

O/0801/26

TRADE MARKS ACT 1994

**IN THE MATTER OF APPLICATION NO. UK00004280277
IN THE NAME OF DIAR MOHAMMED
TO REGISTER THE FOLLOWING TRADE MARK:**

Nova football club (Nova FC)

IN CLASSES 25, 28 & 41

AND

**IN THE MATTER OF OPPOSITION THERETO
UNDER NO. OP600003981
BY LIMAR TRADING LTD**

Background and pleadings

1. On 19 October 2025, Diar Mohammed (“the Applicant”) applied to register the trade mark shown on the cover page of this decision in the UK. It was accepted and published in the Trade Marks Journal on 12 December 2025 in respect of goods and services in classes 25, 28 and 41, as set out in paragraph 14 of this decision.
2. On 05 March 2026, LIMAR TRADING LTD (“the Opponent”) opposed the application under the fast track opposition procedure, based upon section 5(2)(b) of the Trade Marks Act 1994 (“the Act”). The Opponent relies upon the following mark:

NOVA

UK trade mark no. UK00004266976

Filing date: 19 September 2025

Registration date: 12 December 2025

Relying upon goods in class 28, as set out in paragraph 14 of this decision.

3. By virtue of its earlier filing date, the above registration constitutes an earlier mark within the meaning of section 6 of the Act. As the earlier mark had not completed its registration process more than five years before the filing date of the application in issue, it is not subject to the use provisions contained in section 6A of the Act. The Opponent can, therefore, rely upon all of the goods it has identified without having to demonstrate use.
4. The Opponent submits that the marks are highly similar and that the goods and services are either identical or highly similar.
5. The Applicant filed a counterstatement in which it denies the grounds of opposition.

6. Rule 6 of the Trade Marks (Fast Track Opposition) (Amendment) Rules 2013, S.I. 2013 2235, disapplies paragraphs 1-3 of Rule 20 of the Trade Mark Rules 2008, but provides that Rule 20(4) shall continue to apply. Rule 20(4) states that:

“(4) The registrar may, at any time, give leave to either party to file evidence upon such terms as the registrar thinks fit.”

7. The net effect of these changes is to require the parties to seek leave in order to file evidence in fast track oppositions. No leave was sought in respect of these proceedings.
8. Rule 62(5) (as amended) states that arguments in fast track proceedings shall be heard orally only if (i) the Office requests it or (ii) either party to the proceedings requests it and the registrar considers that oral proceedings are necessary to deal with the case justly and at proportionate cost; otherwise, written arguments will be taken. A hearing was neither requested nor considered necessary.
9. Both parties filed written submissions in lieu of a hearing. This decision is taken following a careful consideration of the papers.
10. The Applicant is self-represented; the Opponent is represented by Wilson Gunn.
11. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

Decision

Section 5(2)(b) and 5A

12. The opposition is based upon Section 5(2)(b) of the Act, which 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.

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. The following standard summary of the principles applicable to the assessment of the likelihood of confusion was approved by the Supreme Court in *Iconix Luxembourg Holdings SARL v Dream Pairs Europe Inc & Anor*, [2025] UKSC 25:

(a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;

(b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;

(d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

(e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;

(f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

(g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;

(h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;

(i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

(j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;

(k) if the association between the marks creates a risk that the public might believe that the respective goods or services come from the same or economically linked undertakings, there is a likelihood of confusion.

Comparison of goods & services

14. The goods and services for comparison are as follows:

Opponent's goods	Applicant's goods & services
Class 28: Sporting articles and training apparatus for the game of football (soccer); football training aids; footballs; indoor footballs; futsal balls; practice balls; mini and reduced-size footballs; weighted training balls; goalkeeper gloves; football gloves; shin pads; pumps for inflating sports balls; inflation needles for sports balls; portable football goals (sporting articles); collapsible and pop-up practice goals (sporting articles); mini-goals and target goals (sporting articles); shooting targets for sporting use; goal target sheets; rebound training apparatus for football (sporting articles); rebound boards (sporting articles); free-kick mannequins; passing arcs and gates; slalom poles; coaching poles; marker cones; marker discs; spot markers; agility ladders; speed and agility hurdles; coordination rings; dribble goggles (sports articles); ball-control and dribbling trainers; first-touch and passing trainers; heading trainers; training bibs and vests (sports articles); parts and fittings for all the aforesaid goods, included in Class 28.	Class 25: Football shirts; Football jerseys; Football shoes; Football boots; Soccer shirts; Replica football kits; Sports jerseys; Sports shirts; Football boots (Studs for -). Class 28: Football or soccer goals; Football gloves; Gloves for American football; Indoor football tables; Tables for indoor football; Indoor football (Tables for -); Girdles for American football; Knee pads for American football; Football blocking sleds; Shoulder pads for American football; Soccer ball bags; Soccer goals; Sports games; Hockey games; Volleyball game playing equipment; Balls for playing sports; Basketball goals; Apparatus for use in training for the game of rugby [sporting equipment]; Nets for sporting ball games; Javelins [for field sports]; Sports balls; Table football tables; Tables for table football; Field hockey balls; Basketball nets; Arcade basketball shooting games; Clubs for gymnastics; Low-friction game tables for playing hockey games; Basketball backboards; Backboards for

	basketball; Football equipment; Soccer balls. Class 41: Organisation of football competitions; Sports club services; Football academy services; Fan club organisation; Organisation of sports events in the field of football; Fan club services; Fan clubs; Organization of soccer competitions; Organization of soccer games; Fan clubs (Organisation of -); Fan club services (entertainment); Club [discotheque] services; Sports coaching; Club [cabaret] services; Entertainment in the nature of football games; Training of sports players; Coaching in the field of sports; Organisation of sports tournaments; Provision of sporting club facilities; Club sporting facilities (Provision of -); Organisation of professional golf tournaments or competitions; Competitions (Organization of sports -); Organization of sports competitions; Management of events for sporting clubs; Services for the organisation of football events; Club education services; Organising of sports competitions; Competitions (Organising of sports -); Sports competitions (Organising of -); Organising of sports competitions and sports events; Organising of sports events and of sports
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	competitions; Organisation of sporting competitions and sports events.
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15. 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.”

