O-0933-23

TRADE MARKS ACT 1994

IN THE MATTER OF

THE UK DESIGNATION OF

INTERNATIONAL REGISTRATION NO 1596311

IN THE NAME OF GROWTHPOINT TECHNOLOGY PARTNERS LLC

TO REGISTER

GrowthPoint

AS A TRADE MARK IN CLASS 36

AND

OPPOSITION THERETO (UNDER NO. 431232)

BY

GROWTHPOINT PROPERTIES LIMITED

BACKGROUND

1) GrowthPoint Technology Partners LLC ('the holder') is the holder of International Registration ('IR') no. 1596311 for the mark 'GrowthPoint'. The IR claims a priority date of 20 August 2020 from the United States. On 11 February 2021, the holder designated the UK for protection of the IR. The services covered by the IR have been restricted further to this opposition having been filed and currently read as follows:

Class 36: Raising of capital for start-up companies, mergers and acquisitions advisory services for start-up companies, and strategic financial advisory services for start-up companies seeking to be acquired.

2) The designation was published in the Trade Marks Journal on 19 November 2021 and notice of opposition was later filed by Growthpoint Properties Limited ('the opponent'). The opponent claims that the trade mark designation offends under Section 5(2)(b) of the Trade Marks Act 1994 ('the Act') (despite the restriction of the services). It relies upon three trade mark registrations in respect of services in class 36 only. One of those registrations is in black and white and the other two are in colour; in all other respects, the marks covered by those registrations are identical (save for one of the earlier coloured marks having a square background acting as a backdrop for the other elements of the mark which is not present in the other two marks relied upon). The services relied upon for each registration, in class 36, are also identical[1]. The opponent is clearly in no stronger position as regards its coloured marks as opposed to its black and white mark and I will therefore make the assessment of the likelihood of confusion based upon the latter only. The details of the relevant registration are as follows:

[1] Details of the coloured earlier registrations are set out in the Annex to this decision.

UKTM No: 801476986

Class 36: Insurance, life assurance and reinsurance services; actuary services; financial evaluation, assessment, valuation, loss adjusting, agency, brokerage, exchange, savings guarantee, security, swapping, deposit, clearing houses and underwriting services; provision of financial reports and analysis all relating to risk management; estimating insurance risks, losses and liabilities; financial planning, financial consultancy services; claims settlement, management and control all relating to insurance claims, investment and investment trust services; asset acquisition and disposal services; real estate affairs, real estate consultancy, investment procurement and valuation services, assessment and management of real estate, providing of real estate and property information and property brokerage services, leasing and renting of real estate, real estate agencies and managers, rental of office space and mortgage banking.

Priority date: 24 December 2018 (Australia)
Filing date: 18 January 2019
Date of entry in the register: 17 December 2019

3) The trade mark relied upon by the opponent is a comparable mark IR(EU)[2], which is an 'earlier' mark, in accordance with section 6 of the Act. As it had not been protected for five years or more at the priority date of the contested designation, it is not subject to the proof of use conditions as per Section 6A of the Act.

4) The holder filed a counterstatement denying the grounds of opposition. It also states that it has been using its mark since 2006 and therefore may seek to apply to

[2] Following the end of the transition period of the UK's withdrawal from the EU, all EU trade marks ("EUTM") registered before 1 January 2021 were recorded as comparable trade marks in the UK trade mark register (and as a consequence, have the same legal status as if they had been applied for and registered under UK law). A 'comparable trade mark (EU)' retains the same filing date, priority date (if applicable) and registration date of the EUTM from which it derives.

invalidate the opponent's earlier marks. However, I can find no record of any such invalidation actions having been filed to date.

5) Subsequent to the filing of the counterstatement a preliminary indication was issued to the parties under the provision of Rule 19 of The Trade Marks Rules 2008[3]. That indication was that the opposition would succeed in full. The holder gave notice that it nevertheless wished to proceed to evidence rounds[4]. The preliminary indication, given by a different Hearing Officer, is not binding upon me and will have no bearing upon my decision.

6) The opponent is represented by Norton Rose Fullbright LLP. The holder is represented by Stevens Hewlett & Perkins. Neither party has filed any evidence of fact. The holder did, however, file written submissions during the evidence rounds[5]. Neither party requested a hearing. Only the opponent filed submissions in lieu[6]. I now make this decision after considering all the papers before me.

DECISION

7) Section 5(2)(b) of the Act states:

> "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."

[3] As per the official letter of 16 June 2022.
[4] As per Form TM53 filed on 14 July 2022.
[5] Dated 17 February 2023.
[6] Dated 17 May 2023.

