

O-0803-24

TRADE MARKS ACT 1994
CONSOLIDATED PROCEEDINGS IN THE MATTER OF
TRADE MARK APPLICATION NOS 3766073 & 3766068
IN THE NAME OF APE FOUNDATION
FOR THE FOLLOWING
TRADE MARKS (RESPECTIVELY):

APE COIN

&

APECOIN

IN CLASSES 9, 14, 16, 18, 24, 25, 27, 28, 32, 33, 35, 36, 38, 41, 42, 43 & 45

AND

OPPOSITIONS THERETO (UNDER NO. 436952 & 436955)

BY

APESWAP FOUNDATION

BACKGROUND

1) On 15 March 2022, Ape Foundation ('the applicant') applied to register the marks, APE COIN and APECOIN, in respect of a variety of goods and services in numerous classes. It is unnecessary to set out all of those goods and services. Both applications were accepted and published in the Trade Marks Journal on 15 July 2022.

2) Apeswap Foundation ('the opponent') claims that both trade mark applications offend under Section 5(4)(a) of the Trade Marks Act 1994 ('the Act'), in respect of some of the goods and services applied for¹. The opponent claims to have acquired goodwill under the sign, APESWAP, which is said to have been used throughout the UK since 2021 in relation to various goods and services proper to classes 09, 36 and 42². The opponent claims that there will be a misrepresentation causing damage to its goodwill.

3) The applicant filed a counterstatement in defence of each trade mark application, denying the opponent's claims and putting it to proof thereof.

4) The opponent is represented by K&L Gates LLP; the applicant is represented by Abion UK Limited (formally Lane IP Limited). Only the opponent filed evidence. This consists of a witness statement in the name of Lucia Cantera, dated 11 April 2023, with three exhibits and a witness statement in the name of Simon Casinader, dated 9 March 2023, with five exhibits. A hearing took place before me, at which the applicant was represented by Mr Philip Harris of Abion UK Limited. The opponent did not attend the hearing or file written submissions in lieu.

DECISION

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

¹ As listed in the Annex to this decision.

² As listed in the Annex to this decision.

“(4) A trade mark shall not be registered if, or to the extent that, its use in the United Kingdom is liable to be prevented-

(a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, where the condition in subsection (4A) is met,

(aa) [...]

(b) [...]

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

6) Subsection (4A) of Section 5 states:

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

7) Section 5A of the Act is also relevant and states 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.”

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

“55. The elements necessary to reach a finding of passing off are the ‘classical trinity’ of that tort as described by Lord Oliver in the *Jif Lemon* case (*Reckitt & Colman Product v Borden* [1990] 1 WLR 491 HL, [1990] RPC 341, HL), namely goodwill or reputation; misrepresentation leading to deception or a likelihood of

deception; and damage resulting from the misrepresentation. The burden is on the Claimants to satisfy me of all three limbs.

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

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

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

- (1) that a name, mark or other distinctive indicium used by the claimant has acquired a reputation¹ among a relevant class of persons; and
- (2) that members of that class will mistakenly infer from the defendant's use of a name, mark or other indicium which is the same or sufficiently similar that the defendant's goods or business are from the same source² or are connected.

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

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

- (a) the nature and extent of the reputation relied upon,
- (b) the closeness or otherwise of the respective fields of activity in which the claimant and the defendant carry on business;

- (c) the similarity of the mark, name etc used by the defendant to that of the claimant;
- (d) the manner in which the defendant makes use of the name, mark etc complained of and collateral factors; and
- (e) the manner in which the particular trade is carried on, the class of persons who it is alleged is likely to be deceived and all other surrounding circumstances.

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

The relevant date

10) In *Advanced Perimeter Systems Limited v Multisys Computers Limited*, BL O-410-11, Mr Daniel Alexander QC (as he then was), sitting as the Appointed Person, endorsed the registrar’s assessment of the relevant date for the purposes of section 5(4)(a) of the Act, as follows:

“43. In *SWORDERS TM O-212-06* Mr Alan James acting for the Registrar well summarised the position in s.5(4)(a) proceedings as follows:

‘Strictly, the relevant date for assessing whether s.5(4)(a) applies is always the date of the application for registration or, if there is a priority date, that date: see Article 4 of Directive 89/104. However, where the applicant has used the mark before the date of the application it is necessary to consider what the position would have been at the date of the start of the behaviour complained about, and then to assess whether the position would have been any different at the later date when the application was made.’”

