

O/0760/23

TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION NO. UK00003745380

BY CODETHINK LTD

TO REGISTER THE FOLLOWING TRADE MARK:

DCS

IN CLASSES 9 AND 42

AND IN THE MATTER OF OPPOSITION THERETO

UNDER NO. 435058

BY ONE BEYOND LIMITED

BACKGROUND AND PLEADINGS

1. On 20 January 2022, Codethink Ltd (“the applicant”) applied to register the trade mark shown on the cover page of this decision, in the UK. The application was published for opposition purposes on 15 April 2022 and registration is sought for the goods and services set out in paragraph 15 below.

2. On 15 July 2022, the application was opposed by DCSL Group Limited based upon section 5(2)(b) of the Trade Marks Act 1994 (“the Act”), relying upon UKTM no. 3593978 for the trade mark DCSL. The earlier mark was subsequently assigned to One Beyond Limited (“the opponent”), who has given the necessary undertakings to step into the shoes of DCSL Group Limited for the purposes of pursuing the opposition. The earlier mark was filed on 11 February 2021 and registered on 23 July 2021. The opponent relies upon all services for which the earlier mark is registered, as set out in paragraph 15 below.

3. The opponent claims that the trade marks are similar and the goods and services are identical or similar, with the result that there is a likelihood of confusion.

4. The applicant filed a counterstatement denying the claims made.

5. The applicant is represented by Wilson Gunn and the opponent is represented by Pinsent Masons LLP.

6. Only the opponent filed evidence. Neither party requested a hearing, and only the applicant filed written submissions in lieu. This decision is taken following a careful perusal of the papers.

EVIDENCE AND SUBMISSIONS

7. The opponent filed evidence in the form of the witness statement of Sarah Jeffery dated 16 January 2023. Ms Jeffery is the opponent’s representative in these

proceedings. Her statement contains submissions regarding the similarity of the goods and services and provides her opinion regarding the manner in which software is provided to consumers.

8. The applicant filed written submissions in lieu on 20 April 2023.

9. I have taken the evidence and submissions into account in reaching this decision and will refer to them below where necessary.

RELEVANCE OF EU LAW

10. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 requires tribunals to apply EU-derived national law in accordance with EU law as it stood at the end of the transition period. The provisions of the Act relied upon in these proceedings are derived from an EU Directive. This is why this decision continues to make reference to the trade mark case-law of EU courts.

DECISION

11. Section 5(2)(b) of the Act reads as follows:

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

(a)...

(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.”

12. Section 5A of the Act is 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.”

13. By virtue of its earlier filing date, the trade mark upon which the opponent relies qualifies as an earlier trade mark pursuant to section 6 of the Act. As the earlier mark had not completed its registration process more than 5 years before the date of the application in question, it is not subject to proof of use pursuant to section 6A of the Act.

14. 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 greater 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 to mind the earlier mark, 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 will wrongly 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

15. The competing goods and services are as follows:

Opponent's services	Applicant's goods and services
<p><u>Class 42</u> Software development services; development of web applications; development of mobile applications; development of software as a service (SaaS); consulting services in the field of software and software development; software testing and analysis services; website hosting services; database hosting services; hosting of multimedia applications; support and maintenance services for computer software and applications; information technology (IT) consultancy services; information technology (IT) project management services; data migration services; database design, development and maintenance services; all the above-mentioned services are not linked with satellite and terrestrial TV equipment.</p>	<p><u>Class 9</u> Computer hardware; computer software; computer database management software; data processing software; computer document management software; computer application software; information retrieval software; interactive computer software enabling exchange of information; downloadable computer software for the transmission of information; downloadable mobile applications for the transmission of information; software for accessing information on a global computer network; computer software for authorising access to databases; computer communication software to allow customers to access personal information and data; computer software for creating searchable databases of information and data; data banks; magnetic data carriers; magnetically encoded cards for carrying data; encoded identity cards; electronically encoded identity bracelets; electronic publications (downloadable).</p> <p><u>Class 42</u></p>

	<p>Computer services; computer software and hardware design, development, customisation, deployment and consultancy; installation, maintenance and repair of computer software; design, development, drawing and commissioned writing for the compilation of web sites; creating, maintaining and hosting the web sites of others; software as a service (SAAS); providing temporary use of non-downloadable computer programs, software, software platforms and software applications; providing on-demand software; provision of software as a service; provision of platform as a service; installation, setting up, maintenance, repair and updating of computer software and applications; hosting computer software applications of others; electronic data storage and data back-up services; design, development and maintenance of databases; design and development of information technology systems, applications and processes; integration of computer systems and networks; hosting of databases; computerised data analysis; technical data analysis; electronic capture of data; computer database consultancy services; technical support and consulting services; design and development of software for database management;</p>
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	<p>design and development of software for importing and managing data; providing temporary use of on-line non-downloadable software for the management of information; computer services for the analysis of data; data decryption services; data encryption and decoding services; encryption, decryption and authentication of information, messages and data; data migration services; data security services; computerised data storage information, advisory and consultancy services in relation to all of the aforesaid.</p>
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16. In its counterstatement, the applicant admitted that the parties' respective services in class 42 are identical or similar. However, as it did not specify which services it considered to be identical or similar (or to what extent), I will still carry out an assessment in relation to the class 42 services.

