77).

(xii) It follows that the bad faith of the applicant cannot be presumed on the basis of a mere finding that, at the time of filing the application, the applicant had no economic activity corresponding to the goods and services referred to in the application (*Sky CJEU*, para 78).

(xiii) When the absence of an intention to use the mark in accordance with the essential functions of a trade mark concerns only certain goods or services referred to in the application for registration, that constitutes making the application in bad faith only in so far as it relates to those goods or services (*Sky CJEU*, para 81).

(xiv) If, at the end of the day, the court concludes that, despite formal observance of the relevant rules and conditions for obtaining registration, the purpose of the rules has not been achieved, and that there was an intention to take advantage of the rules by creating artificially the conditions laid down for obtaining the registration, this may amount to an abuse sufficient to find that the application was made in bad faith (see, for example, *Hasbro*, para 72).

(xv) Directive 89/104 does not preclude a provision of national law under which an applicant for registration must state that the mark is being used in relation to the goods or services in relation to which it is sought to register the mark, or that the applicant has a bona fide intention that it should be used, provided that infringement of such an obligation cannot constitute a ground for invalidity. It may, however, constitute evidence for the purposes of establishing possible bad faith on the part of the applicant when the application was filed (*Sky* CJEU, paras 86 and 87)."

52. The essence of the bad faith objection is that CT's intended conduct is a departure from accepted principles of ethical behaviour or honest commercial practices. Lord Kitchin considered the question of what amounts to bad faith further in *Skykick* where he underlined that the categories of bad faith and the circumstances which may constitute bad faith are not closed. He continued:

"152. In seeking to identify the relevant principles, it is necessary to have in mind two fundamental aspects of trade mark law to which I have already referred: first, it is concerned with the use of marks in trade to denote the origin of goods and services. Secondly, the aim of the trade mark regime is to contribute to a system of undistorted competition in which businesses are able to attract and retain customers by the quality of their goods and services, and for that purpose are able to have registered signs which enable consumers to distinguish the goods and services of one undertaking from those of another.

Such a system must also provide an incentive and protection for the investment by a brand owner in the quality and other beneficial aspects of its goods and services, and so allow it to develop a goodwill in its business relating to their sale and supply.

153. Against this background, the essence of the objection that an application to register a mark was made in bad faith may be understood: it is that the motive or intention of the applicant was to engage in conduct that departed from accepted principles of ethical behaviour or honest commercial practices having regard to the purposes of the trade mark system which I have described. Whether the conduct was undertaken with that motive or intention and did indeed depart from such ethical behaviour or honest commercial practices must be assessed having regard to all the objective circumstances of the case: see, for example, *Koton Mağazacilik Tekstil Sanayi ve Ticaret AS v European Union Intellectual Property Office* (*EUIPO*) (C-104/18) EU:C:2019:724 ("*Koton*"), paras 46 and 47 […].”

53. According to *Alexander Trade Mark*,[19] Mr Geoffrey Hobbs sitting as the Appointed Person outlined the key questions for determination in a claim of bad faith which are: (a) What, in concrete terms, was the objective that the applicant has been accused of pursuing? (b) Was that an objective for the purposes of which the contested application could not be properly filed? and (c) Was it established that the contested application was filed in pursuit of that objective?

54. The date for assessing whether an application to register a trade mark was made in bad faith is the filing date of the application for registration, i.e. 8 March 2023. It is necessary to ascertain, therefore, what Mr Odame Nyadu knew as at this date given that he filed the application in his individual name.[20] Evidence about subsequent events may be relevant, if it casts light backwards on the position at the relevant date.[21]

55. The presumption is that Mr Odame Nyadu has acted in good faith and therefore an allegation of bad faith is a serious allegation which must be distinctly proved. The burden is on TE to show that the facts surrounding the application establish a prima

[19] BL O/036/18
[20] *Red Bull GmbH v Sun Mark Limited and Sea Air & Land Forwarding Limited* [2012] EWHC 1929 (Ch).
[21] *Hotel Cipriani SRL and others v Cipriani (Grosvenor Street) Limited and others*, [2009] RPC 9 (approved by the Court of Appeal in England and Wales: [2010] RPC 16).

facie case of bad faith. It is, however, also clear following the Supreme Court's judgment in *Skykick* that, if a prima facie case of bad faith is established, the burden shifts to CT to provide a plausible explanation of the rationale underlying the application. In deciding whether it has been proved, the usual civil evidence standard applies (i.e. balance of probability). This means that it is not enough to establish facts which are as consistent with good faith as bad faith.[22] Further as Lord Kitchin makes clear at [204(iv)]-[204(v)] of his judgment in *Skykick*, bad faith must be understood in the context of trade mark law and, in particular, the essential function of a trade mark.

