O/0940/23

CONSOLIDATED PROCEEDINGS

TRADE MARKS ACT 1994

IN THE MATTER OF TRADE MARK APPLICATIONS
NOS. 3666133 & 3666140
BY MONTGOMERY INVESTMENT CO SA

AND

IN THE MATTER OF THE OPPOSITIONS THERETO
UNDER NOS. 428707 & 428708
BY IVALUA SAS

BACKGROUND AND PLEADINGS

1. On 8 July 2021, Montgomery Investment Co SA ("the applicant") applied to register **iValue Solutions** ("the contested word mark") as a trade mark in the United Kingdom in respect of the following services:

> *Class 35*
>
> *Consulting for companies to reduce cost in procurement; procurement services for other business to purchase goods and services; arranging of commercial and business contacts; Online commercial transactions, namely arranging of contracts, for others, for the purchase and sale of goods and services on the internet; Arranging commercial transactions, for others, via online shops; Order placement, order delivery and invoicing for orders for goods and services; arranging contracts for others in respect of business expense goods and services; Advertising.*
>
> *Class 42*
>
> *Procurement solution for companies, to procure services and products at negotiated price levels via a digital B2B platform; Cloud hosting provider services; Hosting services and software as a service and rental of software; Intermediary services concerning e-business solutions.*

2. On the same day, the applicant also applied to register the following series of marks ("the contested figurative mark"):

The specification is as follows:

> *Class 35*
>
> *Consulting for companies to reduce cost in procurement; procurement services for other business to purchase goods and services; arranging of commercial and business contacts; Online commercial transactions, namely arranging of*

contracts, for others, for the purchase and sale of goods and services on the internet; Arranging commercial transactions, for others, via online shops; Order placement, order delivery and invoicing for orders for goods and services; arranging contracts for other in respect of business expense goods and services; Procurement solution for companies, to procure services and products at negotiated price levels via a digital B2B platform; Advertising; Intermediary services concerning e-business solutions.

Class 42

Cloud hosting provider services; Hosting services and software as a service and rental of software.

2. On 2 December 2021, the applications were opposed by Ivalua SAS ("the opponent"). The oppositions are based on sections 5(2)(b) and 5(3) of the Trade Marks Act 1994 ("the Act") and concern all the applied-for services. In both oppositions, the opponent is relying on the following UK Trade Marks ("UKTMs"), the specifications for which can be found in the Annex to this decision:

Mark	**Dates**
UKTM No. 915220411 ("the 411 mark") IVALUA	Application date: 15 March 2016. Priority date: 16 February 2016.[1] Registration date: 21 July 2016.
UKTM No. 918072617 ("the 617 mark") IVALUA BUYER	Application date: 27 May 2019. Registration date: 11 September 2019.
UKTM No. 915969471 ("the 471 mark") IVALUA VALUE BEYOND SAVINGS	Application date: 25 October 2016. Priority date :26 April 2016.[2] Registration date: 27 February 2017.

[1] Priority is claimed from French Trade Mark No. 4249726.
[2] Priority claimed from US Trademark No. 87014133

Mark	Dates
UKTM No. 909300575 (“the 575 mark”) Colour claimed: Light grey, dark grey, orange	Application date: 6 August 2010. Registration date: 16 April 2011.

3. The marks listed above qualify as earlier trade marks under section 6(1) of the Act by virtue of their earlier filing or priority dates. As the 411, 617 and 471 marks were all registered less than five years before the application dates of the contested marks, the opponent is not required to show that it has used them and so may rely on all the goods and services for which they are registered. The 575 mark was registered more than five years before the application dates of the contested marks and the opponent has stated that it has used it for all the goods and services relied on.

4. Under section 5(2)(b), the opponent claims that the marks are highly similar and that the contested services are either identical or highly similar to goods or services covered by the earlier marks. Consequently, it claims that there exists a likelihood of confusion on the part of the relevant public in the UK.

5. Under section 5(3), the opponent claims that it has used its earlier marks since 2000 and has acquired a widespread reputation within the procurement solutions industry and with the relevant public in the UK, such that use of the contested signs would bring to mind the earlier marks. It claims that damage would occur in the following ways:

- The applicant would benefit from the attractiveness of the opponent’s earlier marks and the relevant public might mistakenly assume that the services offered by the applicant are associated with those of the opponent, and of the same quality. Therefore, the applicant would obtain an unfair advantage by virtue of association with the attractiveness of the earlier marks and/or through capitalising on the opponent’s investment in its marks without having to make the same investment in advertising or other marketing; and/or

- If the quality of the applicant's services were poor, this could be detrimental to the reputation of the earlier marks.

6. The applicant filed defences and counterstatements and put the opponent to proof of use of the 575 mark. It did not deny some similarity between the services in Classes 35 and 42 but it claimed that the opponent did not have exclusive rights in the word "VALUE", as a search of the UK Trade Mark Register in Classes 35 and 42 for marks containing that word returned over 500 results. It also did not have exclusive rights in the prefix "i" which is commonly associated with the internet. The applicant also noted that none of the earlier marks was listed in the examination report and that the services at issue were targeted to *"well informed, observant and circumspect business clients who are discerning when contracting the services of the applicant."*[3] The applicant submits that *"the differences between the two marks distinguish the marks from one another, such that there is no likelihood of confusion"*.[4]

7. The matter came to be heard before me by video link on 3 May 2023. The opponent was represented by Julius Stobbs of Stobbs. The applicant, who did not attend the hearing, has been represented by Alpha & Omega.

EVIDENCE

8. The opponent's evidence comes from David Khuat-Duy, the Founder and CEO of Ivalua SA. His witness statement is dated 6 September 2022 and is accompanied by 12 exhibits. It goes to the use made of the 575 mark and the claims to reputation.

9. The applicant filed no evidence or written submissions during the evidence rounds, but filed written submissions in lieu of attendance at the hearing on 28 April 2023.

[3] Paragraph 8.
[4] Paragraph 5.

