

O-251-04

TRADE MARKS ACT 1994
IN THE MATTER OF APPLICATION No 2248567
BY JULIAN JAMES
TO REGISTER THE TRADE MARK
CARSMART
IN CLASSES 12 & 35

AND IN THE MATTER OF OPPOSITION THERETO
UNDER NUMBER 91200
BY SMART GMBH

BACKGROUND

1) On 13 October 2000, Julian James of Forest Lodge, Bryn Hill, Port Talbot, SA13 2RW applied under the Trade Marks Act 1994 for registration of the trade mark CARSMART in respect of the following goods:

In Class 12: Motor vehicles; parts and fittings for the aforesaid goods.

In Class 35: The bringing together, for the benefit of others, of a variety of pictorial images and details of goods, enabling customers to conveniently view and purchase those goods from an Internet web site specialising in the sale of motor vehicles and motor vehicle parts and accessories; advertising services; compilation of advertisements for use as web pages on the Internet.

2) On 29 October 2002 Smart GmbH (formerly Micro Compact Car smart GmbH) of Industriestrasse 8, 71272 Renningen, Germany filed notice of opposition to the application. The grounds of opposition are in summary:

a) The opponent is the proprietor of a number of UK and Community Trade Marks detailed at annex A. The specification of the mark in suit is identical and/or similar to the goods and services of the opponent's earlier marks. The opponent has a family of marks, all of which incorporate the word SMART. The opponent has goodwill in its SMART marks. Therefore the mark in suit offends against Sections 5(2)(b) and 5(4)(a).

3) The applicant subsequently filed a counterstatement denying all of the grounds of opposition.

4) Both sides ask for an award of costs and both sides filed evidence in these proceedings. The matter came to be heard on 24 June 2004 when the opponent was represented by Mr Moore of Messrs Jenson & Son. The applicant was not represented but provided written submissions.

OPPONENT'S EVIDENCE

5) The opponent filed a witness statement, dated 11 September 2003, by Derek Moore the opponent's Trade Mark Attorney. He states that the opponent has been manufacturing cars under the name SMART since 1998. However, these were sold in mainland Europe only until October 2000.

6) Mr Moore states that:

“The majority of motor vehicle manufacturers nowadays offer, in addition to motor vehicles and their accessories, various services to the purchasers and owners of motor vehicles. These services are either available from the dealer direct, or can be obtained by visiting the manufacturer's website which contains details of all available services. The public at large now expects the manufacturer of its chosen vehicle, to offer services in addition to merely selling vehicles. As a result there exists a direct correlation, i.e. similarity,

between the goods offered under the opponent's Class 12 SMART marks and all the services offered under the Applicant's class 35 mark."

7) At exhibits DM6 & 7 Mr Moore provides print outs from the opponent's website, and those of Ford, Volkswagen and Mercedes-Benz. However, only one of the numerous pages was dated, and that showed a date of 2 April 2001.

8) At exhibit DM8 Mr Moore provides numerous copies of pages from magazines and newspapers which refer to the SMART car. Of these, twenty-five are dated prior to the relevant date, 13 October 2000. Twenty of these are from specialist car magazines, primarily *Autocar*, whilst there are three articles from the *Financial Times*, with one each from *The Express* and *The Daily Telegraph*. They cover the period from February 1995 - March 2000. These show that the SMART car was first sold in Europe in 1998 with the first UK sales centre opening on 17 October 2000. Mr Moore states that during 1998 and 1999, 864 left hand drive Smart cars were imported into the UK by individuals and unauthorised car dealers. In 2000 there were 956 official imports and 2,725 parallel imports. Mr Moore provides figures for promotion spending in the UK for the years 2000 - 2003. In 2000 the amount spent on all types of promotions was £397,566. The whole of this sum was spent between October and December. Mr Moore provides further details regarding promotional activity all of which relates to events after the relevant date.

APPLICANT'S EVIDENCE

9) The applicant filed a witness statement, dated 10 December 2003 by Antony Xavier Gallafent the applicant's Trade Mark Attorney. He points out that the opponent's goods were first officially sold in the UK in October 2000. He claims that the applicant's mark could be seen as CARS MART as the letters are all the same size and font. He also states that the word SMART is not the dominant element of the applicant's mark.