Case law

8) Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 requires tribunals to apply EU-derived national law in accordance with EU law as it stood at the end of the transition period. The provisions of the Act relied on in these proceedings are derived from an EU Directive. Accordingly, it is appropriate to take account of the case law of EU courts in determining the matter before me.

9) The leading authorities which guide me are from the Court of Justice of the European Union ('CJEU'): *Sabel BV v Puma AG,* Case C-251/95, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc,* Case C-39/97, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV,* Case C-425/98, *Matratzen Concord GmbH v OHIM*, Case C-3/03, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH,* Case C-120/04, *Shaker di L. Laudato & C. Sas v OHIM,* Case C-334/05P and *Bimbo SA v OHIM,* Case C-591/12P.

The principles

(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 will wrongly believe that the respective goods or services come from the same or economically-linked undertakings, there is a likelihood of confusion.

Comparison of services

10) All relevant factors relating to the services should be taken into account when making the comparison. In *Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer* the CJEU, Case C-39/97, stated at paragraph 23 of its judgment 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."

11) Guidance on this issue has also come from Jacob J, where, in *British Sugar Plc v James Robertson & Sons Limited* [1996] RPC 281, the following factors were highlighted as being relevant:

> (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.

12) In terms of being complementary (one of the factors referred to in *Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer*), this relates to close connections or relationships that are important or indispensable for the use of the other. In *Boston Scientific Ltd v OHIM* Case T- 325/06, it was stated:

> "It is true that goods are complementary if there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking.."

In Sanco SA v OHIM Case T-249/11, the General Court ('GC') found 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 was 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. noted as the Appointed Person in Sandra Amelia Mary Elliot v LRC Holdings Limited (BL-0-255-13):

> "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."

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."

13) Finally, I note the decision in *Gérard Meric v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM* Case T-133/05), where the GC held that:

"29 In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by the trade mark application (Case T-388/00 Institut für Lernsysteme v OHIM – Educational Services (ELS) [2002] ECR II-4301, paragraph 53) or when the goods designated by the trade mark application are included in a more general category designated by the earlier mark (Case T-104/01 Oberhauser v OHIM – Petit Liberto (Fifties) [2002] ECR II-4359, paragraphs 32 and 33; Case T-110/01 Vedial v OHIM – France Distribution (HUBERT) [2002] ECR II-5275,paragraphs 43 and 44; and Case T-10/03 Koubi v OHIM – Flabesa (CONFORFLEX) [2004] ECR II-719, paragraphs 41 and 42)."

14) The services to be compared are:

Opponent's services	Holder's services
Class 36: Insurance, life assurance and reinsurance services; actuary services; financial evaluation, assessment, valuation, loss adjusting, agency, brokerage, exchange, savings guarantee, security, swapping, deposit, clearing houses and underwriting services; provision of financial reports and analysis all relating to risk management; estimating insurance risks, losses and liabilities; financial planning, financial consultancy services; claims settlement, management and control all relating to insurance claims, investment and investment trust services; asset acquisition and disposal services; real estate affairs, real estate	**Class 36:** Raising of capital for start-up companies, mergers and acquisitions advisory services for start-up companies, and strategic financial advisory services for start-up companies seeking to be acquired.

consultancy, investment procurement and valuation services, assessment and management of real estate, providing of real estate and property information and property brokerage services, leasing and renting of real estate, real estate agencies and managers, rental of office space and mortgage banking. (my emphasis)	

15) Whilst I note the holder's submission to the effect that its services are well-defined, highly specialised, niche services, the opponent's 'financial planning' and 'financial consultancy' services are, to my mind, broad terms which, notionally, cover all kinds of financial planning and financial consultancy services, including those that are provided to start-up companies and which may relate to mergers and acquisitions, raising of capital and/or involve the provision of strategic financial advice. That being so, it seems obvious to me that the respective trade channels of the aforementioned services of the opponent and the holder's services, will be the same or highly similar. Further, the respective users may be the same and the nature, purpose and method of use of the respective services may be the same or at least highly similar. There is also likely to be a complementary relationship between the opponent's services and the contested services because the opponent's services are likely to be important for and/or indispensable to the holder's services in such a way that the average consumer may believe that they come from the same undertaking. I find the respective services to be highly similar.

Average consumer and the purchasing process

16) It is necessary to determine who the average consumer is for the respective services and the manner in which they are likely to be selected. In *Hearst Holdings Inc, Fleischer Studios Inc v A.V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. described the average consumer in these terms:

> "60. The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The words "average" denotes that the person is typical. The term "average" does not denote some form of numerical mean, mode or median."