PRELIMINARY ISSUES

10. Mr Stobbs raised a number of issues concerning the applicant's pleadings. The most significant of these is the question of the defence (or otherwise) of the section 5(3) ground. In his skeleton argument, Mr Stobbs said that the applicant:

> "… does not deny that the Opponent benefits from a reputation in its marks and it does not deny that the Applicant would gain an unfair advantage or that the Opponent would suffer detriment to the distinctive character or repute of its marks. The Applicant does not plead that it has due cause to use the contested signs either. The implication is that the ground of Opposition under Section 5(3) of the Act is admitted."[5]

11. I agree with Mr Stobbs that the counterstatements do not contain any denials of the section 5(3) ground, either in specific terms or under a blanket denial of all the claims made by the opponent. Turning to the written submissions made by the applicant in lieu of attendance at the hearing, I note that in paragraph 6 there is a reference to the fact that the opposition is based on section 5(3), as well as section 5(2)(b), of the Act. At the hearing, Mr Stobbs submitted that there are no further references to section 5(3).[6] However, tucked away in paragraph 8 of these submissions is a brief reference that I have highlighted below:

> "The applicant filed a counterstatement, denying the grounds of opposition. The applicant submits that the opponent does not have exclusive rights in the word VALUE for the services for which registration is sought. The applicant admits that there is some similarity between the specification of the services, but denies that the opponent has exclusive rights in respect of the similar services. However, the applicant disputes that the competing marks are similar and that there is a likelihood of confusion. Moreover, the applicant denies that a link would be made between the competing marks by consumers and that damage would occur. The applicant submits that the

[5] Skeleton argument, paragraph 5.8.
[6] Transcript, page 5.

differences between that of the applicant and that of the opponent distinguish the marks from one another, such that there is no likelihood of confusion."

12. In my view, the highlighted sentence represents a submission on the section 5(3) ground, notwithstanding the fact that it appears in a paragraph that is otherwise addressed to the opponent's claim under section 5(2)(b).

13. The need for pleadings to be fully particularised was emphasised by Mr Phillip Johnson, sitting as the Appointed Person, in *SkyClub Trade Mark*, BL O/044/21, paragraphs 23-28. He quoted Lord Hoffmann's statement in *Barclays Bank Plc v Boulter* [1999] 1 WLR 1919 at [1923]:

> "The purpose of the pleadings is to define the issues and give the other party fair notice of the case which he has to meet."[7]

14. Tribunal Practice Notice ("TPN") 4/2000 contains the following guidance on the content of counterstatements:

> "19. A defence should comment on the facts set out in the statement of case and should state which of the grounds are admitted or denied and those which the applicant is unable to admit or deny but which he requires the opponent to prove.
>
> 20. The counter-statement should set out the reasons for denying a particular allegation and if necessary the facts on which they will rely in their defence. For example, if the party filing the counter-statement wishes to refer to prior registrations in support of their application then, as above, full details of those registrations should be provided."

15. In *SkyClub*, Mr Johnson explained that, while it would be possible to file an adequately particularised notice of opposition by completing the boxes on Form TM7,

[7] Quoted at paragraph 26.

the same could not be said for the defence and Form TM8. Consequently, it would be wrong for me to proceed as if the section 5(3) claim is denied.

16. Section 4.1 of the Tribunal Work Manual deals with the amendment of pleadings. It reads as follows:

> "As parties will, at first instance, be expected to file focused statements of case and counter-statements, the Tribunal will consider requests to amend these documents later in the proceedings. Amendments may include:
>
> - adding or removing a ground of opposition/revocation/invalidity;
>
> - adding or removing an earlier mark or right;
>
> or
>
> - correcting, clarifying or supplementing information contained therein.
>
> If an amendment becomes necessary parties should seek leave to make the amendment at the earliest opportunity. When seeking leave to amend, full details of the amendment together with the reasons for the amendment should be submitted.
>
> Whilst each request to amend will be considered on its merits, the Tribunal will aim to give favourable consideration to such requests on the basis that it is likely to avoid a multiplicity of proceedings and thus help resolve the dispute between the parties more quickly and at less cost. Whether to allow the amendment is a matter of discretion. In making its decision the Tribunal will consider, in particular, any inconvenience or prejudice suffered by the other side, and whether the party seeking amendment could reasonably have been expected to have fully particularised their case at an earlier stage. In other words, a party seeking amendment will have to dispel any suspicion of abuse of process.

> If the amendment requires the other party to file an amended counter-statement or additional evidence, an award of costs to cover this may be made."

17. The applicant has not sought to amend its pleadings, even following receipt of the opponent's skeleton argument in which the issue was raised. It would be open to me to invite the applicant to apply to amend its pleadings, under Rule 62(1) of the Trade Marks Rules, SI 2008 No. 1797. However, I am conscious that the opponent's submissions on section 5(3) are relatively brief, as they are based on the opponent's primary position that the opposition under this section has not been denied. It is possible that they would seek to make additional submissions, or even file further evidence. This would result in further delay and a likelihood of increased costs to both parties. I shall therefore proceed to consider the section 5(2)(b) claim before returning to the issue of the section 5(3) ground.

18. I can deal more briefly with Mr Stobbs' remaining points on the pleadings. He draws my attention to the applicant's comments that none of the earlier rights that the opponent relies on were drawn to its attention as part of the examination process undergone by the contested marks. It submits that: *"The UKIPO did not consider that the opponent's earlier rights were confusingly similar to the applicant's"*.[8] The inclusion of earlier rights from an examination report is not determinative of a likelihood of confusion, nor should their absence be taken as an indication that confusion is unlikely to arise. I must consider the opponent's case on its merits.

19. The applicant further claims that a search of the UK Trade Mark Register reveals that there are over 500 registrations for marks containing the word "VALUE" in Classes 35 or 42. Such "state of the register" evidence is of limited probative worth, as it gives no indication of the state of the market: see *Zero Industry Srl v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)*, Case T-400/06, paragraph 73.[9] I shall say no more about it.

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[8] Written submissions in lieu of attendance at the hearing, paragraph 10.

[9] 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 Trade Marks Act relied on in these proceedings are derived from an EU Directive. This is why this decision continues to refer to the trade mark case-law of EU courts, although the UK has left the EU.