16. Guidance on this issue has 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.”

17. For the purposes of considering the issue of similarity of the goods, it is permissible to consider groups of terms collectively where appropriate: *Separode Trade Mark*, BL O-399-10.

18. While making my comparison, I bear in mind the comments of Floyd J. (as he then was) in *YouView TV Ltd v Total Ltd* [2012] EWHC 3158 (Ch):

"12. ... Trade mark registrations should not be allowed such a liberal interpretation that their limits become fuzzy and imprecise. ... Nevertheless the principle should not be taken too far. ... Where words or phrases in their ordinary and natural meaning are apt to cover the category of goods in question, there is equally no justification for straining the language unnaturally so as to produce a narrow meaning which does not cover the goods in question."

19. In the case of services, the terms used should not be interpreted widely, but confined to the core of the possible meanings attributable to the terms: *SkyKick UK Ltd & Anor v Sky Ltd & Ors* (Rev1) [2024] UKSC 36, at [365].

20. The Applicant submits that they are willing to adopt a narrowed specification in class 28 to limit their goods to ‘club-branded merchandise associated with football clubs’.¹ However, I consider that the inherent nature, function and purpose of the goods at issue will remain the same irrespective of whether they are branded or marketed as merchandise. In view of this, I do not consider that limiting the goods in the way proposed materially changes the comparisons I make below.

21. The Applicant also submits that their specification across classes 25, 28 and 41 all reflect the activities of a football club, including the provision of sportswear, sporting

¹ Applicant's submissions in lieu of a hearing, page 2.

equipment and club-related services.² While this may speak to an overlap in trade channels, I do not consider it an admission from the Applicant that the goods and services at issue are similar. I will therefore proceed to compare the goods and services at issue in full.

22. When comparing the Opponent's goods with the Applicant's class 41 services, I bear in mind the direction of *Sanco SA v OHIM*³ where the General Court ("GC") indicated that goods and services may be regarded as 'complementary' and therefore similar to a degree in circumstances where the nature and purpose of the respective goods and services are very different, i.e. chicken against transport services for chickens. The purpose of examining whether there is a complementary relationship between goods/services is to assess whether the relevant public are liable to believe that responsibility for the goods/services lies with the same undertaking or with economically connected undertakings. As Mr Daniel Alexander Q.C. (as he then was) noted, as the Appointed Person, in *Sandra Amalia Mary Elliot v LRC Holdings Limited*:⁴

"It may well be the case that wine glasses are almost always used with wine – and are, on any normal view, complementary in that sense – but it does not follow that wine and glassware are similar goods for trade mark purposes."

23. Whilst on the other hand:

"... it is neither necessary nor sufficient for a finding of similarity that the goods in question must be used together or that they are sold together."

² Applicant's submissions in lieu of a hearing, page 1.

³ Case T-249/11

⁴ BL-0 255-13

Class 25:

Football shirts; Football jerseys; Soccer shirts; Replica football kits; Sports jerseys; Sports shirts.

24. I consider the Applicant's goods overlap in user, nature and method of use with the Opponent's "*training bibs and vests (sports articles)*" in that they are fabric items worn on the upper body by individuals participating in sports. However, they differ in purpose as the Opponent's training bibs and vests are sporting articles used primarily during training to identify teams or players. The Applicant's goods are primarily items of clothing, designed for their appearance, comfort and/or as part of a kit while playing sport. The respective goods will all be sold in sporting retailers, where they are likely to be positioned within the same football or team sports departments or their online equivalent. The goods are not in competition as a consumer would not purchase sports clothing (for example a sports jersey) in place of a training bib or vest. Although the goods may be worn together while playing sports, I do not consider they are complementary in the way set out in caselaw. Overall, I consider the goods to be similar to between a low and medium degree.

Football shoes; Football boots.

25. The Applicant's above goods are all types of footwear for use while playing football. I consider there to be an overlap in user and method of use, at a general level, with the Opponent's "*shin pads*" as they are both worn while playing football, albeit on different parts of the body. The goods differ in nature and purpose as they perform distinct functions; the Applicant's goods are footwear designed to enhance movement and grip between the wearer and the ground, while the Opponent's goods are protective sporting articles intended to protect the wearer's shins from injury. The respective goods will all be sold in sporting retailers, where they will likely be positioned within the same football departments or their online equivalent. The goods are not in competition as a consumer would not purchase football shoes/boots in place of shin pads. Although a consumer is likely to wear

the goods at the same time, I do not consider them to be complementary in the way set out in caselaw. Overall, I consider the goods to be similar to a low degree.

Football boots (Studs for -).

26. I understand the Applicant's above goods to be replacement studs for use on football boots. As an accessory for football boots, I consider them to be a step further removed from the comparison set out in paragraph 25. While there is an overlap in the user of studs for football boots and the Opponent's "*shin pads*" the goods differ in nature, purpose and method of use. Shin pads are worn on the body for protection from injury, whilst the Applicant's studs are attached to the bottom of football boots to improve grip with the ground. The respective goods will all be sold in sporting retailers and I consider it likely they will be positioned within the same football departments or their online equivalent. The goods are not in competition and are not complementary in the way set out in caselaw. Overall, I consider the goods to be similar to a low degree.