11) In the case before me, the filing date of both contested marks is 15 March 2022. As there is no evidence of any use by the applicant before that date, that is the only date I need to consider.

Goodwill

12) In *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 (HOL) the Court stated:

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

13) In terms of the evidence that is required to establish the existence of goodwill, in *South Cone Incorporated v Jack Bessant, Dominic Greensmith, Kenwyn House and Gary Stringer (a partnership)* [2002] RPC 19 (HC), Pumfrey J. stated:

“27. There is one major problem in assessing a passing of claim on paper, as will normally happen in the Registry. This is the cogency of the evidence of reputation and its extent. It seems to me that in any case in which this ground of opposition is raised the registrar is entitled to be presented with evidence which at least raises a prima facie case that the opponent's reputation extends to the goods comprised in the applicant's specification of goods. The requirements of the objection itself are considerably more stringent than the enquiry under s.11 of the 1938 Act (see *Smith Hayden & Co. Ltd's Application (OVAX)* (1946) 63 R.P.C. 97 as qualified by *BALI Trade Mark* [1969] R.P.C. 472). Thus the evidence will include evidence from the trade as to reputation; evidence as to the manner in which the goods are traded or the services supplied; and so on.

28. Evidence of reputation comes primarily from the trade and the public, and will be supported by evidence of the extent of use. To be useful, the evidence

must be directed to the relevant date. Once raised, the applicant must rebut the prima facie case. Obviously, he does not need to show that passing off will not occur, but he must produce sufficient cogent evidence to satisfy the hearing officer that it is not shown on the balance of probabilities that passing off will occur.”

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

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

15) The opponent must show that it has more than a trivial goodwill. In *Hart v Relentless Records* [2002] EWHC 1984 (Ch), Jacob J. (as he then was) stated that:

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

been used “but had not acquired any significant reputation” (the trial judge's finding). Again that shows one is looking for more than a minimal reputation.”

16) Further, in *Smart Planet Technologies, Inc. v Rajinda Sharma* (BL O/304/20), Mr Thomas Mitcheson QC (as he then was), as the Appointed Person, reviewed the following authorities about the establishment of goodwill for the purposes of passing-off: *Starbucks (HK) Ltd v British Sky Broadcasting Group Plc* [2015] UKSC 31, paragraph 52, *Reckitt & Colman Product v Borden* [1990] RPC 341, HL and *Erven Warnink B.V. v. J. Townend & Sons (Hull) Ltd* [1980] R.P.C. 31. After reviewing these authorities Mr Mitcheson concluded that:

“... a successful claimant in a passing off claim needs to demonstrate more than nominal goodwill. It needs to demonstrate significant or substantial goodwill and at the very least sufficient goodwill to be able to conclude that there would be substantial damage on the basis of the misrepresentation relied upon.”

After reviewing the evidence relied on to establish the existence of a protectable goodwill Mr Mitcheson found as follows:

“The evidence before the Hearing Officer to support a finding of goodwill for Party A prior to 28 January 2018 amounted to 10 invoices issued by Cup Print in Ireland to two customers in the UK. They were exhibited to Mr Lorenzi’s witness statement as exhibit WL-10. The customers were Broderick Group Limited and Vaio Pak.

37. The invoices to Broderick Group Limited dated prior to 28 January 2018 totalled €939 and those to Vaio Pak €2291 for something approaching 40,000 paper cups in total. The invoices referred to the size of “reCUP” ordered in each case. Mr Lorenzi explained that Broderick Group Limited supply coffee vending machines in the UK. Some of the invoices suggested that the cups were further branded for onward customers e.g. Luca’s Kitchen and Bakery.

38. Mr Rousseau urged me not to dismiss the sales figures as low just because the product was cheap. I have not done so, but I must also bear in mind the size of the market as a whole and the likely impact upon it of selling 40,000 cups. Mr Lorenzi explained elsewhere in his statement that the UK market was some 2.5 billion paper coffee cups per year. That indicates what a tiny proportion of the market the reCUP had achieved by the relevant date.