17) The relevant average consumer of both parties' services is a business/professional. The cost of the services may vary but they are unlikely to be inexpensive. I would expect the business/professional consumer to take considerable care when making the purchase to ensure that the services meet their particular financial and business needs. I agree with the holder that a high degree of attention is likely to be paid during the purchase. The relevant services are likely to be sought out visually, whether that be online or through signage on the high street or marketing material. However, I do not discount that there may also be an aural aspect to the purchase.

Comparison of marks

18) It is clear from *Sabel BV v. Puma AG* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

> ".....it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion."

It would be wrong, therefore, artificially to dissect the marks, although it is necessary to take into account their distinctive and dominant components and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

19) The marks to be compared are:

v GrowthPoint

I will first consider the overall impression of each mark. The holder's mark consists of the plain word-mark, 'GrowthPoint'. The overall impression lies in the mark, as a whole. Turning to the earlier mark, this consists of the word 'GROWTHPOINT', which is presented in a standard font, except that the letter 'H' has the appearance of being merged slightly with the letter 'P' which follows it. That word is presented above the word 'PROPERTIES' in standard font. A further element of the mark is the letter 'G', with a small line 'slicing' through part of it, presented within a four-sided shape ('the 'G' element'). I find that it is the word 'GROWTHPOINT' which dominates the overall impression of the mark owing to its relatively prominent position at the beginning of the mark and the proportion of the mark that it occupies. The 'G' element also makes an important contribution to the overall impression but to a slightly lesser extent than 'GROWTHPOINT', given its less prominent position at the end of the mark. The word 'PROPERTIES' carries the least weight in the overall impression owing to its relatively smaller size and descriptive nature, as compared to the other elements of the mark.

20) Visually, the point of coincidence between the marks is that both contain the word 'Growthpoint', being the only element of the contested mark and the first element of the earlier mark. However, the contested mark does not contain the merging of the letters 'H' and 'P' which is present in the earlier mark; that, therefore, is a point of visual difference, but not a striking one. The other elements of the earlier

mark (the 'G' element and the word 'PROPERTIES') are absent from the contested mark which creates further points of visual difference. Despite those differences, I find a medium degree of visual similarity between the marks.

21) Aurally, the 'Growthpoint' element of the earlier mark is identical to the contested mark (as conceded by the holder[7]). A point of difference arises between the marks owing to the word 'PROPERTIES' that will be vocalised in the earlier mark, but not in the contested mark. The holder also contends that the 'G' element of the earlier mark is likely to be vocalised. I consider this to be unlikely. In my view, the aural comparison is between 'Growthpoint' on the one hand and 'Growthpoint properties' on the other. On that basis, there is a medium degree of aural similarity between the marks. However, even if the average consumer were to vocalise the letter 'G', thus creating one extra syllable of difference at the end of the marks, I find that the marks would, nevertheless, still have around a medium degree of aural similarity overall.

22) Conceptually, the marks coincide in respect of the concept evoked by the identical word, 'Growthpoint'. Given that the concept of 'properties' is likely to be perceived as descriptive of some aspect of the earlier services, it does little to differentiate the marks form a conceptual perspective. The 'G' element at the end of the earlier mark is unlikely to evoke any particular meaning, beyond that of the letter 'G'. Overall, there is a high degree of conceptual similarity between the marks.

Distinctive character of the earlier mark

23) The distinctive character of the earlier mark must be considered. The more distinctive it is, either by inherent nature or by use, the greater the likelihood of confusion (*Sabel BV v Puma AG*). In *Lloyd Schuhfabrik Meyer & Co. GmbH* v *Klijsen Handel BV,* Case C-342/97 the CJEU stated that:

> "22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the

[7] Written submissions of 17 February 2023, p.3

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 *WindsurfingChiemsee* 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)."

As I have no evidence before me to show that the earlier mark's distinctiveness may have been enhanced through use, I have only its inherent degree of distinctiveness to consider. As regards the 'GrowthPoint' element, it is not obvious to me, and there is no evidence before me to suggest, that that part of the mark has any descriptive qualities in relation to the earlier services. It does, however, allude, in my view, to financial/business growth. In my view, the distinctiveness of that element is below normal (but not low) in relation to the relevant services. I do not consider that the merging of the two letters within the middle of that element elevates that degree of distinctiveness. The word 'properties' is likely to be perceived as descriptive of some aspect of the earlier services and therefore does little, if anything, to contribute to the distinctiveness of the earlier mark. The 'G' element is distinctive, but not particularly so. I find that the mark, as a whole, has a normal level of distinctiveness. However, I bear in mind, that it is the distinctiveness of the common element between the marks

which is of key importance in assessing the likelihood of confusion[8], and the distinctiveness of that element is, as stated above, below normal, but not low.