17. When making the comparison, all relevant factors relating to the goods and services in the specifications should be taken into account. In the judgment of the Court of Justice of the European Union ("CJEU") in *Canon*, Case C-39/97, the court stated at paragraph 23 that:

"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."

18. Guidance on this issue has also come from Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, where he identified the factors for assessing similarity as:

- (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.

19. In *Gérard Meric v Office for Harmonisation in the Internal Market*, Case T- 133/05, the General Court (“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 for 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.”

Class 9

Computer hardware; magnetic data carriers; magnetically encoded cards for carrying data; encoded identity cards; electronically encoded identity bracelets.

20. The opponent has drawn my attention to a decision of this Tribunal in which “computer peripheral devices” were found similar to class 42 services.¹ I am not bound by decisions of other hearing officers, and I must carry out my assessment by reference to the goods and services before me. However, I have considered the relevant part of the decision referred to by the opponent. The hearing officer stated:

“81. The developer of software will often sell on that product directly to a consumer as a piece of software, either as a bespoke item or a more generic product. An undertaking leasing, hiring and renting computer apparatus may also develop and manufacture computer peripheral devices. As such, the channels of trade may be the same and these goods and services may also be said to be complementary, in the sense that one is important or indispensable for the other. These goods and services are similar to a low degree.”

21. I agree with the Hearing Officer in that case that undertakings that lease or rent computer apparatus may also develop and manufacture computer peripheral devices (being computer hardware goods). However, that is not the comparison before me. The opponent does not have any services which relate to the rental of apparatus. In my view, these goods differ in nature, method of use and purpose to the opponent’s services. I have no evidence to suggest that they would be produced by the same businesses or that they would be sold through the same trade channels. They are, in my view, neither in competition nor complementary.² Consequently, I consider these goods and services to be dissimilar. For the avoidance of doubt, even if I had made the same finding as the hearing officer in the above mentioned case (that the goods and services were similar to a low degree) that would have put the opponent in no stronger position, for the reasons set out below.

Electronic publications (downloadable).

22. The goods differ to the opponent’s services in nature, method of use and purpose. I have no evidence before me to suggest that there would be an overlap in trade

¹ BL O/304/22

² *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)*, Case T-325/06

channels. I do not consider them to be in competition, nor are they complementary. Clearly, the users may overlap. However, that is not sufficient on its own for a finding of similarity. I consider the goods and services to be dissimilar.

Computer software; computer database management software; data processing software; computer document management software; computer application software; information retrieval software; interactive computer software enabling exchange of information; downloadable computer software for the transmission of information; downloadable mobile applications for the transmission of information; software for accessing information on a global computer network; computer software for authorising access to databases; computer communication software to allow customers to access personal information and data; computer software for creating searchable databases of information and data.

23. These goods may be in competition with the opponent's "software development services" and/or "development of mobile applications". This is because you may either purchase software/application goods or purchase the services of a software/application developer to create a bespoke product. The nature and method of use differ, but there is some overlap in purpose. I have no evidence that there would be an overlap in trade channels. There is no complementarity. Consequently, I consider the goods and services to be similar to a medium degree.

Data banks.

24. These goods may be in competition with the opponent's "database hosting services". This is because you may either purchase a data bank (being a type of database) to store your information or purchase the services of an online database host. The nature and method of use differ, but there is some overlap in purpose. I have no evidence that there would be an overlap in trade channels. There is no complementarity. Consequently, I consider the goods and services to be similar to a medium degree.

Class 42

Computer services.

25. This is a broad term which, in my view, would be identical on the principle outlined in *Meric* to “information technology (IT) consultancy services” in the opponent’s specification.

Computer software and hardware design, development, customisation, deployment and consultancy; installation, maintenance and repair of computer software; design and development of software for database management; design and development of software for importing and managing data.

26. These terms are identical on the principle outlined in *Meric* to “software development services” and “support and maintenance services for computer software and applications” in the opponent’s specification.

Design, development, drawing and commissioned writing for the compilation of web sites; creating, maintaining and hosting the web sites of others.

27. These terms are identical on the principle outlined in *Meric* to “development of web applications” and “website hosting services” in the opponent’s specification.