39. Further, no evidence was adduced from Cup Print to explain how the business in the UK had been won. Mr Rousseau submitted to me that the average consumer in this case was the branded cup supplier company, such as Vaio Pak or Broderick Group. No evidence was adduced from either of those companies or from any other company in their position to explain what goodwill could be attributed to the word reCUP as a result of the activities and sales of Cup Print or Party A prior to 28 January 2018.

40. Various articles from Packaging News in the period 2015-2017 had been exhibited but again no attempt had been made to assess their impact on the average consumer and these all pre-dated the acquisition of the goodwill in the UK. I appreciate that the Registry is meant to be a less formal jurisdiction than, say, the Chancery Division in terms of evidence, but the evidence submitted in this case by Party A as to activities prior to 28 January 2018 fell well short of what I consider would have been necessary to establish sufficient goodwill to maintain a claim of passing off.

41. This conclusion is fortified by the submissions of Party B relating to the distinctiveness of the sign in issue. Recup obviously alludes to a recycled, reusable or recyclable cup, and Party B adduced evidence that other entities around the world had sought to register it for similar goods around the same time. The element of descriptiveness in the sign sought to be used means that it will take longer to carry out sufficient trade with customers to establish sufficient goodwill in that sign so as to make it distinctive of Party A's goods."

17) However, a small business which has more than a trivial goodwill can protect signs which are distinctive of that business under the law of passing off even though

its goodwill and reputation may be small. In *Lumos Skincare Limited v Sweet Squared Limited and others* [2013] EWCA Civ 590, the Court of Appeal in England and Wales held that the defendant had passed off its LUMOS nail care products as the claimant's goods. The claimant had been selling LUMOS anti-ageing products since 2007. The goods retailed at prices between £40 and £100 per bottle. The Claimant's sales were small, of the order of £2,000 per quarter from early 2008 to September 2009, rising to £10,000 per quarter by September 2010. The vast majority of these sales were to the trade, including salons, clinics and a market. As at the relevant date (October 2010) the Claimant had sold to 37 outlets and by that date it was still selling to 25 outlets. There was evidence of repeat purchases. Although the number of customers was small, or, as the judge at first instance put it, "very limited", the claimant's goodwill was found to be sufficient to entitle it to restrain the defendant's trade under LUMOS³.

18) I also remind myself that the opponent must establish that it has actual goodwill in this jurisdiction which necessarily must involve the presence of customers in the UK for the goods and services relied upon. In *Starbucks (HK) Limited and Another v British Sky Broadcasting Group Plc & Others*, [2015] UKSC 31, Lord Neuberger (with whom the rest of Supreme Court agreed) stated (at paragraph 47 of the judgment) that:

"I consider that we should reaffirm that the law is that a claimant in a passing off claim must establish that it has actual goodwill in this jurisdiction, and that such goodwill involves the presence of clients or customers in the jurisdiction for the products or services in question. And, where the claimant's business is abroad, people who are in the jurisdiction, but who are not customers of the claimant in the jurisdiction, will not do, even if they are customers of the claimant when they go abroad."

³ See also: *Stannard v Reay* [1967] FSR 140 (HC); *Teleworks v Telework Group* [2002] RPC 27 (HC); (COA)

19) Bearing in mind the above, the first hurdle that the opponent must overcome is to show that it had more than a trivial goodwill in its business in the UK, at the relevant date of 15 March 2022, and that the sign it relies upon, APESWAP, is associated with, or distinctive of, that business. With that in mind, I now turn to consider the evidence filed by Mr Casinader and Ms Cantera.