Class 28:

Football gloves.

27. The above term is expressly listed in both the Applicant's and the Opponent's goods. They are self-evidently identical.

Soccer balls.

28. I consider the terms "football" and "soccer" are used interchangeably. In view of this, although they are expressed slightly differently, I consider that the Applicant's above goods are self-evidently identical to the Opponent's "*footballs*".

Sports balls; Field hockey balls; Balls for playing sports.

29. The Applicant's above goods are all types of balls for sport. I consider each of these categories will encompass the Opponent's "*practice balls*", which are not

limited to any specific sport. They are therefore identical on the principle set out in *Meric*.

Football or soccer goals; Soccer goals.

30. I consider that the Applicant's above goods encompass the Opponent's "*portable football goals (sporting articles)*". They are therefore identical on the principle outlined in *Meric*.

Nets for sporting ball games.

31. The Applicant's above goods encompass a range of nets for different sporting ball games. I consider that this is a broad enough category to encompass the Opponent's "*portable football goals (sporting articles); parts and fittings for all the aforesaid [...]*", as 'nets' could include those to be fitted to football goals, which may require replacement due to damage. They are therefore identical on the principle outlined in *Meric*.

32. In the alternative, if I am wrong that the goods are identical, I consider them to be similar to a high degree. The goods overlap in user, method of use, nature and purpose where the Applicant's nets are intended for use as part of football or other sporting goals. The respective goods will both be sold within retailers of sports equipment and accessories.

Basketball goals.

33. I consider that the Applicant's above goods are encompassed within the Opponent's "*collapsible and pop-up practice goals (sporting articles)*". As the Opponent's term is not limited to a specific sport, I consider it will encompass collapsible or pop-up practice goals for basketball. They are therefore identical on the principle outlined in *Meric*.

34. In the alternative, I consider the goods overlap in nature, purpose and method of use, as they are all sporting goals used in practice or play. I consider it likely that

the respective goods will also overlap in user and trade channels, as they will be sold through retailers of sports equipment and accessories to individuals, schools, sports clubs or coaches. There may be a degree of competition in that a consumer seeking to purchase a goal for practice or play may choose one over the other. However, I note that the Applicant's goods are specifically intended for basketball, while the Opponent's goods are not limited to a specific sport. I do not consider them to be complementary in the way set out in caselaw. Overall, I consider that if the goods are not identical, they are similar to a high degree.

Basketball nets; Basketball backboards; Backboards for basketball.

35. The Applicant's above goods are all component parts of basketball goals. As the Opponent's "*collapsible and pop-up practice goals (sporting articles)*; parts and fittings for all the aforesaid goods [...]" is not limited to a specific sport, I consider it is broad enough to incorporate the Applicant's above parts for basketball goals. They are therefore identical on the principle set out in *Meric*.
36. In the alternative, I consider the goods overlap in nature, purpose and method of use, being parts of sporting goals. I consider it likely that the respective goods will also overlap in user and trade channels, as they will be sold through retailers of sports equipment and accessories to individuals, schools, sports clubs or coaches. There may be a degree of competition, although I note that the Applicant's goods are specifically intended for basketball, while the Opponent's goods are not limited to a specific sport. I do not consider them to be complementary in the way set out in caselaw. Overall, I consider that if the goods are not identical, they are similar to a high degree.

Soccer ball bags; Football equipment.

37. The Applicant's above goods are sporting articles and equipment for football/soccer. They are encompassed within the Opponent's broad category "*sporting articles and training apparatus for the game of football (soccer)*". They are therefore identical on the principle set out in *Meric*.

Football blocking sleds.

38. I understand the Applicant's above goods are training aids used in, for example, American football to practice pushing or 'driving' competitors backwards. In view of this, I consider them to be encompassed within the Opponent's "*football training aids*", which I consider to be a broad enough category that it will include training aids for all types of football. They are therefore identical on the principle set out in *Meric*.

Apparatus for use in training for the game of rugby [sporting equipment].

39. I understand apparatus for use in training for the game of rugby to be a broad category which will include both rugby specific apparatus and goods intended to improve the fitness, speed and agility of rugby players. In view of this, I consider the Applicant's above broad category will encompass the Opponent's "*agility ladders*" and "*speed and agility hurdles*", as these goods will likely all be used in training. They are therefore identical on the principle set out in *Meric*.

40. In the alternative, I consider the goods overlap in user, method of use, nature and purpose. The respective goods are all types of training apparatus. The goods will both be sold within retailers of sports equipment and accessories. There is a degree of competition in that a consumer seeking to improve their fitness, speed and agility may choose to purchase one over the other, however I acknowledge that the Applicant's goods are specifically intended for rugby, while the Opponent's goods are not limited to a specific sport. I do not consider the goods to be complementary in the way set out in caselaw. Overall, I consider that if the goods are not identical, they are similar to a high degree.

Gloves for American football.

41. I consider the Applicant's above goods are encompassed within the Opponent's broad category "*football gloves*" which I consider to be broad enough to include gloves for all types of football, including American football. They are therefore identical on the principle set out in *Meric*.

42. In the alternative, I consider the goods overlap in user, method of use, nature and purpose. The respective goods are both coverings worn on the hands for protection and to enhance grip on the ball. The goods will both be sold within retailers of sports equipment and accessories. There is a degree of competition in that a consumer seeking to improve their grip may choose to purchase one over the other, however I acknowledge that the goods are intended for different sports. I do not consider the goods to be complementary in the way set out in caselaw. Overall, I consider that if the goods are not identical, they are similar to a high degree.

Girdles for American football; Knee pads for American football; Shoulder pads for American football.