20. Mr Stobbs also invites me to find that the comments that that applicant has made in its counterstatement relating to the meaning of the prefix “i" are inadmissible. The applicant states that:

> “The prefix ‘i' is commonly associated with the internet and products and services which utilise the internet, for example by the BBC for their ‘iPlayer’, by Google for their former iGoogle service and especially by Apple Inc. for the iMac line of computers, iMessage, iPod, iPad, iPhone, iTunes and iCloud products and services, just to name a few. Thus, it is submitted that the opponent does not have exclusive rights in the prefix ‘i’.”[10]

21. Mr Stobbs submits that these comments constitute evidence and that the counterstatement is not the appropriate vehicle by which to introduce evidence. However, Form TM8 does require the person filing the form to declare that they believe the facts stated in the notice of defence and counterstatement to be true. I find that the comments are not inadmissible and I will decide what weight to give them in due course.

22. I shall deal with the rest of the points raised by Mr Stobbs in paragraph 5 of his skeleton argument at the appropriate point in my decision.

DECISION

Section 5(2)(b)

23. Section 5(2) of the Act is as follows:

> “A trade mark shall not be registered if because–
>
> …

[10] Counter-statement, paragraph 4.

(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."

24. Mr Stobbs considered that the 411 mark represented his client's best case under this ground, although he stressed that the opponent did not abandon any of its claims. I shall therefore proceed with this ground on the basis of that particular mark, returning to any of the others should that prove necessary. I remind myself that the 411 mark is not subject to proof of use.

25. In considering the opposition under this section, I am guided by the following principles, gleaned from the decisions of the Court of Justice of the EU ("CJEU") in *SABEL BV v Puma AG* (Case C-251/95), *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc* (Case C-39/97), *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel BV* (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-334/05 P) and *Bimbo SA v OHIM* (Case C-519/12 P):

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. The average consumer is deemed to be reasonably well informed and reasonably circumspect and observant, but someone who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them they have kept in their mind, and whose attention varies according to the category of goods or services in question;

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

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

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

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

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

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

i) mere association, in the strict sense that the later mark brings 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; and

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

Comparison of goods and services

26. It is settled case law that I must make my comparison of the goods and services on the basis of all relevant factors. These may include the nature of the goods and services, their purpose, their users and method of use, the trade channels through which they reach the market, and whether they are in competition with each other or are complementary: see *Canon*, paragraph 23, and *British Sugar Plc v James Robertson & Sons Limited (TREAT Trade Mark)* [1996] RPC 281 at [296]. Goods and services are complementary when

> "… 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."[11]

27. The goods and services to be compared are shown in the table below:

Contested services	**Earlier goods and services**
	Class 9 *Computer software; Computer software for management and administration including server software; Computer network management software; Software for synchronising servers and/or computer units and/or remote electronic units; Software for backing up, storing, restoring and recovering data and files; Interface software; Recorded computer programs; Downloadable computer programs and applications; Programs and applications recorded on computer media; computer software development programmes; Electronic datarooms; Computer software and applications; Computer software in*

[11] *Boston Scientific Ltd v OHIM*, Case T-325/06, paragraph 82.

Contested services	Earlier goods and services
	connection with exchanges between purchasers and suppliers for the optimisation of procurement and financing processes; Computer software in connection with interaction between purchasers and suppliers; Computer software enabling strategic control of the purchasing activity of businesses; Computer software enabling the management of purchasing, ordering and procurement processes for businesses; Computer software enabling the evaluation of performance, management of invoices, creation and management of expenditure reports, management of suppliers for businesses.
Class 35 *Consulting for companies to reduce cost in procurement; procurement services for other business to purchase goods and services; arranging of commercial and business contacts; Online commercial transactions, namely arranging of contracts, for others, for the purchase and sale of goods and services on the internet; Arranging commercial transactions, for others, via online shops; Order placement, order delivery and invoicing for others for goods and services; arranging contracts for others in respect of business expense goods and services; Advertising.* (Figurative mark only) *Procurement solution for companies, to procure services and products at*	*Class 35* *Consultancy in connection with the control of information technology projects; Computerised file management; Compilation of information into computer databases, recording, backing up, recovery, transcription, composition, collection and systematisation of information into computer databases; Computerised file management; Data searches in computer files (for others); Updating databases; Business management; Business administration; Office functions; Accounting; Business management and organization consultancy; Assistance in management of business activities; Providing of assistance to industrial or commercial companies in the conduct of their business, Namely in the control of projects*

Contested services	Earlier goods and services
negotiated price levels via a digital B2B platform; Intermediary services concerning e-business solutions.	*and relationships between purchasers and suppliers; Consultancy in connection with the control of projects and relationships between purchasers and suppliers; Business management consulting; Project and business management planning; Consultancy, support and assistance for businesses in connection with the management of purchasing, ordering and procurement processes, the management of business relationships with suppliers, the control of accountancy, contracts and invoicing; Public relations services; Document reproduction; Advertising; Online advertising on a computer network; Arranging subscriptions to telecommunications services for others.*
	Class 38 *Telecommunication services; Providing access to on-line computer databases and on-line searchable databases; Organisation of data in a master file; Exchange and transmission of data and information contained in databases and image banks, in chip cards, USB flash drives, mobile telephones or tablets; Electronic transfer of information; Telecommunications consultancy; Information about telecommunications; Leasing access time to a worldwide computer network; Providing access to a computer network or a data transmission network, in particular a global communications network (the internet*

Contested services	Earlier goods and services
	and/or an extranet) or a private or restricted-access network (an intranet).
Class 42 *Cloud hosting provider services; Hosting services and software as a service and rental of software.* (Word mark only) *Procurement solution for companies to procure services and products at negotiated price levels via a digital B2B platform; Intermediary services concerning e-business solutions.*	*Class 42* *Design, development, maintenance and updating of computer software and applications; Consultancy relating to computer software and applications; Research and development services; Information technology consultancy services; Conversion of data or computer programs from a physical medium to an electronic medium; Data conversion of computer programs and data [not physical conversion]; Cloud computing; Software as a service [SaaS] for use in project governance; Providing computer software; Application service provision; Providing of computer software and applications enabling exchanges between purchasers and suppliers for the optimisation of purchasing, procurement and financing processes, for the evaluation of performance, management of invoices and contracts, creation and management of expenditure reports, and management of suppliers in the control of their projects and relationships between purchasers and suppliers; Computers services; Electronic data storage; providing on-line computer databases and on-line searchable databases.*