56. TE's pleaded case is that Mr Odame Nyadu filed the application knowing of TE's activities in an attempt to prevent or interfere with TE's use and/or damage its business. TE claims that Mr Odame Nyadu is a trade mark squatter and has no legitimate rationale for filing the trade mark other than in an attempt to extort money from TE. It is said that Mr Odame Nyadu has undertaken a pattern of behavior in filing marks identical or similar to ones being used by other businesses with no intention to use the marks.

57. In support of this contention evidence is provided by Mr Cornford who conducted his own enquiries into Mr Odame-Nyadu's trade mark activities and that of his associates. Further Mr Cornford instructed an investigator from the Mintz Group to investigate Mr Odame-Nyadu's claim that he was running a legitimate business.

58. Mr Cornford states that he discovered that Mr Odame-Nyadu was the registered proprietor or applicant of a number of trade marks, namely:

- EMILE LONDON (No. 3821815);
- CONTEMPEE (No. 3886382);
- MISFITS BOXING (No. 3887822);
- D. LOUISE (No. 3887812); and
- JAKE HALL (No. 3975054).

[22] Ibid *Red Bull GmbH*

59. Mr Cornford states that, as at the dates of filing, whilst there were no earlier applications or registrations for these five marks existing on the UKIPO register, they were in fact already being used by a number of third parties.

60. He observed that three of these applications were filed within the same week as the contested mark in March 2023. He provides further information regarding an assignment of the D. LOUISE mark which had a connection to a “Nana Yaw”. Mr Cornford states that evidence suggests that “Nana Yaw” and Mr Odame-Nyadu are either the same person or closely connected. He refers to a later application filed by ‘Nana Yaw’ for the trade mark JAKE HAL, which share the same address and company records information. Further he states that the Jake Hal trade mark was withdrawn following a pre action letter being sent to Mr Odame Nyadu.

61. Further he produces a telephone note dated 1 November 2023 noting the contents of an off the record chat with Mr Odame Nyadu’s previous representative where it was said that he would not be averse to sell the CONTEMPEE trade mark. Whilst it was said that he did not have a price in mind he was likely to reject low offers.

62. It was contended that this information when taken together indicates that Mr Odame Nyadu had no intention to use the marks for the broad range of goods and services applied for and that he was engaged in a pattern of behaviour applying to register trade marks already being used by third parties in an attempt to undermine or interfere with their legitimate business actives.

63. Further evidence is provided from Maggie Rodwell of the Mintz Group who conducted an investigation into Mr Odame Nyadu’s activities. She states that, she found no evidence that Mr Odame Nyadu was carrying on a business under the name CONTEMPEE or under any of the aforementioned third party trade marks.

64. She asserts that those who provided affidavits on Mr Odame Nyadu’s behalf were known associates of his and disputes the evidence of when it is said that they first met. It is suggested that these statements are not independent or at arms length and raises doubts as to the veracity of their contents. I am asked to take place little weight on this evidence, therefore.

65. In particular, Ms Rodwell casts doubt regarding the two weddings which are said took place in August 2020 and in which it was suggested that Mr Odame Nyadu

provided flower arrangements at the event under the name Contempee. She states that these weddings would have taken place during the coronavirus pandemic when restrictions were in place, suggesting that because of these restrictions either the parties were closely connected or that the wedding did not in fact take place.

66. In response to these claims Mr Odame Nyadu states that he had no knowledge of TE's business when he filed the application and had been providing flower arrangements for weddings and events from August 2020. Although he makes reference to such use he does not file evidence in support of the same. He states that his registrations were lawfully obtained and provides evidence which he says demonstrates use of the EMILE LONDON and MISFITS BOXING marks in commerce. He also states that he registered the domain name contempee.uk on the same day as filing the CONTEMPEE trade mark application, which he says demonstrates his intention to use the mark. I note that the extent of his evidence of use is limited to undated screenshots and one invoice of a sale of a phone case to a customer in 2024 relating to his Emile London mark and three posters promoting boxercise classes under the MISFITS boxing brand dated April 2022, January and September 2023.