43. The Applicant's above goods are protective equipment worn while playing American football. I consider they overlap in nature, method of use and purpose with the Opponent's "*shin pads*" in that they are worn by the user when playing sports to protect the body from injury, albeit on different parts of the body. While there is an overlap in user, being individuals playing sports, the Applicant's goods are specifically for use when playing American football. The respective goods will all be sold in sporting retailers however, they are likely to be positioned in different areas specific to the type of sport. I do not consider the goods to be in competition as a consumer will not purchase shin pads in place of protective equipment for other parts of the body. I do not consider the goods to be complementary in the way set out in caselaw. Overall, I consider the goods to be similar to a medium degree.

Volleyball game playing equipment.

44. The Applicant's above goods are a broad category covering equipment used in playing the game of volleyball, including balls and nets. While they are specific to different sports, I consider that at a general level there is an overlap in user and purpose with the Opponent's "*sporting articles [...] for the game of football (soccer)*". The respective goods are all sporting equipment/articles used to play

ball-based games. However, the nature and method of use of volleyball and football equipment will differ. For example, the balls and nets used in the respective sports differ in the material they are made from, size, and firmness. The goods will all be sold within sporting retailers, however, I do not consider that they will be placed within the same departments or in close proximity to one another. The goods are not in competition, as a consumer will not purchase a volleyball net, for example, in place of a football goal. I do not consider the goods to be complementary in the way set out in caselaw. Overall, I consider the goods to be similar to a low degree.

Javelins [for field sports].

45. The Applicant's above goods are a specific type of equipment used in the javelin throw, a field athletics event. While the Opponent's goods do not specifically relate to athletics, they include "*sporting articles and training apparatus for the game of football (soccer)*" and training equipment such as practice balls, marker cones, agility ladders and hurdles. There is an overlap in user and purpose at a very general level in that the goods are all used for practising or playing sports. However, as specific sporting equipment/apparatus they differ in nature, specific purpose and method of use. The goods will likely be sold within the same sporting retailers, however, they will be positioned in different departments specific to football or field athletics. I do not consider the goods to be in competition, nor do I consider them to be complementary. As javelins are a specialised piece of athletic equipment, I do not consider the average consumer would expect an undertaking responsible for football equipment to also provide javelins. Overall, I consider the goods to be dissimilar.

Sports games.

46. The term 'sports games' is broad and, in the absence of any submissions from the parties, I consider it may encompass a range of goods including equipment used for the playing of sports-based games, such as football target games and similar sporting game sets, and arcade or tabletop amusement games. In view of this, I consider the Applicant's goods may incorporate items such as miniature footballs,

targets or goals. On that basis, the goods share a degree of similarity with the Opponent's goods, particularly "*mini and reduced-size footballs*", "*collapsible and pop-up practice goals (sporting articles)*" and "*shooting targets for sporting use*". These goods may form components of, or otherwise be used in conjunction with, the Applicant's sports games. The goods therefore overlap to some extent in nature, purpose, users, method of use and trade channels. Accordingly, I find the goods to be similar to a medium degree.

Indoor football tables; Tables for indoor football; Indoor football (Tables for -); Table football tables; Tables for table football; Hockey games; Low-friction game tables for playing hockey games; Arcade basketball shooting games.

47. The Applicant's above goods are sports-based table and arcade games or amusement/recreational apparatus. Broadly speaking, the Opponent's goods are sporting articles and equipment used in the training and playing of sports, protective sporting equipment, football coaching and training aids, as well as parts and fittings for those goods. The goods differ in nature and purpose as the Applicant's goods are gaming apparatus primarily intended to provide entertainment or amusement, while the Opponent's goods are sporting equipment and training aids intended to facilitate participation in, or training for, sports. The method of use also differs as the Applicant's goods are played as arcade, amusement or recreational games, while the Opponent's goods are used while playing or training for sports in a sporting environment, such as a pitch, training ground or sports hall. There may be an overlap in users and trade channels at a general level, as the respective goods may be sold within sports or leisure retailers, however, this is at too general a level to engage a finding of similarity. I do not consider the goods are in competition, nor are they complementary in the way set out in caselaw. Overall, I consider the goods to be dissimilar.

Clubs for gymnastics.

48. The Applicant's above goods are a specific type of equipment used in gymnastics. While the Opponent's goods do not specifically relate to gymnastics, I consider that "*coordination rings*" and "*spot markers*" may be used in the training for a wide

range of sports, including gymnastics. While the goods may all be used by individuals participating in gymnastics, I consider this to be at too general a level to engage a finding of similarity based on user or purpose. The goods clearly differ in nature, purpose and method of use; for example, gymnastics clubs are swung or thrown, while spot markers are placed on the floor to mark a specific point or landing position. Even where the goods may be sold within the same sporting or gymnastics retailers, I do not consider the goods will be positioned within close proximity to one another. I do not consider the goods to be in competition, nor do I consider them to be complementary. Overall, I consider the goods to be dissimilar.

Class 41:

Football academy services; Sports coaching; Training of sports players; Coaching in the field of sports; Club education services.

49. The Applicant's above services are all educational, coaching or training services relating to sports, including football. Although 'club education services' is not specific to sports, I consider this term is broad enough that it may encompass club education services related to sports. While I consider the Opponent's "*sporting articles and training apparatus for the game of football (soccer)*", "*coaching poles*" and "*training bibs and vests (sports articles)*" are likely to be used in the provision of sports training, coaching and education, I do not consider them to be complementary in the way set out in caselaw. The goods are not indispensable to the services at issue and the average consumer is unlikely to expect an undertaking responsible for coaching or training to also produce the training apparatus used in that training. Although the goods and services differ in nature and method of use, there is an overlap in user and purpose, in that an individual may use them to improve their skills in a specific sport. While the goods and services at issue are not direct substitutes for one another, I consider there may be a limited degree of competition as an individual or sports club may choose to purchase training apparatus to use themselves, rather than engaging the services of a coach or trainer. Overall, I consider the goods and services to be similar to a low degree.