Likelihood of confusion

24) 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 services 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).*

25) I have found the respective services to be highly similar. The marks are visually similar to a medium degree, aurally similar to a medium/around medium degree and conceptually highly similar. The opponent's mark, as a whole, has a normal level of distinctiveness. However, the element of the earlier mark which is similar to the contested mark has a below-normal (but not low) degree of inherent distinctiveness. Weighing all of these factors, and reminding myself of the high degree of attention that is likely to be paid, I find that the relevant average consumer is unlikely to mistake one mark for the other during a mainly visual purchase. There is no likelihood of direct confusion.

26) I will now consider the likelihood of indirect confusion. In this connection, I bear in mind that in *L.A. Sugar Limited v By Back Beat Inc*, Case BL O/375/10 (*L.A. Sugar),* Mr Iain Purvis Q.C. (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

[8] In *Kurt Geiger v A-List Corporate Limited*, BL O/075/13, Mr Iain Purvis Q.C. as the Appointed Person pointed out that the level of 'distinctive character' is only likely to increase the likelihood of confusion to the extent that it resides in the element(s) of the marks that are identical or similar.

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)".

27) I also keep in mind that in *Liverpool Gin Distillery Ltd & Ors v Sazerac Brands, LLC & Ors* [2021] EWCA Civ 1207, 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. Furthermore, it is not sufficient that a mark merely calls to mind another mark: *Duebros Limited v Heirler Cenovis GmbH,* BL O/547/17. This is mere association not indirect confusion.

28) I bear in mind that the categories listed above in *L.A. Sugar* are, of course, not an exhaustive list of all the ways in which indirect confusion can occur; they are merely examples of the way in which it tends to occur. In the instant case, I consider that, although the consumer is likely to recall the differences between the marks, they are, nevertheless, likely to believe that the respective services come from the same or linked undertaking(s), owing, in particular, to the high degree of conceptual similarity between the marks and the high degree of similarity between the respective services. I reach this conclusion despite the common element between the marks being of below-normal distinctiveness. The later mark is likely to be perceived as being a brand extension, or variant, of the earlier mark. **The opposition succeeds.**

COSTS

29) As the opponent has been successful, it is entitled to an award of costs. Awards of costs are governed by Tribunal Practice Notice ("TPN") 2 of 2016. Applying the guidance in that TPN, I award costs to the opponent on the following basis:

TM7 (Official filing fee) = £100

Filing the notice of opposition = £200

Filing written submissions = £300

Total: £500

30) I order GrowthPoint Technology Partners LLC to pay Growthpoint Properties Limited the sum of **£600**. This sum is to be paid within twenty-one days of the expiry of the appeal period or, if an appeal is filed, within twenty-one days of the final determination of this case if any such appeal against this decision is unsuccessful.

Dated this 3rd day of October 2023

Beverley Hedley
For the Registrar,
the Comptroller-General

Annex

- **UKTM No: 801478244**

Class 36: Insurance, life assurance and reinsurance services; actuary services; financial evaluation, assessment, valuation, loss adjusting, agency, brokerage, exchange, savings guarantee, security, swapping, deposit, clearing houses and underwriting services; provision of financial reports and analysis all relating to risk management; estimating insurance risks, losses and liabilities; financial planning, financial consultancy services; claims settlement, management and control all relating to insurance claims, investment and investment trust services; asset acquisition and disposal services; real estate affairs, real estate consultancy, investment procurement and valuation services, assessment and management of real estate, providing of real estate and property information and property brokerage services, leasing and renting of real estate, real estate agencies and managers, rental of office space and mortgage banking.

Priority date: 24 December 2018 (Australia)
Filing date: 18 January 2019
Date of entry in the register: 20 December 2019

- **UKTM No: 801477018**

Class 36: Insurance, life assurance and reinsurance services; actuary services; financial evaluation, assessment, valuation, loss adjusting, agency, brokerage, exchange, savings guarantee, security, swapping, deposit, clearing houses and underwriting services; provision of financial reports and analysis all relating to risk management; estimating insurance risks, losses and liabilities; financial planning, financial consultancy services; claims settlement, management and control all relating to insurance claims, investment and investment trust services; asset acquisition and disposal services; real estate affairs, real estate consultancy, investment procurement and valuation services, assessment and management of real estate, providing of real estate and property information and property brokerage services, leasing and renting of real estate, real estate agencies and managers, rental of office space and mortgage banking.

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