20) Mr Casinader is Special Counsel at K&L Gates LLP. The narrative evidence and exhibits provided by him is summarised below:

- Apeswap is said to be a company that plays a worldwide role in the business of cryptocurrency, non-fungible tokens (NFTs), metaverses and decentralized finance. The opponent offers its products and services through its online platform in which users can directly participate in financial transactions. The platform is said to allow users to interact with cryptocurrencies and give them access to global cryptocurrency networks such as the BNB, Polygon and Ethereum chains so that they can carry out their transactions.
- Apeswap was launched and commenced business on 13 February 2021. Apeswap was launched concurrently with the creation of its first cryptocurrency, Banana, which was followed shortly thereafter by its second cryptocurrency, Gnana. It is said that both cryptocurrencies are now widely recognised and highly valued cryptocurrencies that are traded on the opponent's platforms. **Exhibit 2** is a print of 'the creation of Apeswap's first cryptocurrency and consequent trade mark on 13 February 2021'.
- Due to its global scale business, Apeswap managed to position its currency with a value of ten million US dollars on 15 February 2021.
- On 8 April 2021, Apeswap had its first sale of non-fungible apes, a set of 1,000 unique, rare and immutable digital apes cryptographically generated. Shortly thereafter, Apeswap managed to position its currency with a value of one hundred million US dollars.
- The opponent launched on one of the world's largest cryptocurrency networks, Polygon, on 21 June 2021.
- The Apeswap Twitter account has amassed over 330,000 followers as of 2 March 2023, as shown in **Exhibit 3**.

- Apeswap has over 2,000⁴ followers on Facebook as of 2 March 2023, as shown in **Exhibit 4**.
- It is said that the opponent has operated the automated market maker (AMM), yield farming and staking platform as well as Apeswap cryptocurrency on BNB Chain, Polygon and Ethereum since 2021.
- Apeswap is also said to have been the subject of media publications and won awards including being announced as one of the 10 winners of the BSC Most Valuable Builder II (MVB11) award and was mentioned in the first-year publication of widely recognised cryptocurrency platform BNB Chain.
- It is said that Apeswap operates on a global basis from the website <https://apeswap.finance/> including operating throughout the UK and targeting the UK public and has done so since its launch. **Exhibit 1** consists of prints from that website, dated 2 March 2023. The website states that ‘Apeswap is a multichain DeFi Hub offering an accessible, transparent and secure experience for everyone.’ The ‘total value locked’ is said to be \$69,979,698. ‘Total Trade Volume’ is \$17,922,527,322. The ‘market cap’ is \$11,931,829. The website lists options at the top of the page which are ‘Exchange’, ‘Stake’, ‘Raise’, ‘Collect’, ‘Lend’ and ‘Explore’. Various ‘trending tokens’ are also listed including ‘SKILL’, ‘CYT’, ‘BANANA’ and ‘WBNB’. There are also sections of the website referred to as ‘Staking Pools’, ‘Yield Farms’, ‘Lending Network’ and ‘Treasury Bills’.
- It is said that Apeswap has been successful in enforcing its trade mark in other jurisdictions, including Turkey. **Exhibit 5** is a print of ‘Apeswap’s successful opposition against the Trade Marks at the Turkish Patent and Trade Mark Office dated 20 January 2023’. I note that that opposition succeeded under Article 6(1), based upon a prior registered mark owned by the opponent. However, it failed under Article 6(3) ‘since it is concluded that the information and documents submitted are not sufficient to prove that the phrase in question has been used on the goods/services subject to the opposition in a widespread, uninterrupted and commercial effect in Turkey before the application.’

⁴ Although Mr Casinader states that the page had over 16,000 followers, the exhibit itself appears to show that the page had just over 2,000 followers only.

21) I now turn to summarise the evidence from Ms Cantera, who is a legal representative at the opponent. Some of Ms Cantera's narrative evidence merely repeats the narrative evidence given by Mr Casinader⁵. I have considered that evidence but will not repeat it here. She also provides the following narrative and exhibits:

- It is explained that the opponent's NFT platform works with Blockchain technology which offers security to users, since every transaction made is recorded and stored on the network with an exact date and time. In addition, the parties 'relate' directly with each other and avoid interacting with financial intermediation entities, due to the decentralized finance system it has.
- It is explained that Blockchain is, then, a shared accounting system in which users interact, record and store data and perform transactions of digital financial assets. Likewise, transactions operate through smart contracts which are computer programs on the platform that ease, secure and execute agreements registered between two or more parties when the conditions that have been agreed for the operation to be carried out are fulfilled.
- **Exhibit 1** and **Exhibit 2** are said to evidence instances of confusion between the opponent and the applicant. **Exhibit 1** consists of a table comparing the parties' marks/signs and their respective 'histories/achievements'. There is nothing in the exhibit showing any instances of confusion on the part of UK consumers. **Exhibit 2** consists of a table listing, what is said to be, instances of confusion between the opponent and the applicant. The heading of the exhibit makes clear that none of these instances relate to the UK. However, it is said that due to the global nature of the relevant market, UK consumers would be expected to exhibit the same type of confusion as evidenced in the table. Given that none of these relate to the UK, I see no reason to set out any more information about those various 'instances of confusion' here.
- **Exhibit 3** consists of: i) a graph and table showing the number of UK 'users' accessing the opponent's website from February 2021 to March 2022. The exhibit shows that in that period, the website was 'visited' by +114,000

⁵ The evidence in paragraphs 3 and 6 of Ms Cantera's statement is also provided by Mr Casinader in his evidence.

individuals from England, Scotland, Wales and Northern Ireland' (my emphasis)
ii) a print showing the appointment of the opponent's Community Manager who is a UK citizen, in May 2021 and iii) prints from the opponent's messaging board (Feb 2021) and first posts in public group chats (Feb 2022), in the English language.

22) Having considered the evidence in the round, I agree with Mr Harris' submissions at the hearing that it is insufficient to show that the opponent had the requisite goodwill in the UK at the relevant date. In reaching this conclusion I have borne in mind, in particular, the following factors:

- i. Much of the evidence refers to the opponent's 'worldwide' presence in the business of cryptocurrency, NFTs, metaverses and decentralized finance and Mr Casinader states that the opponent's cryptocurrencies, which are traded on its 'platforms', are 'widely recognised and highly valued'. However, there is nothing to show the value, or degree of recognition, from the perspective of the UK market/consumer. Indeed, very little of the evidence before me clearly pertains to the UK. For example, although the opponent provides narrative evidence that its currency had a value of one hundred million US dollars on 27 April 2021, no indication is given about the proportion of that figure which is attributable to the UK.
- ii. It is not clear to what extent the sign relied upon, APESWAP, has been used in relation to any of the specific goods/services relied upon, including in relation to cryptocurrency or the trading thereof. In this connection, I note that the opponent has also provided cryptocurrencies under the names 'Banana' and 'Gnana'.
- iii. The evidence showing the number of visitors from the UK to the opponent's website between February 2021 and March 2022 does little to assist the opponent. Firstly, the number of monthly/yearly visitors appears to be small in what is likely to be a substantial market. Secondly, that evidence merely shows how many people visited the website from the UK. It does not tell me what those visitors did when they got to the website. I cannot tell how many of those visitors actually used any goods/services on the website nor the precise nature of the

goods/services which were actually used (if they were used at all) and no further information is given to shed any light on this.

- iv. The prints provided from the opponent's website are from 2023 (after the relevant date). Although I accept that that website was up and running in the year leading up to the relevant date, I cannot tell whether the prints before me are representative of the way the sign relied upon appeared on that website prior to the relevant date.
- v. The evidence from Ms Cantera purporting to show instances of confusion between the parties' marks and goods/services does not relate to the UK. There is nothing before me to show that UK consumers have experienced any such confusion.
- vi. The evidence purporting to show that the opponent has successfully opposed the applicant's mark in Turkey merely shows that the opponent successfully opposed that mark on the basis of an earlier registered mark in that jurisdiction and nothing more. It does not, in any way, support the opponent's claim to have the necessary goodwill in the UK.
- vii. Although it is said by Mr Casinader that the opponent has been mentioned in media publications and has won awards, no copies of those publications/awards are provided. Whilst I note from the content of the table in exhibit 1 to the witness statement of Ms Cantera that one of the awards was dated 30 July 2021 and the opponent was mentioned in the first-year publication of BNB Chain on 2 September 2021, there is nothing to show that UK consumers were exposed to that publication or aware of that award.
- viii. It is impossible to tell how many of the followers of the opponent's Twitter and Facebook accounts existed prior to the relevant date (given that the prints from those accounts come from 2023) and how many of them, if any, were from the UK.
- ix. The appointment of a community manager who happens to be based in the UK is not evidence of use or goodwill in the UK nor is the fact that the opponent uses the English language on message boards etc., given that English is also spoken in other countries outside of the UK (such as the USA).