Class 35

28. The term *Advertising* appears in the specifications of the contested marks and the 411 mark.

29. Mr Stobbs characterised the remaining Class 35 services as being procurement services. I understand that procurement means the acquisition of goods and services by an organisation and this would involve the sourcing of those goods and services, negotiating contracts and prices with suppliers, and managing those contracts and the relationships between supplier and purchaser. The contested *Consulting for companies to reduce cost in procurement; Procurement services for other business to purchase goods and services; Online commercial transactions, namely arranging of contracts, for others, for the purchase and sale of goods and services on the internet; Arranging commercial transactions, for others, via online shops; Order placement, order delivery and invoicing for orders for goods and services* are all, in my view, included in the applicant's *Consultancy, support and assistance for businesses in connection with the management of purchasing, ordering and procurement processes, the management of business relationships with suppliers, the control of accountancy, contracts and invoicing*. Where the services of one party are included in a broader category denoted by a term in the other party's specification, these services are considered to be identical: see *Gérard Meric v OHIM*, Case T-133/05, paragraph 29.

30. I shall compare the contested *Arranging of commercial and business contacts* with the opponent's *Providing of assistance to industrial or commercial companies in the conduct of their business, Namely in the control of projects and relationships between purchasers and suppliers*. Helping a business to manage the relationships between purchasers and suppliers is likely, in my view, to involve the arranging of contacts and so I find that these services are identical per *Meric*. However, if I am wrong in this, I consider there to be a high degree of similarity between them.

31. The next term I shall consider is *Arranging contracts for others in respect of business expense goods and services*. I interpret this term to mean acting for other businesses and organisations to arrange contracts with third parties to supply those businesses and organisations with goods and services. I therefore find it identical per *Meric* to the opponent's *Consultancy, support and assistance for businesses in connection with the management of purchasing, ordering and procurement processes, the management of business relationships with suppliers, the control of accountancy, contracts and invoicing*.

Class 42

32. The applicant's *Cloud hosting provider services* is included in the opponent's *Cloud computing* and is therefore identical per *Meric*.

33. The next term is *Hosting services and software as a service and rental of software*. The opponent's *Computers services* is a broad term that would encompass all these services and is *Meric* identical.

Services that appear in either Class 35 or Class 42

34. The following services appear in the Class 35 specification of the contested figurative mark and the Class 42 specification of the contested word mark: *Procurement solution for companies, to procure services and products at negotiated price levels via a digital B2B platform; Intermediary services concerning e-business solutions.*

35. In *Pathway IP Sarl (formerly Regus No. 2 Sarl) v Easygroup Ltd (formerly Easygroup IP Licensing Limited)* [2018] EWHC 3608 (Ch), Carr J considered whether it was appropriate to take the class(es) in which the trade mark was registered into account in revocation or invalidation proceedings when deciding whether a description covered the goods or services shown in the evidence. After considering the judgments of the High Court in the *Omega 1* and *Omega 2* cases,[12] he stated that in his (provisional) view, the class number should be taken into account where the meaning of the disputed term is not otherwise sufficiently clear and precise. In particular the judge stated that where:

> "… the words chosen may be vague or could refer to goods or services in numerous classes, the class may be used as an aid to interpret what the words mean with the overall objective of legal certainty of the specification of goods and services."[13]

[12] [2010] EWHC 1211 (Ch) and [2012] EWHC 3440 (Ch).
[13] Paragraph 94.

36. Where the services appear in Class 35, I consider that they are business assistance services; where they appear in Class 42, they are predominantly information technology services. In Class 35, the *Procurement solution* is, in my view, identical to the opponent's *Consultancy, support and assistance for businesses in connection with the management of purchasing, ordering and procurement processes* and *Intermediary services concerning e-business solutions* is identical to the opponent's *Assistance in management of business activities*. In Class 42, the *Procurement solution* is identical to the opponent's *Providing of computer software and applications enabling exchanges between purchasers and suppliers for the optimisation of purchasing, procurement and financing processes…* and *Intermediary services concerning e-business solutions* is identical to *Information technology consultancy services* per *Meric.*

37. I have therefore found all the contested services to be identical to services in the specification of the opponent's 411 mark.

Average consumer and the purchasing process

38. In *Hearst Holdings Inc & Anor v A.V.E.L.A. Inc & Ors* [2014] EWHC 439 (Ch), Birss J (as he then was) described the average consumer in these terms:

> "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 word 'average' denotes that the person is typical. The term 'average' does not denote some form of numerical mean, mode or median."[14]

39. In its counterstatement, the applicant argues that its services are directed towards *"well-informed, observant and circumspect business clients who are discerning when*

[14] Paragraph 60.

contracting the services of the applicant".[15] Mr Stobbs submitted that this was not an admissible pleading as the "real world" circumstances of the applicant and its business were not relevant. I bear in mind that I must make my decision on the basis of notional fair use of the contested mark in relation to the contested services.

40. Mr Stobbs drew my attention to the paragraph in the applicant's written submissions where it commented that:

> "It is the applicant's view that the differences between the competing marks are likely to be sufficient for the average consumer – even paying a lower level of attention – to distinguish between them and avoid mistaking one for the other, even in respect of similar services."[16]

41. He invited me to take this as an acknowledgement on the part of the applicant that there were at least some circumstances in which the average consumer would be paying a low degree of attention. "Lower", of course, does not necessarily mean "low"; it simply means that it is not as high as some reference point against which I am to make the comparison. The difficulty for the applicant is that it has not provided me with anything on the identity of the average consumer, or the level of attention they would be paying, beyond the submissions discussed above. I shall therefore take the natural meaning of the word "lower" and find that the applicant has accepted that there will be some consumers who will pay a level of attention that is in the lower half of distribution.