Software as a service (SAAS); providing temporary use of non-downloadable computer programs, software, software platforms and software applications; providing on-demand software; provision of software as a service; provision of platform as a service; providing temporary use of on-line non-downloadable software for the management of information.

28. These services all involve the temporary provisions of software. These are likely to be provided through the same trade channels as “support and maintenance services for computer software and applications” in the opponent’s specification, because the same businesses are likely to provide support and maintenance of software (which

would include software as a service) and provide the temporary software itself. The users will clearly overlap. The nature, purpose and method of use of the services differ. There is no competition, but they are complementary. I consider the services to be similar to a medium degree.

Installation, setting up, maintenance, repair and updating of computer software and applications; technical support and consulting services.

29. These services are identical on the principle outlined in *Meric* to “support and maintenance services for computer software and applications” in the opponent’s specification.

Hosting computer software applications of others.

30. These services are identical on the principle outlined in *Meric* to “hosting of multimedia applications” in the opponent’s specification.

Electronic data storage and data back-up services; design, development and maintenance of databases; computer database consultancy services.

31. These services will either be identical or highly similar to the opponent’s “database hosting services”. Where they are not identical, they will overlap in trade channels, method of use, purpose, user and nature and will be complementary.

Design and development of information technology systems, applications and processes; integration of computer systems and networks.

32. These services are identical on the principle outlined in *Meric* to “information technology (IT) consultancy services” in the opponent’s specification.

Hosting of databases.

33. These services are identical to “database hosting services” in the opponent’s specification.

Computerised data analysis; technical data analysis; electronic capture of data; computer services for the analysis of data.

34. These services are identical on the principle outlined in *Meric* to “software testing and analysis services” in the opponent’s specification.

Data decryption services; data encryption and decoding services; encryption, decryption and authentication of information, messages and data; data security services.

35. These are services which relate to the security method by which data is transformed into another form so that it can only be accessed by someone with the correct key. In my view, this could be part of the opponent’s “data migration services” resulting in the services being identical on the principle outlined in *Meric*. However, even if I am wrong in this finding, the services are likely to be provided by the same undertaking. There would be overlap in nature and method of use, although the purpose may differ. The user would clearly overlap. Consequently, I consider the services to be similar to at least a medium degree.

Data migration services.

36. This term appears identically in the opponent’s specification.

Computerised data storage information, advisory and consultancy services in relation to all of the aforesaid.

37. In my view, these services are likely to be provided through the same trade channels as “database hosting services” in the opponent’s specification. There will be an overlap in user, nature and purpose. Consequently, I consider the services to be similar to at least a medium degree.

The average consumer and the nature of the purchasing act

38. 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 determine the manner in which the goods and services are likely to be selected by the average consumer. 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 (as he then was) 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.”

39. The average consumer for the goods and services will be a member of the general public or a business user. The goods and services will vary in price and frequency of purchase. However, given that various factors will be taken into account (such as specifications, ease of use and security for the goods and customer service standards and suitability for requirements for the services), I consider that at least a medium degree of attention will be paid during the purchasing process. However, for some of the more technical/security related goods and services, I recognise that the level of attention paid may be higher.

40. The goods and services will be purchased following perusal of signage on websites, on physical premises and on advertisements. Consequently, visual considerations are likely to dominate the selection process. However, given that advice may be sought from retail assistants and word-of-mouth recommendations may be made, I do not discount an aural component.

Comparison of trade marks

41. 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. 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.”

42. It would be wrong, therefore, to artificially dissect the trade marks, 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.

43. The respective trade marks are shown below:

Opponent's trade mark	Applicant's trade mark
DCSL	DCS

44. The opponent's mark consists of the letters DCSL and the applicant's mark consists of the letters DCS. There are no other elements to contribute to the overall impression of the marks, which lies in the combinations of letters themselves.

45. Visually, the marks overlap in that the applicant's mark is replicated in its entirety at the beginning of the opponent's mark. The marks differ in that the opponent's mark has an additional letter L at the end. I bear in mind that the beginning of marks tend to make more of an impact than the ends.³ However, I agree with the applicant's submission that differences in shorter marks tend to be more significant. Consequently, I consider the marks to be visually similar to between a medium and high degree.

46. Aurally, the opponent's mark will be pronounced DEE-SEE-ESS-ELL and the applicant's mark will be pronounced DEE-SEE-ESS. In my view, they are aurally similar to between a medium and high degree.

47. Conceptually, the marks are both likely to be viewed as acronyms. Consequently, they will be attributed no meaning and the conceptual position will be neutral.

Distinctive character of the earlier trade mark

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

“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-2779, 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

³ *El Corte Inglés, SA v OHIM*, Cases T-183/02 and T-184/02

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).”