23) Bearing in mind the above, and even after taking a collective view of the evidence before me, it falls short of establishing that the opponent had the requisite goodwill in

the UK at the relevant date in relation to any of the goods and services relied upon. Without goodwill, there can be no misrepresentation or damage. **The opposition fails.**

COSTS

24) As the applicant has been successful, it is entitled to a contribution towards the costs it has incurred during these proceedings. The relevant guidance to be used in the case before me is found in Annex A of Tribunal Practice Notice 2/2016. Using that guide, and allowing for the fact that the two opposition cases involved the same grounds and were consolidated, I award the applicant costs on the following basis:

Preparing a statement and considering the opponent's statements (x2)	£400
Preparing for, and attending, the hearing	£500
Total:	£900

25) I order Apeswap Foundation to pay Ape Foundation the sum of **£900**. This sum is to be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 20th day of August 2024

Beverley Hedley
For the Registrar,
the Comptroller-General

Annex

Opposed goods and services:

Class 9: Computer hardware; smartwatches; smart jewelry; eyewear; sunglasses; virtual reality glasses; headphones; headsets; gaming headsets; computer gaming peripherals; cases for computers, smartphones, headphones, headsets and gaming devices; Light emitting diode (LED) signs; neon signs; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; cryptocurrency hardware wallet; non-fungible token (NFT) multimedia files; non-fungible token (NFT) music files; non-fungible token (NFT) image files; non-fungible token (NFT) video files; non-fungible token (NFT) text files; non-fungible token (NFT) audio files; image, music, audio, video and multimedia files authenticated by non-fungible tokens (NFTs); downloadable electronic publications; digital images, audio, video and multimedia files; computer graphics; software; blockchain software; distributed ledger software; cryptography software; software for use with cryptocurrency; software for use with digital currency; software for use with virtual currency; software for minting, creating, and issuing digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; software for viewing and providing access to digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, cryptocollectibles, cryptocurrencies, digital currencies and virtual currencies; software for distributing, trading, storing, sending, receiving, accepting, and transmitting digital assets, digital tokens, cryptotokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; software for decentralized finance; software for creating and executing smart contracts; software for developing decentralized applications; software for recording, managing, tracking, and transferring ownership interests in decentralized autonomous organizations; software for management and governance of decentralized autonomous organizations; software for participating and voting in decentralized autonomous organizations; software for executing and recording financial transactions; distributed ledger software for use in processing financial transactions; software for electronic funds transfer; software for use as a cryptocurrency wallet; software for use as an electronic wallet; software for creating and managing electronic wallets; software for digital currency payment and exchange transactions; software for managing and validating transactions involving digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, cryptocollectibles, cryptocurrencies, digital currencies and virtual currencies; electronic payment processing software; game software; virtual reality software; software for creating NFTs; software for managing and verifying transactions on a blockchain; software for game development; gaming software development tools; blockchain gaming software; software for cryptocurrency mining; software for cryptocurrency farming; software for arranging and conducting auctions; software for voting; software for social networking; software development tools; software for creating, managing, and interacting with an online community; software for creating, managing and accessing groups within virtual communities; file sharing software; communications software; software for sending and receiving electronic

messages, graphics, images, audio and audio visual content via the internet and communication networks; software for creating, editing, uploading, downloading, accessing, viewing, posting, displaying, tagging, blogging, streaming, linking, annotating, indicating sentiment about, commenting on, voting on, embedding, transmitting, and sharing or otherwise providing electronic media or information via computer and communication networks; software for processing images, graphics, audio, video, and text; software for the collection, managing, editing, organizing, modifying, transmission, sharing, and storage of data and information; software for transmitting, sharing, receiving, downloading, displaying, interacting with and transferring content, text, visual works, audio works, audiovisual works, literary works, data, files, documents and electronic works; e-commerce software; e-commerce software to allow users to perform electronic business transactions via a global computer the internet and communication networks; software for processing electronic transactions; software for organizing, searching for and managing events; software for creating accounts and maintaining and managing information about financial transactions on distributed ledgers and peer to peer payment networks; software for use in financial trading; software for use in financial exchange; software for providing authentication of parties to a financial transaction; software for maintaining ledgers for financial transactions; software for the management of cryptographic security of electronic transmissions across computer networks; software for encrypting and enabling secure transmission of digital information over the Internet; software for currency conversion.