42. The average consumer of the services at issue is a business or other organisation that procures goods and services or, in the case of *Advertising*, wishes to promote its own goods or services to potential customers. Mr Stobbs submitted that *"it is perfectly reasonable that a member of the public might engage with a procurement service"*. He explained that:

> "… at its highest level it is a business service, at its lowest level you are asking someone else to procure something for you or you are using a bit of

[15] Paragraph 8.
[16] Paragraph 18.

software to obtain something through an intermediary, an agency relationship." [17]

43. I do not consider that buying goods or services through an intermediary on a more *ad hoc* basis is the same thing as a procurement service. Rather, a procurement service would, as I have noted above, involve sourcing goods and services, negotiating prices and terms, and managing contracts and relationships between suppliers and purchasers. Indeed, Mr Stobbs later in the hearing referred to the services as specialist services.[18] For these reasons, I do not agree that the average consumer may be a member of the general public.

44. The procurement and advertising services in Class 35 and the information technology services in Class 42 could have a significant impact on the operation of the business of the customer, who will purchase the services on an infrequent basis, although I accept that some advertising services may be purchased more often. The price of the services will vary. Again, advertising can be done on a fairly low budget, but the remainder of the services would be more costly. Consequently, I find that some average consumers will pay a relatively high degree of attention during the purchase process, and in my view the group represented by this average consumer would be larger than the group represented by the average consumer paying a lower degree of attention. I shall come back to this point later.

45. The average consumer is likely to purchase the services after viewing websites or promotional material, or receiving recommendations from business advisors or sales representatives. They may also come across them at trade exhibitions or conferences. I find that both visual and aural elements of the mark will be significant.

Comparison of marks

46. It is clear from *SABEL* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various

[17] Transcript, page 15.
[18] *Ibid*, page 17.

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 in *Bimbo* that:

> "… it is necessary to ascertain in each individual case, the overall impression made on the target public by the sign for which the 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."[19]

47. 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.

48. The respective marks are shown below:

Earlier mark	**Contested marks**
IVALUA	iValue Solutions  

[19] Paragraph 34.

49. The earlier mark is a word mark consisting of six letters. In *LA Superquimica v European Union Intellectual Property Office (EUIPO)*, Case T-24/17, the General Court ("GC") held that such plain word marks protected the word or words contained in the mark in whatever form, colour or typeface.[20] The GC has also said that the average consumer will break down marks into verbal elements which suggest a concrete meaning or resemble words known to them: see *Usinor SA v OHIM*, Case T-189/05, paragraph 62. The average consumer will think that "IVALUA" is an invented word, but in my view, there will be at least a significant proportion of consumers who perceive "VALUA" as being related to the word "VALUE", particularly in the light of services related to procurement. The overall impression of this mark lies in the combination of the word "VALUA" with the prefix "I".

The contested word mark

50. This mark consists of two words: "iValue" and "Solutions". As with the earlier mark, it is a word mark and so it is those words that would be protected. I accept that, in the context of the services at issue, the word "solutions" is non-distinctive and so it is the first word, "iValue", that is the dominant and distinctive element of the mark. This will be perceived as the word "Value" with the prefix "i".

51. Although I have found that "iValue" is the dominant and distinctive element of the contested word mark, I cannot ignore the fact that the mark as a whole contains another word. It is only when all other components of a complex mark are negligible, that I can make my comparison solely on the basis of the dominant element, and descriptiveness does not in itself mean that an element is negligible: see *The Stockroom (Kent) Ltd v Purity Wellness Group Ltd (PURITY HEMP COMPANY IMPROVING LIFE AS NATURE INTENDED)*, BL O-115-22, paragraph 31. I note that the initial five letters of the marks are identical and that the average consumer tends to pay more attention to the beginnings of words than to the ends: see *El Corte Inglés, SA v OHIM*, Joined cases T-183/02 and T-184/02, paragraphs 81-83. I find that the marks are visually similar to a medium degree.

[20] Paragraph 39.

52. The earlier and contested marks would be pronounced respectively as “EYE-VAL-YOO-AH” and “EYE-VAL-YOO-SOLL-OO-SHUNS”. The contested word mark has six, as opposed to four, syllables, although the first three of these are identical to the first three in the earlier mark. I find that the marks are aurally similar to no more than a medium degree.

53. The earlier mark will bring the concept of “value” to the mind of the consumer. The opponent submits that there may be some conceptual similarity between the marks for those consumers who perceive the earlier mark as also alluding to “value”. I found that a significant proportion of consumers would do so. For these consumers, the marks are conceptually highly similar, if not identical. For consumers who do not understand the earlier mark in this way, the marks are conceptually dissimilar.

The contested figurative marks

54. The contested figurative marks are a series of two marks, one in black and the other in blue. Nothing turns on the difference in colour and so I shall from now on refer to them in the singular. The verbal element consists of the same letters that are used in the contested word mark, but the first word appears in bold, emphasising it over “Solutions”. To the left of the word is a device. The applicant describes it as *“a downward arrow combined with the letter ‘e’ alluding to the services offered by the applicant hoping to achieve a reduction in expenses”*.[21] The opponent has not made any submissions on how the device would be perceived. I am not persuaded by the applicant’s submissions that the letter “e” would be seen as alluding to expenses. In my view, if they ascribe any meaning to that letter, it would be that the services are delivered digitally, as “e” is a common prefix for such services, with “e-commerce” and “e-mail” being just two examples. The average consumer will pay more attention to the word than to the device, despite its position at the beginning of the mark, as, in principle, the verbal element of a mark is considered to be more distinctive than the figurative: see *Wassen International Ltd v OHIM (SELENIUM-ACE)*, Case T-312/03, paragraph 37. The word “iValue” makes the greatest contribution to the overall

[21] Written submissions, paragraph 15.

impression of the mark, with the device making a lesser contribution and the word "Solutions" an even lower one.