Organisation of football competitions; Organization of soccer competitions; Organisation of sports tournaments; Competitions (Organization of sports -); Organization of sports competitions; Organising of sports competitions; Competitions (Organising of sports -); Sports competitions (Organising of -); Organising of sports competitions and sports events; Organising of sports events and of sports competitions; Organisation of sporting competitions and sports events; Organisation of professional golf tournaments or competitions; Organisation of sports events in the field of football; Organization of soccer games; Services for the organisation of football events.

50. The Applicant's above services all relate to the organisation of sporting competitions, tournaments and sports events, including those specific to football, soccer and golf. The Opponent's goods, broadly speaking, cover a range of sporting articles and equipment, including "*sporting articles [...] for the game of football (soccer)*" and "*practice balls*". I consider that the Opponent's sporting goods and the Applicant's organisational services differ in nature, purpose and method of use. While there may be an overlap in user, I consider it to be at too general a level to engage a finding of similarity. In the absence of any evidence to the contrary, while I accept that sporting goods undertakings may sponsor or otherwise be commercially associated with sporting events, I do not consider it customary in trade for undertakings responsible for the organisation of such events and competitions to also produce the sporting articles used at those events. The goods and services are not in competition, as I consider it unlikely that a consumer will purchase sporting articles (including footballs for example), in place of engaging the services of an undertaking to organise a sporting competition, even where that competition pertains to football. Although sporting equipment and articles may be used in sporting competitions, I do not consider the goods and services are complementary in the way set out in caselaw. Overall, I consider the goods and services to be dissimilar.

Management of events for sporting clubs.

51. The Applicant's above services relate to the management of events for sporting clubs, which I understand to involve managing events as they occur and ensuring they run as planned. Although the term is limited to events for sporting clubs, I note that the events themselves are not necessarily sports based. Bearing in mind that the Opponent's goods are, broadly speaking, sporting articles and equipment for training and/or playing sports, I consider the goods and services differ in nature, purpose and method of use. I consider that any overlap in user is at too general a level to engage a finding of similarity. Even where the management services may pertain to sporting events, I do not consider it customary in trade for an undertaking responsible for event management services to also produce sporting articles or equipment. I do not consider the goods and services to be in competition, nor do I consider them complementary in the way set out in caselaw. Overall, I consider the goods and services to be dissimilar.

Club [discotheque] services; Club [cabaret] services.

52. The Applicant's above services are cabaret and discotheque services provided in clubs. The Opponent's goods, broadly speaking, cover a range of sporting articles and equipment. I consider that the services at issue clearly differ in nature, purpose and method of use to all of the Opponent's goods. While the user at a general level will be members of the general public, this is at too general a level to engage a finding of similarity. The average consumer is unlikely to expect providers of club services to also sell sporting goods. The goods are not in competition, nor are they complementary. Overall, I consider the goods and services to be dissimilar.

Entertainment in the nature of football games.

53. The Applicant's above services relate to the provision of football games for entertainment. The Opponent's goods are, broadly speaking, sporting articles and equipment for training and/or playing sports. Even where the Opponent's "*sporting articles and training apparatus for the game of football (soccer)*" may be used in a

football game, or sold as merchandise around the event, I do not consider the goods and services at issue to be complementary in the way set out in caselaw. While there will be an overlap in user at a general level, I consider the goods and services differ in nature, purpose and method of use. I do not consider the goods and services to be in competition as an entertainment service will not be sought in place of a sporting article. Overall, I consider the goods and services to be dissimilar.

Sports club services.

54. The Applicant's above services relate to the provision of sports club services, which I understand to include things like organising events, managing a venue and dealing with membership. The Opponent's goods are, broadly speaking, sporting articles and equipment for training and/or playing sports. While there will be an overlap in user at a general level, I consider the goods and services differ in nature, purpose and method of use. Even where the Opponent's "*football training aids*" or "*practice balls*" are used by a sporting club, I do not consider the goods and services at issue to be complementary in the way set out in caselaw. I do not consider the goods and services to be in competition as an individual is unlikely to purchase sports equipment in place of engaging the services of an undertaking who provides club facilities or services. Overall, I consider the goods and services to be dissimilar.

Provision of sporting club facilities; Club sporting facilities (Provision of -).

55. The Applicant's above services relate specifically to the provision of sporting club facilities. Although these services specifically relate to the provision of facilities, I consider them to be a type of sporting club service. In view of this, the same considerations apply as set out in paragraph 54. While there is an overlap in user at a general level, the goods and services differ in nature, purpose and method of use. I do not consider they are in competition nor complementary in the way set out in caselaw. In view of this, I find the goods and services to be dissimilar.

Fan club organisation; Fan club services; Fan clubs; Fan clubs (Organisation of -); Fan club services (entertainment).

56. I understand fan club services to be services which manage a community of fans, commonly related to specific sports teams, musicians, celebrities or specific brands. Bearing in mind that the Opponent's goods are, broadly speaking, sporting articles and equipment for training and/or playing sports, I consider the goods and services differ in nature, purpose and method of use, even where they all relate to football. I consider that any overlap in user is at too general a level to engage a finding of similarity. I do not consider the goods and services to be in competition, nor do I consider them complementary in the way set out in caselaw. Overall, I consider the goods and services to be dissimilar.