Class 36: Financial services; monetary services; financial transaction services; financial exchange services; banking services; cryptocurrency services; digital currency services; electronic currency services; virtual currency services; cryptocurrency exchange services; cryptocurrency trading services; cryptocurrency payment processing; electronic payment services; electronic wallet services; currency exchange services; currency trading services; payment processing services; loan services; issuance of digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; distribution, trading, lending, exchange, storage and transmission of digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, cryptocollectibles, cryptocurrencies, digital currencies and virtual currencies; providing financial information; providing information in the fields of digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; financial affairs, namely, financial management, financial planning, financial forecasting, financial portfolio management and financial analysis and consultation; financial information provided by electronic means; brokerage services; currency dealing services; investment management services; electronic commerce payment services; blockchain-based payment verification services.

Class 42: Software as a service (SaaS); platform as a service (PaaS); cloud computing services; design and development of computer hardware and software; computer, electronic and video game development services; organization, management and governance of decentralized autonomous organizations (DAOs); recording, management and tracking of ownership interests in decentralized

autonomous organizations (DAOs); design and development of decentralized applications; development and implementation of smart contracts; information technology services; nondownloadable computer graphics; non-downloadable software; non-downloadable blockchain software; non-downloadable distributed ledger software; non-downloadable cryptography software; non-downloadable software for use with cryptocurrency; non-downloadable software for use with digital currency; non-downloadable software for use with virtual currency; non-downloadable software for minting, creating, and issuing digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; non-downloadable software for viewing and providing access to digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; nondownloadable software for distributing, trading, storing, sending, receiving, accepting, and transmitting digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies; non-downloadable software for decentralized finance; non-downloadable software for creating and executing smart contracts; non-downloadable software for developing decentralized applications; non-downloadable software for recording, managing, tracking, and transferring ownership interests in decentralized autonomous organizations; non-downloadable software for management and governance of decentralized autonomous organizations; non-downloadable software for participating and voting in decentralized autonomous organizations; non-downloadable software for executing and recording financial transactions; non-downloadable distributed ledger software for use in processing financial transactions; non-downloadable software for electronic funds transfer; non-downloadable software for use as a cryptocurrency wallet; non-downloadable software for use as an electronic wallet; non-downloadable software for creating and managing electronic wallets; non-downloadable software for digital currency payment and exchange transactions; nondownloadable software for managing and validating transactions involving digital assets, digital tokens, crypto-tokens, utility tokens, non-fungible tokens (NFTs), digital collectibles, cryptocollectibles, cryptocurrencies, digital currencies and virtual currencies; non-downloadable electronic payment processing software; non-downloadable game software; non-downloadable virtual reality software; non-downloadable software for creating NFTs; non-downloadable software for managing and verifying transactions on a blockchain; non-downloadable software for game development; nondownloadable gaming software development tools; non-downloadable blockchain gaming software; non-downloadable software for cryptocurrency mining; non-downloadable software for cryptocurrency farming; non-downloadable software for arranging and conducting auctions; nondownloadable software for voting; non-downloadable software for social networking; nondownloadable software development tools; non-downloadable software for creating, managing, and interacting with an online community; non-downloadable software for creating, managing and accessing groups within virtual communities; non-downloadable file sharing software; nondownloadable communications software; non-downloadable software for sending and receiving electronic messages, graphics, images, audio and audio visual content via the internet and communication networks; non-downloadable software for creating, editing, uploading, downloading, accessing,