55. The presence of the device is a point of difference between the applicant's marks that moves the figurative marks further away from the earlier mark. I find the degree of visual similarity to be between low and medium.

56. I agree with Mr Stobbs that the letter "e" in the device would not be articulated by the average consumer. Consequently, the level of aural similarity between the marks would be the same as for the contested work mark, i.e. no more than medium.

57. The arrow in the device points south-east and in the context of procurement services I consider that it would bring to mind the idea of reducing costs, with, as I have already mentioned, the letter "e" denoting digital services. The conceptual content of the device is therefore very close to, if the not the same as, the conceptual content of the verbal element. I find the marks to be conceptually at least highly similar for the proportion of consumers who identify the earlier mark as alluding to "value".

Distinctive character of the earlier mark

58. 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 Alternberger* [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)."

59. Registered trade marks possess varying degrees of inherent distinctive character. Marks that are suggestive of, or allude to, a characteristic of the goods or services would sit at the lower end of a spectrum of distinctiveness, while those marks that are invented words with no allusive qualities would sit towards the top.

60. Mr Stobbs submitted that the 411 mark is inherently distinctive to at least a medium degree. The mark is an invented word which alludes to the concept of "value", a desirable quality that is sought when using the procurement services. The effect of the invented nature of the word is to raise the inherent distinctiveness of the mark from what would have been a low level to a medium one. In the case of the services that are not associated with procurement, such as *Advertising*, the level of inherent distinctiveness would be higher, as the mark would not be allusive.

61. Mr Stobbs also submitted that the 411 mark enjoyed an enhanced level of distinctive character as a result of the use that has been made of it. In his evidence, Mr Khuat-Duy states that the mark has been used in the UK since 2013 for procurement software solutions. Annual revenue is shown in the table below:[22]

Year	**Approximate Annual Revenue**
2013	Between £40,000 and £60,000
2014	Between £220,000 and £250,000
2015	Between £230,000 and £260,000
2016	Between £380,000 and £400,000

[22] Witness statement, paragraph 13.

Year	Approximate Annual Revenue
2017	Between £500,000 and £530,000
2018	Between £250,000 and £300,000
2019	Between £820,000 and £850,000
2020	Between £2,500,000 and £2,800,000
2021	Between £3,500,000 and £3,800,000

62. With the exception of the figures for 2018, the table shows a business growing initially at a steady pace, with significant increases in 2019, 2020 and 2021. The figures are supported by a collection of 36 sample invoices showing sales to UK customers.[23] The earliest of these is dated 29 April 2015 and the latest 28 June 2021. The items invoiced include Software as a Service (SaaS) charges, quarterly fees and service packages.

63. These are specialist services and Mr Khuat-Duy explains that they are marketed through events such as the Procurement Excellence Awards and Finance and Procurement Leaders Conference, as well as events created and hosted by the opponent. Exhibit DK8 contains details of activities undertaken in 2022. These include dinners, roundtable events and webinars, as well as an event titled “Finance & Procurement Transformation 2022”. It is acknowledged that these fall after the relevant date for these proceedings, but Mr Khuat-Duy states that these are representative of the types of events that have been held over the five years up to the relevant date. This evidence is unchallenged and is not obviously incredible. I therefore accept it. The table below shows approximate UK marketing expenditure:[24]

Year	Approximate Annual Expenditure
2018	Between £110,000 and £140,000
2019	Between £150,000 and £180,000
2020	Between £180,000 and £220,000
2021	Between £250,000 and £280,000

[23] Exhibit DK7.
[24] Witness statement, paragraph 15.

64. The 411 mark is shown in use on the opponent's website, dated screenshots from which can be found in Exhibit DK13. The image below is dated 28 January 2016 and is taken from the UK-facing site.[25] Both the 411 and the 575 marks are shown.

65. Mr Khuat-Duy states that the opponent also uses various social media accounts to promote its activities. He supplies printouts from LinkedIn, Twitter (now X) and YouTube.[26] Followers or subscribers were 69,715, 2,237 and 530 respectively at 2 September 2022. The numbers at the relevant date are not given and it is not clear how many of these were located in the UK, which is the territory that needs to be considered for the purposes of an assessment of enhanced distinctiveness.

66. Exhibit DK11 contains examples of press coverage featuring the opponent from general titles such as *Financial Times* and more specialist, IT- and procurement-focused publications and websites. The exhibit begins with a 70-page list of over 1000 articles published between 2016 and 2022 that mention IVALUA. Not all of these are focused on the UK and a large number are listed as having a low impact, although the reasons for this assessment are not given. Also included is a report prepared by a communications company, Spark Ltd, giving highlights of UK press coverage between

[25] Page 271.
[26] Exhibit DK9.

April and June 2020.[27] It states that 41 pieces of press coverage were secured during this period in business-focused titles such as *New Statesman Tech*, and in more specialist IT and supply chain media. It is followed by a series of charts showing the "share of voice" secured by Ivalua vis-à-vis its competitors in the UK. It enjoyed 5% in 2015, 9% in 2017, 12% in 2018, 20% in 2019, 25% in 2020, 22% in 2021.[28]

67. There are no figures on the size of the market, but I have accepted they are specialist services. I can see that UK revenue has risen significantly in the two to three years running up to the relevant date, as has the share of media coverage. I am satisfied that the distinctiveness of the 411 mark has been moderately enhanced to a level between medium and high for the following services in Class 42 in so far as they relate to software solutions for procurement: *Cloud computing; Computers service; Providing of computer software and applications enabling exchanges between purchasers and suppliers for the optimisation of purchasing, procurement and financing processes.* The inherent distinctiveness of the 411 mark has not been enhanced for the remaining services.

Global assessment of the likelihood of confusion

68. There is no arithmetical formula to apply in determining whether there is a likelihood of confusion. It is a global assessment where a number of factors need to be borne in mind. I must also take account of the interdependency principle, i.e. that a lesser degree of similarity between the respective trade marks may be offset by a greater degree of similarity between the respective goods or services or vice versa. I keep in mind that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely upon the imperfect picture of them they have in their mind.