57. It is a prerequisite of section 5(2)(b) that the goods be identical or at least similar. As per *eSure*,⁵ in relation to the goods and services which I have found to be dissimilar, as there can be no likelihood of confusion under section 5(2), I will take no further account of such goods and services, with the opposition failing to that extent. The opposition under section 5(2)(b) therefore fails at this juncture for the following goods and services:

Class 28: Javelins [for field sports]; Clubs for gymnastics; Indoor football tables; Tables for indoor football; Indoor football (Tables for -); Table football tables; Tables for table football; Hockey games; Low-friction game tables for playing hockey games; Arcade basketball shooting games.

Class 41: Organisation of football competitions; Sports club services; Fan club organisation; Organisation of sports events in the field of football; Fan club services; Fan clubs; Organization of soccer competitions; Organization of soccer games; Fan clubs (Organisation of -); Fan club services (entertainment); Club [discotheque] services; Club [cabaret] services; Entertainment in the nature of football games; Organisation of sports tournaments; Provision of sporting club facilities; Club sporting

⁵ *eSure Insurance v Direct Line Insurance*, [2008] ETMR 77 CA

facilities (Provision of -); Organisation of professional golf tournaments or competitions; Competitions (Organization of sports -); Organization of sports competitions; Management of events for sporting clubs; Services for the organisation of football events; Organising of sports competitions; Competitions (Organising of sports -); Sports competitions (Organising of -); Organising of sports competitions and sports events; Organising of sports events and of sports competitions; Organisation of sporting competitions and sports events.

Average consumer and the purchasing act

58. As the case law above indicates, it is necessary to determine who the average consumer is for the goods at issue. I must then determine the manner in which the goods are likely to be selected by the average consumer.
59. The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purpose of assessing the likelihood of confusion, it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods in question: *Lloyd Schuhfabrik Meyer*, Case C-342/97.
60. In *Iconix Luxembourg Holdings SARL v Dream Pairs Europe Inc & Anor*, [2025] UKSC 25, the Supreme Court approved the comments of Arnold LJ in *Lidl Great Britain Ltd & Anor v Tesco Stores Ltd & Anor (Rev1)* [2024] EWCA Civ 262, where he pointed out that:

(a) Consumers who are ill-informed or careless, or consumers with specialised knowledge or who are excessively careful are excluded from consideration;

(b) The average consumer provides a standard which enables the courts to strike a balance between the competing interests involved, such as trade mark owners, their competitors and consumers;

(c) The average consumer is neither a single hypothetical person nor a mathematical average; assessment from the perspective of the average consumer does not involve a statistical test. There is no single meaning rule and if, having regard to the perceptions and expectations of the average consumer, the court considers that a significant proportion of the relevant public is likely to be confused, a finding of infringement may properly be made;

(d) Assessment from the perspective of the average consumer is intended to facilitate adjudication of trade mark disputes by providing an objective criterion, by promoting consistency of assessment and by enabling courts and tribunals to determine such issues so far as possible without the need for evidence;

(e) The average consumer's level of attention varies according to the category of goods or services in question; and

(f) the average consumer rarely has the opportunity to make direct comparisons between trade marks (or between trade marks and signs) and must instead rely upon the imperfect picture of the trade mark they have kept in their mind.

61. The average consumer of the goods and services at issue will be members of the general public and professional users such as sports clubs or coaches. The price of the goods and services will vary and various factors are likely to be taken into consideration during the purchasing process, including the quality, cost, durability and suitability for the customer's needs. Overall, I find that a medium degree of attention is likely to be paid during the selection process.

62. The goods will likely be self-selected from the shelves of retail outlets or their online equivalents. The services will likely be selected from websites or brochures. Given the process of selection, the visual impact of the marks is likely to play the greater role, though I do not discount the opportunity for aural recommendations to be made, for example, by word-of-mouth or from a sales person, etc.

Comparison of the marks

63. The respective trade marks pleaded under 5(2)(b) are shown below:

Opponent's trade mark	Applicant's trade mark
Nova	Nova football club (Nova FC)

64. The Opponent's mark consists of the word 'Nova'. There are no other elements to contribute to the overall impression, which lies in the word itself.

65. The Applicant's mark consists of the words 'Nova football club (Nova FC)', with no figurative or stylised elements. The Applicant submits that the 'football club' and 'FC' elements in their mark will be widely recognised as referring to a football club or sporting organisation.⁶ I agree that the letter 'FC' will be recognised as a common initialism for 'football club'. The Opponent submits that, in view of this, "'Nova' is the dominant and distinctive part of the Applicant's mark".⁷ I agree. Although not negligible, I consider that the words 'football club' and initials 'FC' are descriptive or allusive in the context of goods and services relating to football or sports. Overall, I consider the word 'Nova' plays the greatest role within the mark, with the brackets, words 'football club' and initials 'FC' playing a lesser role.

66. Visually, the marks coincide in the word 'Nova', which forms the entirety of the Opponent's mark and is identically replicated at the beginning of the Applicant's mark, a position to which the average consumer tends to pay more attention.⁸ The word 'Nova' is also repeated within the bracketed element '(Nova FC)' in the Applicant's mark. The additional words 'football club', initials 'FC' and brackets act as points of visual difference. Overall, bearing in mind the identity of the common word 'Nova', its position at the beginning of the Applicant's mark, and its repetition within the bracketed element, I consider that the marks are visually similar to a medium degree.

⁶ Applicant's form TM8 and counterstatement, question 8.

⁷ Opponent's submissions in lieu, paragraph 2.

⁸ *El Corte Inglés, SA v OHIM*, Cases T-183/02 and T-184/02.