67. Mr Odame Nyadu disputes that he tried to obtain money from TE or any other third party or that the timing of the withdrawal of his Jake Hal trade mark was anything but coincidental.

68. Having considered the evidence in its entirety, I am satisfied that it demonstrates a prima facie case of bad faith by TE and that the application for the 382 mark was part of a strategy to file applications for registrations in order to block or disrupt the business of not only TE but other third parties in order to make financial gain and undermine their rights to the use of the marks.

69. Mr Odame Nyadu in reply has not given sufficient explanation for his business model or explained what activities he has undertaken in relation to the other trade mark applications. I am not satisfied that the evidence shows a legitimate business under the sign Contempee. No adequate explanation has been provided as to how the name was coined or how Mr Odame Nyadu came to apply for a trade mark that was identical to one being used by TE for identical/highly similar goods. The name Contempee is an unusual name and not one that would ordinarily come to mind when seeking to think of a name for a business of the kind undertaken by Mr Odame Nyadu.

In those circumstances it is difficult to regard the choice of name, which is highly distinctive, as coincidental.

70. Further, I note the evidence after the relevant date which shows that Mr Odame Nyadu was willing to sell the mark to TE. Whilst I appreciate that this information in isolation would not be sufficient to show bad faith, particularly as it is without prejudice material and is dated after the trade mark was filed, it nevertheless casts light backwards, when taken together, as to Mr Odame Nyadu's state of mind and to his intentions at the time. I consider that Mr Odame Nyadu has not adequately or sufficiently explained his actions to justify his application, in order to rebut the bad faith allegation.[23] I find that the more likely explanation for his actions is that he did so in an attempt to take advantage of TE's growing business by securing a registration of the identical mark and thereby blocking TE's or otherwise interfering with its legitimate business activities. In absence of any cogent evidence from Mr Odame Nyadu as to the legitimacy of his actions, it adds support to TE's contention that he was attempting to obtain money for the trade mark with no apparent intention to use it in the course of trade. Such conduct is inconsistent with honest commercial practices and supports a finding that the application was made in bad faith.

71. To conclude, this finding applies equally to CT because the knowledge, intentions and motives of Mr Odame Nyadu can properly be attributed to it as its successor in title.[24] As Professor Ruth Annand held, sitting as the Appointed Person in *Joseph Yu v Liaoning Light Industrial Products Import and Export Corporation*:[25]

> "22. [A] claim of bad faith is not avoided by making an application in the name of an entity that is owned or otherwise controlled by the person behind the application."

72. TE's claim under section 3(6) of the Act also succeeds.

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[23] *Rui Qu (Shanghai) Enterprise Management Consulting Company Limited v Accessible Labs Ltd* O/0534/25
[24] *John Williams and Barbara Williams v Canaries Seaschool SLU,* BL O/074/10
[25] BL O/013/05

The Opposition

73. In light of this finding, given that CT is not able to rely on its 382 mark as an earlier right, the oppositions against UKTM no. 3959973 and UKTM no. 3959968 under sections 5(1) and 5(2)(b) inevitably fail.

Conclusion

74. Subject to appeal the application for invalidation against UKTM no. 3886382 succeeds and pursuant to section 47(6) of the Act the registration is deemed never to have been made.

75. UKTM registration no. 3886382 shall be invalidated from 8 March 2023.

76. The oppositions against UKTM nos.3959973 and 3959968 fail and the applications shall proceed to registration in respect of all the class 20 and 26 goods as set out in the Annex to this decision.

Costs

77. TE has succeeded overall, in both the invalidation and the opposition and therefore, it is entitled to a contribution towards its costs based upon the scale published in Tribunal Practice Notice 1/2023. Taking this into account, I award costs on the following basis:

Preparing a Notice of Invalidation and a counterstatement in the opposition:	£600
Preparing and filing evidence and considering the other side's evidence:	£1,000
Preparing for and attending a hearing:	£1,000
Official fee for the Invalidation:	£200
Total	**£2,800**

78. I order CT INTERESTS LTD to pay TE Brands Ltd the sum of £2,800 as a contribution towards its costs. 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 this decision is unsuccessful.