69. There are two types of confusion: direct and indirect. In *L.A. Sugar Limited v Back Beat Inc*, BL O/375/10, Mr Iain Purvis QC, sitting as the Appointed Person, explained that:

[27] Pages 243-247.
[28] Pages 249-254.

“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 recognised 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).”

70. In *Liverpool Gin Distillery Limited & Ors v Sazerac Brands, LLC & Ors* [2021] EWCA Civ 1207, Arnold LJ commented that:

> "This is a helpful explanation of the concept of indirect confusion, which has frequently been cited subsequently, but as Mr Purvis made clear it was not intended to be an exhaustive definition."[29]

71. He also said:

> "As James Mellor QC sitting as the Appointed Person pointed out in *Cheeky Italian Ltd v Sutaria* (O/291/16) at [16] 'a finding of likelihood of indirect confusion is not a consolation prize for those who fail to establish a likelihood of direct confusion'. Mr Mellor went on to say that, if there is no likelihood of direct confusion, 'one needs a reasonably special set of circumstances for a finding of a likelihood of indirect confusion'. I would prefer to say that there must be a proper basis for concluding that there is a likelihood of indirect confusion given that there is no likelihood of direct confusion."[30]

72. Earlier in my decision, I found that:

- The contested services are identical to services in the specification of the 411 mark;
- The average consumer would pay a relatively high degree of attention during the purchasing process;
- The purchasing process would be both visual and aural;
- "iValue" is the dominant and distinctive element of both contested marks;
- The contested word mark is similar to the 411 mark to a medium degree visually and to no more than a medium degree aurally. For the significant proportion of consumers who perceive the earlier mark as alluding to value, the marks are conceptually identical or similar to a high degree;

[29] Paragraph 12.
[30] Paragraph 13.

- The contested figurative mark is similar to the 411 mark to a low to medium degree visually and to no more than a medium degree aurally. For the significant proportion of consumers who perceive the earlier mark as alluding to value, the marks are conceptually similar to at least a high degree;
- The inherent distinctive character of the earlier mark is low to medium for services related to procurement. Where these services consist of the provision of software solutions for procurement, the inherent distinctiveness has been enhanced to a level between medium and high; and
- For the remaining services, in particular *Advertising*, the inherent distinctiveness of the earlier mark is higher, and this has not been enhanced through use.

73. At several points in the above summary, I have referred to "a significant proportion of consumers". In *Comic Enterprises Ltd v Twentieth Century Fox Film Corporation* [2016] EWCA Civ 1403, Kitchin LJ (as he then was) held that it was not necessary for all consumers to be likely to be confused. He concluded that, if a significant proportion of the relevant public were likely to be confused such as to warrant the intervention of the court, then that court may properly find that a trade mark or marks had been infringed: see paragraph 34 of that judgment. The same applies by analogy in opposition proceedings before this Tribunal.

74. I agree with Mr Stobbs that the average consumer is unlikely to pay much attention to the word "Solutions" in the contested marks, given its lack of distinctiveness for services. In the case before me, I consider that the principles of imperfect recollection and interdependency are particularly important. Even where the average consumer is paying a higher than average degree of attention, they are not immune from imperfect recollection. A significant proportion of them would latch on to the same conceptual hook in both marks. Given the identity of the services, it is my view that they would mistake one mark for the other and be directly confused. It is also my view that this group is significant enough for me to conclude that the section 5(2)(b) ground is wholly successful in both oppositions.

75. The oppositions succeed under section 5(2)(b) on the basis of the 411 mark and so there is no need for me to consider the other earlier marks.

Section 5(3)

76. Section 5(3) of the Act is as follows:

> "A trade mark which–
>
> (a) is identical with or similar to an earlier trade mark,
>
> […]
>
> shall not be registered if, or to the extent that, the earlier trade mark has a reputation in the United Kingdom and the use of the later mark without due cause would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trade mark."

77. The conditions of section 5(3) are cumulative. First, the marks at issue must be identical or similar. Secondly, the opponent must satisfy me that the earlier mark has achieved a level of knowledge/reputation amongst a significant part of the relevant public. Thirdly, it must be established that the level of reputation and the similarities between the marks will cause the public to make a link between them, in the sense of the earlier mark being brought to mind by the application. Fourthly, assuming that the first three conditions have been met, section 5(3) requires that one or more of the three types of damage claimed will occur. It is unnecessary for the purposes of section 5(3) that the goods/services be similar, although the relative distance between them is one of the factors which must be assessed in deciding whether the public will make a link between the marks.

78. I return now to the issue with the pleadings. As the oppositions have been wholly successful under section 5(2)(b), I shall not be inviting the applicant to make an application to amend its pleadings. I will explain why I have come to this decision.

79. The only information I have that might suggest that the applicant in fact intended to defend the opponent's claim under this section is the sentence in paragraph 8 of its written submissions in lieu of a hearing that I have already quoted above in paragraph 11 of this decision: *"Moreover, the applicant denies that a link would be made between the competing marks by consumers and that damage would occur."* At no point does the applicant make any submissions that suggest that it disputes the opponent's claims to reputation in the earlier marks. I am aware that I have the powers under Rule 62(1) of the Rules to ask for clarification of a party's position, but in my view to ask at this late stage for clarification on the specific point of reputation would be going beyond these powers and in effect be helping one party over the other. In *SKYCLUB*, the situation was different, as the applicant had come to the first instance hearing ready to make submissions on the points that had been inadequately defended and so it would have been reasonable to infer that it had wished to put those points at issue. In the matter before me, nothing at all has been said at any point by the applicant on the subject of reputation. It would have been open to the applicant to apply to amend the pleadings on receipt of Mr Stobbs's skeleton argument which clearly set out his view that the section 5(3) claim was admitted. It did not do so.

80. There is, in my view, more scope to argue that the applicant's position is that the marks are not similar enough to give rise to a link that would cause damage. However, on the basis that it is not disputed that the earlier marks have a reputation and given my findings on section 5(2)(b), I would have found a likelihood of confusion under section 5(3), which automatically gives rise to a link and would give the applicant an unfair advantage. I therefore consider that an amendment to the pleadings to put link and damage in issue would not materially affect the outcome of these proceedings.