67. Aurally, the marks coincide in the word 'Nova', which forms the entirety of the Opponent's mark and is identically replicated at the beginning of the Applicant's mark, as well as being repeated within the bracketed element. The additional words 'football club' and initials 'FC' in the Applicant's mark act as points of aural difference. I consider that consumers are likely to pronounce the mark as 'Nova Football Club'. This is due to the bracketed element repeating this wording in an abbreviated form; with 'FC' being recognised as a common initialism for 'football club'. Bearing in mind the shared 'Nova' element, I consider the marks to be aurally similar to a medium degree.
68. Conceptually, 'Nova' is a dictionary word that means "a variable star that undergoes a cataclysmic eruption".⁹ While this exact meaning may not necessarily be understood, I consider the average consumer will likely perceive 'Nova' as something relating to stars or the cosmos. This concept is shared by both marks.
69. The words 'football club' in the Applicant's mark will be attributed their normal dictionary meanings, acting as a point of conceptual difference. When viewed in its totality, the Applicant's mark alludes to a football club named 'Nova'. I consider that the bracketed element of the Applicant's mark repeats this concept, as the initials 'FC' are commonly understood as an initialism for 'Football Club'.
70. While the 'football club' and 'FC' elements lead to a conceptual difference, they are weak in distinctiveness where they are allusive or descriptive in relation to goods and services relating to football and sport. Overall, bearing in mind the shared concept in the word 'Nova' and the added football club concept in the Applicant's mark I consider the marks to be conceptually similar to a medium degree.

Distinctive character of the earlier trade mark

71. The distinctive character of a trade mark can be appraised only, first, by reference to the goods in respect of which registration is sought and, secondly, by reference

⁹ <https://www.collinsdictionary.com/dictionary/english/nova>

to the way it is perceived by the relevant public – *Rewe Zentral AG v OHIM (LITE)* [2002] ETMR 91. In *Lloyd Schuhfabrik*, 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-0000, paragraph 49).

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

72. Registered trade marks possess varying degrees of inherent distinctive character, being lower where they are suggestive or allusive of a characteristic of the goods, to those with high inherent distinctive character, such as invented words which have no allusive qualities. Although the distinctiveness of a mark can be enhanced by virtue of the use that has been made of it, the opponent has not filed any evidence of use in relation to the earlier mark. Consequently, I have only the inherent position to consider.

73. The Opponent's mark comprises the dictionary word 'Nova'. As set out in paragraph 68, 'Nova' means "a variable star that undergoes a cataclysmic eruption".¹⁰ However, I consider this meaning is one that may not immediately be known by the average consumer, who instead will likely perceive it merely as something relating to stars or the cosmos.
74. The Applicant submits that 'Nova' is widely used within the UK trade mark register across numerous classes and therefore possesses limited inherent distinctiveness,¹¹ however, I note that the Applicant has not filed any evidence to demonstrate that the distinctiveness of the earlier mark has been lowered. As per *Zero Industry Srl v OHIM*,¹² the mere fact that other marks exist on the register relating to the goods at issue is not enough to establish that the distinctive character of that element has been weakened.
75. As the word 'Nova' has no obvious connection with the Opponent's goods, I consider it to be inherently distinctive to a medium degree.

Likelihood of confusion

76. I must now feed all of my earlier findings into the global assessment of the likelihood of confusion, keeping in mind the following factors: i) the interdependency principle, whereby a lesser degree of similarity between the goods may be offset by a greater similarity between the marks, and vice versa (*Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*); ii) the principle that the more distinctive the earlier mark is, the greater the likelihood of confusion (*Sabel BV v Puma AG*), and; iii) the factor of imperfect recollection i.e. that consumers rarely have the opportunity to compare marks side by side but must rather rely on the imperfect picture that they have kept in their mind (*Lloyd Schuhfabrik Meyer & Co. GmbH v. Klijsen Handel B.V.*).
77. There are two types of confusion that may occur. Direct confusion is where the average consumer mistakes one mark for the other, while indirect confusion is

¹⁰ <https://www.collinsdictionary.com/dictionary/english/nova>

¹¹ Applicant's TM8 and counterstatement.

¹² Case T-400/06

where the average consumer recognises that the marks are different, but for some reason assumes that the later mark also identifies the goods or services of the owner of the earlier mark, or that the two undertakings are related: see *L.A. Sugar Limited v Back Beat Inc*, BL O/375/10, paragraph 16.

78. Earlier in this decision, I found that:

- The goods and services are identical or similar to varying degrees.
- The average consumer for the goods and services is the general public and professional users who will pay a medium degree of attention during the purchasing process. They will select the goods and services primarily by visual means, although I do not discount an aural component.
- The marks are visually, aurally and conceptually similar to a medium degree.
- The earlier mark is inherently distinctive to a medium degree.

79. Taking all of the above into account and bearing in mind the principle of imperfect recollection, I do not consider that the marks will be mistakenly recalled or misremembered for one another. Although the Opponent's mark 'Nova' is replicated in full at the beginning of the Applicant's mark, I consider the additional elements in the Applicant's mark will not be overlooked. This is the case even considering the repetition of the word 'Nova' within the bracketed element of (Nova FC). While 'football club' and/or 'FC' may be considered allusive/descriptive in terms of some of the goods and services at issue, I do not consider that their presence in the mark will be overlooked by the average consumer. I therefore consider that there is no likelihood of direct confusion, even where the goods are identical.