Dated this 4th day of August 2026

Leisa Davies

For the Registrar

Annex

UKTM no. 3959973
Class 20: Furniture; furniture for the home, office and garden; kitchen furniture; furniture and furnishings; bedroom furniture; bathroom furniture; make-up mirrors for the home; nursery furniture; living room furniture; antique style furniture; garden furniture; furniture for kitchens; school furniture; furniture (school -); patio furniture; furniture for bathrooms; shelves being nursery furniture; office furniture; furniture (office -); furniture for use in rest rooms; bathroom fittings in the nature of furniture; stationery cabinets [furniture]; modular bathroom furniture; kitchen dressers [furniture]; shop furniture; outdoor furniture; indoor furniture; metal furniture and furniture for camping; security cabinets [furniture]; fitted kitchen furniture; camping furniture; furniture for camping; furniture for motor homes; fitted bedroom furniture; bathroom vanities [furniture]; furniture cabinets; cabinets [furniture]; household furniture; computer cabinets [furniture]; wall decorations of wood; garden furniture made of metal; wall shelves furniture; garden furniture manufactured from wood; door furniture made of stoneware; lawn furniture. Class 26: Bouquets of artificial flowers; wreaths of artificial flowers; artificial flowers; flowers (artificial -); silk flowers; artificial flower wreaths; artificial flowers of paper; artificial flowers of textile; artificial flowers of plastics; artificial fruit, flowers and vegetables; artificial garlands and wreaths; artificial flower arrangements; garlands (artificial -); artificial garlands; artificial wreaths; artificial corsages; artificial topiaries; artificial Christmas garlands; artificial Christmas wreaths; decorative ribbons; artificial foliage; pre-lit artificial Christmas garlands; paper ribbons [hair decorations]; ornamental bows of textile for decoration; pre-lit artificial Christmas wreaths; paper bows [hair decorations]; artificial plants, other than Christmas trees; velvet ribbons; ornamental ribbons made of textiles; artificial Christmas garlands incorporating lights; artificial Christmas wreaths incorporating lights.

UKTM no. 3959968
Class 20: Furniture; furniture for the home, office and garden; kitchen furniture; furniture and furnishings; bedroom furniture; bathroom furniture; make-up mirrors for the home; nursery furniture; living room furniture; antique style furniture; garden furniture; furniture for kitchens; school furniture; furniture (school -); patio furniture; furniture for bathrooms; shelves being nursery furniture; office furniture; furniture (office -); furniture for use in rest rooms; bathroom fittings in the nature of furniture; stationery cabinets [furniture]; modular bathroom furniture; kitchen dressers [furniture]; shop furniture; outdoor furniture; indoor furniture; metal furniture and furniture for camping; security cabinets [furniture]; fitted kitchen furniture; camping furniture; furniture for camping; furniture for motor homes; fitted bedroom furniture; bathroom vanities [furniture]; furniture cabinets; cabinets [furniture]; household furniture; computer cabinets [furniture]; wall decorations of wood; garden furniture made of metal; wall shelves furniture; garden furniture manufactured from wood; door furniture made of stoneware; lawn furniture. Class 26: Bouquets of artificial flowers; wreaths of artificial flowers; artificial flowers; flowers (artificial -); silk flowers; artificial flower wreaths; artificial flowers of paper; artificial flowers of textile; artificial flowers of plastics; artificial fruit, flowers and vegetables; artificial garlands and wreaths; artificial flower arrangements; garlands (artificial -); artificial garlands; artificial wreaths; artificial corsages; artificial topiaries; artificial Christmas garlands; artificial Christmas wreaths; decorative ribbons; artificial foliage; pre-lit artificial Christmas garlands; paper ribbons [hair decorations]; ornamental bows of textile for decoration; pre-lit artificial Christmas wreaths; paper bows [hair decorations]; artificial plants, other than Christmas trees; velvet ribbons; ornamental ribbons made of textiles; artificial Christmas garlands incorporating lights; artificial Christmas wreaths incorporating lights.