49. Registered trade marks possess varying degrees of inherent distinctive character, ranging from the very low, because they are suggestive or allusive of a characteristic of the goods and services, to those with high inherent distinctive character, such as invented words which have no allusive qualities. The distinctive character of a mark can be enhanced by virtue of the use that has been made of them.

50. The opponent has filed no evidence of use. Consequently, I have only the inherent position to consider. The opponent’s mark consists of an acronym – DCSL. In my view, it is of average (or medium) distinctiveness.

Likelihood of confusion

51. Confusion can be direct or indirect confusion. Direct confusion involves the average consumer mistaking one mark for the other, while indirect confusion is where the average consumer realises the marks are not the same but puts the similarity that exists between the marks and the goods and services down to the responsible undertakings being the same or related. There is no scientific formula to apply in determining whether there is a likelihood of confusion; rather, it is a global assessment where a number of factors need to be borne in mind. The first is the interdependency principle i.e. a lesser degree of similarity between the respective goods and services may be offset by a greater degree of similarity between the marks and vice versa. As I mentioned above, it is necessary for me to keep in mind the distinctive character of the earlier mark, the average consumer for the goods and services and the nature of the purchasing act. In doing so, I must be alive to the fact 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 that he has retained in his mind.

52. I have found as follows:

- a) The goods and services vary from being similar to a medium degree to identical (except where I have found them to be dissimilar).
- b) The average consumer for the goods and services will be either a member of the general public or a business user, who will pay at least a medium degree of attention (although I recognise that in some cases it might be higher).
- c) The purchasing process is predominantly visual, although I do not discount an aural component.
- d) The marks are visually and aurally similar to between a medium and high degree and the conceptual position is neutral.
- e) The earlier mark is inherently distinctive to a medium (or average) degree.

53. Bearing in mind the above factors, I consider it likely that when used on goods and services that are similar to at least a medium degree, the marks are likely to be mistakenly recalled or misremembered as each other. I consider there to be a likelihood of direct confusion.

54. For the avoidance of doubt, even if I am wrong in my primary finding in relation to those goods that I consider to be dissimilar, they would (at best) be similar to only a low degree. Even if that is the case, it would not change my overall finding. This is because I consider the distance between the goods would be sufficient to offset the similarity of the marks, resulting in no likelihood of confusion.

CONCLUSION

55. The opposition is successful, and the application is refused in respect of the following goods and services:

Class 9 Computer software; computer database management software; data processing software; computer document management software; computer application software; information retrieval software; interactive computer software enabling exchange of information; downloadable computer software for the transmission of information; downloadable mobile applications for the transmission of information; software for accessing information on a global computer network; computer software for authorising access to databases; computer communication software to allow customers to access personal information and data; computer software for creating searchable databases of information and data; data banks.

Class 42 Computer services; computer software and hardware design, development, customisation, deployment and consultancy; installation, maintenance and repair of computer software; design, development, drawing and commissioned writing for the compilation of web sites; creating, maintaining and hosting the web sites of others; software as a service (SAAS); providing temporary use of non-downloadable computer programs, software, software platforms and software applications; providing on-demand software; provision of software as a service; provision of platform as a service; installation, setting up, maintenance, repair and updating of computer software and applications; hosting computer software applications of others; electronic data storage and data back-up services; design, development and maintenance of databases; design and development of information technology systems, applications and processes; integration of computer systems and networks; hosting of databases; computerised data analysis; technical data analysis; electronic capture of data; computer database consultancy services; technical support and consulting services; design

and development of software for database management; design and development of software for importing and managing data; providing temporary use of on-line non-downloadable software for the management of information; computer services for the analysis of data; data decryption services; data encryption and decoding services; encryption, decryption and authentication of information, messages and data; data migration services; data security services; computerised data storage information, advisory and consultancy services in relation to all of the aforesaid.

56. The opposition is unsuccessful in relation to the following goods, for which the application may proceed to registration:

Class 9 Computer hardware; magnetic data carriers; magnetically encoded cards for carrying data; encoded identity cards; electronically encoded identity bracelets; electronic publications (downloadable).

COSTS

57. As the opponent has enjoyed the greater degree of success, it is entitled to a contribution towards its costs, based upon the scale published in Tribunal Practice Notice 2/2016. I bear in mind the only partial success. I also bear in mind that although the opponent filed evidence, this essentially consisted of just written submissions. I award the opponent the sum of **£650**, calculated as follows:

Preparing a Notice of opposition and considering the applicant's counterstatement	£200
Preparing and filing submissions	£350
Official fee	£100
Total	£650

58. I therefore order Codethink Ltd to pay One Beyond Limited the sum of £650. This sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 9th day of August 2023

S WILSON

For the Registrar