viewing, posting, displaying, tagging, blogging, streaming, linking, annotating, indicating sentiment about, commenting on, voting on, embedding, transmitting, and sharing or otherwise providing electronic media or information via computer and communication networks; non-downloadable software for processing images, graphics, audio, video, and text; non-downloadable software for the collection, managing, editing, organizing, modifying, transmission, sharing, and storage of data and information; non-downloadable software for transmitting, sharing, receiving, downloading, displaying, interacting with and transferring content, text, visual works, audio works, audiovisual works, literary works, data, files, documents and electronic works; non-downloadable e-commerce software; non-downloadable e-commerce software to allow users to perform electronic business transactions via a global computer the internet and communication networks; non-downloadable software for processing electronic transactions; non-downloadable software for organizing, searching for and managing events; non-downloadable software for creating accounts and maintaining and managing information about financial transactions on distributed ledgers and peer to peer payment networks; non-downloadable software for use in financial trading; non-downloadable software for use in financial exchange; non-downloadable software for providing authentication of parties to a financial transaction; software for maintaining ledgers for financial transactions; non-downloadable software for the management of cryptographic security of electronic transmissions across computer networks; non-downloadable software for encrypting and enabling secure transmission of digital information over the Internet; non-downloadable software for currency conversion; creation of digital assets, digital tokens, crypto-tokens, utility tokens, nonfungible tokens (NFTs), digital collectibles, crypto-collectibles, cryptocurrencies, digital currencies and virtual currencies.

Goods and services for which the earlier right is said to have been used:

Class 9: Scientific, surveying, photographic, cinematographic apparatus and instruments; appliances of recording, transmission or reproduction of sound or images; magnetic record carriers, acoustic records, compact discs, DVDs and other digital recording media; teams of data processing; computers; electronic currency converters; equipment and coin authentication apparatus; computer software for displaying digital media; software for digital solution providers; cryptography software; keys downloadable cryptocurrencies for receiving and spending cryptocurrencies; cryptographic keys downloadables for receiving and spending cryptocurrencies; utility, security and cryptography software; downloadable software for managing cryptocurrency transactions; computer hardware for quantum cryptography systems; computer software for digital currency; software IT for virtual currency; computer hardware for e-commerce currency; computer programs for electronic currency trading; software downloadable software for digital currency; downloadable computer software to spend and exchange digital currencies; downloadable computer software to receive and access digital currencies; downloadable crypto keys for receiving and spending cryptocurrencies; downloadable software for generating cryptographic keys for receiving and spending cryptocurrencies; downloadable computer software for receiving and accessing digital tokens; estate downloadable virtual software, computer programs containing products and services for your use online and/or in virtual online environments; downloadable software for participating in networks social and interact with online

communities; downloadable software to access and stream multimedia entertainment content; downloadable software to provide access to a virtual online environment; downloadable computer software for the creation, production and modification of designs and digital animated and non-animated characters, avatars, digital overlays and skins for access and use in online environments, virtual environments online, and in virtual environments of extended reality; digital media, content downloadable audiovisual multimedia; downloadable software on computers for trade, display and management of digital objects; computer programs that contain products and services, downloadable image files for use online and/or environments online visuals.

Class 36: Digital currency exchange services, insurance, financial business, money business, real estate businesses, payment intermediation services in the field of electronic commerce and/or Marketplace, electronic transfer of crypto assets; exchange operations (currency); financial information services in relationship with digital or online currencies; online or digital currency exchange office services; financial services in relationship with digital currency; digital or online currency appraisal; online or digital currency transactions; financial transactions related to online or digital currency exchange; electronic currency transfer virtual. Issuance, supply and electronic transfer of digital tokens.

Class 42: Scientific and technological services, as well as related research and design services; industrial analysis, industrial research and industrial design services; quality control and authentication services; design and development of hardware and software online and in environments virtual online. Provision of non-downloadable online software for the creation, reproduction and modification of animated and non-animated digital characters and designs, avatars, digital overlays and skins for use in online environments, virtual environments online and extended reality virtual environments; trading platform hosting email on the Internet; software programming for electronic commerce platforms; maintenance of computer software used in the field of electronic commerce; services of consultancy relating to computer software used in electronic commerce; consultancy in creation and design of websites for electronic commerce; maintenance services and consultancy relating to computer software used in electronic commerce; software development logistics; development of supply chain management software; software development of electronic business portals; digital asset management; content hosting digital.