80. That leaves indirect confusion to be considered. In *L.A. Sugar Limited v Back Beat Inc*, Case BL O/375/10, Mr Iain Purvis QC, (as he then was) sitting as the Appointed Person, explained that:

"16. Although direct confusion and indirect confusion both involve mistakes on the part of the consumer, it is important to remember that these mistakes are very different in nature. Direct confusion involves no process of reasoning – it

is a simple matter of mistaking one mark for another. Indirect confusion, on the other hand, only arises where the consumer has actually recognized that the later mark is different from the earlier mark. It therefore requires a mental process of some kind on the part of the consumer when he or she sees the later mark, which may be conscious or subconscious but, analysed in formal terms, is something along the following lines: “The later mark is different from the earlier mark, but also has something in common with it. Taking account of the common element in the context of the later mark as a whole, I conclude that it is another brand of the owner of the earlier mark.

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

(a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right (“26 RED TESCO” would no doubt be such a case).

(b) where the later mark simply adds a non-distinctive element to the earlier mark, of the kind which one would expect to find in a sub-brand or brand extension (terms such as “LITE”, “EXPRESS”, “WORLDWIDE”, “MINI” etc.).

(c) where the earlier mark comprises a number of elements, and a change of one element appears entirely logical and consistent with a brand extension (“FAT FACE” to “BRAT FACE” for example).”

81. These three categories are not exhaustive; rather, they were intended to be illustrative of the general approach, as has been confirmed by the Court of Appeal. I recognise that a finding of indirect confusion should not be made merely because the competing marks share a common element. In this connection, it is not sufficient

that a mark merely calls to mind another mark: this is mere association not indirect confusion.¹³

82. Furthermore, in *Liverpool Gin*,¹⁴ Arnold LJ referred to the comments of James Mellor QC (as he then was), sitting as the Appointed Person in *Cheeky Italian Ltd v Sutaria* (O/219/16), where he said at [16] that “a finding of a likelihood of indirect confusion is not a consolation prize for those who fail to establish a likelihood of direct confusion”. Arnold LJ agreed, pointing out that there must be a “proper basis” for concluding that there is a likelihood of indirect confusion where there is no likelihood of direct confusion.
83. Having noticed the differences between the marks, I consider it likely that the average consumer will attribute trade mark significance to the shared word element ‘Nova’. This is especially the case as the words ‘football club’ and ‘FC’ are allusive/descriptive in relation to some of the goods and services at issue and therefore play a lesser role in the overall impression of the Applicant’s mark. In my view, it is commonplace for football clubs to be referred to by the distinctive name element of the club rather than by the descriptive words ‘football club’ or the abbreviation ‘FC’.
84. I consider that the words “football club” in the Applicant’s mark will be seen as a logical sub-brand or brand extension indicating a football or sports focused sub-brand from the same or an economically linked undertaking. The bracketed element ‘(Nova FC)’ will be seen as an abbreviated version of the ‘Nova Football Club’ part of the mark, rather than introducing any new meaning or concept to the mark. I agree with the Applicant’s submission that their goods and services all reflect the activities of a football club.¹⁵ Bearing this in mind, I consider the average consumer will expect such a sub-brand to be logical for the sports and football related goods and services at issue. Consequently, taking into account the identity or similarity of the relevant goods and services, the medium degree of similarity between the marks, and the distinctive significance of the shared word “Nova”, I find that there

¹³ *Duebros Limited v Heirler Cenovis GmbH*, BL O/547/17

¹⁴ *Liverpool Gin Distillery Ltd & Ors v Sazerac Brands, LLC & Ors* [2021] EWCA Civ 1207

¹⁵ As set out in paragraph 21.

is a likelihood of indirect confusion between the competing marks, for all goods and services which were found to be similar to at least a low degree.

Conclusion

85. The opposition filed under section 5(2)(b) of the Act is partially successful. Accordingly, the Applicant's mark is hereby, subject to any successful appeal of my decision, refused in respect of the following goods and services:

Class 25:

Football shirts; Football jerseys; Football shoes; Football boots; Soccer shirts; Replica football kits; Sports jerseys; Sports shirts; Football boots (Studs for -).

Class 28:

Football or soccer goals; Football gloves; Gloves for American football; Girdles for American football; Knee pads for American football; Football blocking sleds; Shoulder pads for American football; Soccer ball bags; Soccer goals; Volleyball game playing equipment; Balls for playing sports; Basketball goals; Apparatus for use in training for the game of rugby [sporting equipment]; Nets for sporting ball games; Sports balls; Field hockey balls; Sports games; Basketball nets; Basketball backboards; Backboards for basketball; Football equipment; Soccer balls.

Class 41:

Football academy services; Sports coaching; Training of sports players; Coaching in the field of sports; Club education services.

86. The Applicant's mark may proceed to registration in respect of the following goods and services:

Class 28:

Javelins [for field sports]; Clubs for gymnastics; Indoor football tables; Tables for indoor football; Indoor football (Tables for -); Table football tables; Tables for table football; Hockey games; Low-friction game tables for playing hockey games; Arcade basketball shooting games.

Class 41:

Organisation of football competitions; Sports club services; Fan club organisation; Organisation of sports events in the field of football; Fan club services; Fan clubs; Organization of soccer competitions; Organization of soccer games; Fan clubs (Organisation of -); Fan club services (entertainment); Club [discotheque] services; Club [cabaret] services; Entertainment in the nature of football games; Organisation of sports tournaments; Provision of sporting club facilities; Club sporting facilities (Provision of -); Organisation of professional golf tournaments or competitions; Competitions (Organization of sports -); Organization of sports competitions; Management of events for sporting clubs; Services for the organisation of football events; Organising of sports competitions; Competitions (Organising of sports -); Sports competitions (Organising of -); Organising of sports competitions and sports events; Organising of sports events and of sports competitions; Organisation of sporting competitions and sports events.

Costs

87. As both parties have achieved what I regard as a roughly equal measure of success, I direct that both parties should bear their own costs.

Dated this 3rd day of September 2026

Emma Rees

For the Registrar