81. I deem that the opponent's claims under section 5(3) have been admitted and so the oppositions succeed under this ground.

OUTCOME

82. The oppositions are successful and Applications Nos. 3666133 and 3666140 are refused registration.

COSTS

83. The opponent has been successful in these oppositions and is entitled to a contribution towards the costs of these proceedings in line with the scale set out in Tribunal Practice Notice 2/2016. In the circumstances, I award the opponent £2700 which has been calculated as follows:

Preparing statements and considering the other side's statements: £500
Preparing evidence: £1000
Preparing for and attending a hearing: £800
Official fees (x 2): £400
TOTAL: £2700

84. I therefore order Montgomery Investment Co SA to pay Ivalua SAS the sum of £2700. This sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 4th day of October 2023

Clare Boucher,
For the Registrar,
Comptroller-General

ANNEX: SPECIFICATIONS OF THE EARLIER MARKS

UKTM No. 915220411

Class 9

Computer software; Computer software for management and administration including server software; Computer network management software; Software for synchronising servers and/or computer units and/or remote electronic units; Software for backing up, storing, restoring and recovering data and files; Interface software; Recorded computer programs; Downloadable computer programs and applications; Programs and applications recorded on computer media; computer software development programmes; Electronic datarooms; Computer software and applications; Computer software in connection with exchanges between purchasers and suppliers for the optimisation of procurement and financing processes; Computer software in connection with interaction between purchasers and suppliers; Computer software enabling strategic control of the purchasing activity of businesses; Computer software enabling the management of purchasing, ordering and procurement processes for businesses; Computer software enabling the evaluation of performance, management of invoices, creation and management of expenditure reports, management of suppliers for businesses.

Class 35

Consultancy in connection with the control of information technology projects; Computerised file management; Compilation of information into computer databases, recording. backing up, recovery, transcription, composition, collection and systematisation of information into computer databases; Computerised file management; Data searches in computer files (for others); Updating databases; Business management; Business administration; Office functions; Accounting; Business management and organization consultancy; Assistance in management of business activities; Providing of assistance to industrial or commercial companies in the conduct of their business, Namely in the control of projects and relationships between purchasers and suppliers; Consultancy in connection with the control of projects and relationships between purchasers and suppliers; Business management consulting; Project and business management planning; Consultancy, support and

assistance for businesses in connection with the management of purchasing, ordering and procurement processes, the management of business relationships with suppliers, the control of accountancy, contracts and invoicing; Public relations services; Document reproduction; Advertising; Online advertising on a computer network; Arranging subscriptions to telecommunications services for others.

Class 38

Telecommunication services; Providing access to on-line computer databases and on-line searchable databases; Organisation of data in a master file; Exchange and transmission of data and information contained in databases and image banks, in chip cards, USB flash drives, mobile telephones or tablets; Electronic transfer of information; Telecommunications consultancy; Information about telecommunications; Leasing access time to a worldwide computer network; Providing access to a computer network or a data transmission network, in particular a global communications network (the internet and/or an extranet) or a private or restricted-access network (an intranet).

Class 42

Design, development, maintenance and updating of computer software and applications; Consultancy relating to computer software and applications; Research and development services; Information technology consultancy services; Conversion of data or computer programs from a physical medium to an electronic medium; Data conversion of computer programs and data [not physical conversion]; Cloud computing; Software as a service [SaaS] for use in project governance; Providing computer software; Application service provision; Providing of computer software and applications enabling exchanges between purchasers and suppliers for the optimisation of purchasing, procurement and financing processes, for the evaluation of performance, management of invoices and contracts, creation and management of expenditure reports, and management of suppliers in the control of their projects and relationships between purchasers and suppliers; Computers services; Electronic data storage; providing on-line computer databases and on-line searchable databases.

UKTM No. 918072617

Class 35

Advertising; Business management; Business administration; Office functions; Direct meal advertising; Arranging newspaper subscriptions for others; Business management and organization consultancy; Accounting; Document reproduction; Employment agencies; Computerized file management; Organization of exhibitions for commercial or advertising purposes; On-line advertising on a computer network; Rental of advertising time on communication media; Publication of publicity texts; Rental of advertising space; Dissemination of advertising matter; Public relations services.

Class 38

Telecommunications; Information about telecommunication; Communications by computer terminals or by fibre optic networks; Radio or telephone communications; communications by cellular phones; Providing access to a global computer network; Electronic bulletin board services [telecommunications services]; Providing telecommunications connections to a global computer network; News agencies; Rental of telecommunication equipment; Radio or television broadcasting; Teleconferencing services; Electronic messaging; Rental of access time to global computer networks.

Class 42

Engineering evaluations, estimates and research in the field of science and technology; Design and development of computer hardware and software; Research and development for others; Conducting technical project studies; Architecture; Design of interior decor; Design, installation, maintenance, updating and rental of computer software; Computer programming; Consultancy in the field of computers; Conversion of computer programs and data, other than physical conversion; Conversion of data or documents from physical to electronic media; Testing [inspection] of vehicles for roadworthiness; Graphic art design; Styling [industrial design]; Authenticating works of art.

UKTM No. 915969471

Class 9

Computer software in the field of buyer and supplier interaction for the purpose of performance evaluation, risk assessment, contract management and compliance, invoice management, expense report creation and management, and supplier relationship management.

Class 35

Advertising services via the Internet; business management and consultation; public relations; business management computerized file management.

Class 38

Telecommunications consultation; information about telecommunications; communications via computer terminals or via fiber-optic networks; electronic messaging services.

Class 42

Design and development of computers and software; research and development of new products for others; conversion of data of computer programs not physical conversion; conversion of data or documents from physical to electronic media; graphic designing services for commercial purposes.

UKTM No. 909300575

Class 9

Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for the supply, distribution, transformation, accumulation, regulation or control of electric current; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

Class 35

Advertising; business management; business administration; office functions.

Class 38

Telecommunications.

Class 42

Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.