10) Mr Gallafent also points out that the vast majority of the articles in exhibit DM8 are from specialist automotive publications and that much of the exhibit is dated after the relevant date. He also points out that sales of the opponent's vehicles in 1998 and 1999 should be viewed against the official registration figures which shows just over 2.1 million vehicles as registered in each of the two years. They equate to approximately 0.02% of the cars registered in these years.

11) Lastly, Mr Gallafent states that all of the opponent's marks, with the exception of UK 2038126 MCC SMART, have as their first element the word SMART. If the general public were to perceive there to be a family of marks he claims that it would be seen as marks starting with the word SMART.

OPPONENT'S EVIDENCE IN REPLY

12) The opponent filed another witness statement by Mr Moore, dated 10 March 2004. At exhibit DMr1 he provides copies of pages from the Internet Archive. These show that prior to the relevant date Ford, Mercedes-Benz and Volkswagen offered customers the opportunity to search online for a used car made by the manufacturer

concerned and carrying a guarantee from that manufacturer. At exhibit DMr2 he provides copies of pages from the Internet Archive which show that the opponent's web site was first launched on 16 September 2000, and that by February 2001 it was offering online ordering of new cars.

13) Mr Moore contends that evidence dated after the relevant date should be considered as he claims that:

“The Registrar has a duty not to register marks which would deceive the public and the decision has to be made in the light of his knowledge on the day the decision is made. The decision as to the ultimate registrability of the mark will be made when the evidence in the current opposition has been considered and therefore the evidence of reputation generated after 13 October 2000 is relevant to the opposition.”

14) Mr Moore states that the automotive publications which publicised the car are in the public domain. He states that the weekly circulation for the publication Autocar, which featured extensively in exhibit DM8 has averaged approximately 70,000 for the years 1995 - 2000. He also claims that in the *Express* article the Managing Director of Smart Car UK, described as an unauthorized dealer and importer, states: “We handle around 600 inquiries a day and already half of those are for the [SMART] cabrio.”

15) Mr Moore claims that in terms of vehicles with engines under 700 cc the opponent enjoys a large share of the market.

16) That concludes my review of the evidence. I now turn to the decision.

DECISION

17) I shall first consider the ground of opposition under Section 5(2)(b) which reads:

“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.”

18) An “earlier trade mark” is defined in Section 6, the relevant parts of which state:

“6.-(1) In this Act an "earlier trade mark" means -

(a) a registered trade mark, international trade mark (UK) or Community trade mark which has a date of application for registration earlier than that of the trade mark in question,

taking account (where appropriate) of the priorities claimed in respect of the trade marks,”

19) At the hearing the opponent, withdrew in relation to Section 5(2)(b) only, all of the UK and Community Trade Marks, which are detailed along with their specifications in Annex A, with the exception of CTM 140236, registered with effect from 1 April 1996. Plainly this is an “earlier trade mark”.

20) In determining the question under section 5(2), I take into account the guidance provided by the European Court of Justice (ECJ) in *Sabel Bv v Puma AG* [1998] RPC 199, *Canon Kabushiki Kaisha v Metro-Goldwyn-Meyer Inc.* [1999] E.T.M.R. 1, *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel B.V.* [2000] F.S.R. 77 and *Marca Mode CV v Adidas AG* [2000] E.T.M.R 723. It is clear from these cases that:

(a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors; *Sabel Bv v Puma AG*;

(b) the matter must be judged through the eyes of the average consumer, of the goods / services in question; *Sabel Bv v Puma AG*, 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; *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel B.V.*;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details; *Sabel Bv v Puma AG*;

(d) the visual, aural and conceptual similarities of the marks must therefore be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components; *Sabel Bv v Puma AG*;

(e) a lesser degree of similarity between the marks may be offset by a greater degree of similarity between the goods, and vice versa; *Canon Kabushiki Kaisha v Metro-Goldwyn-Meyer Inc.*;

(f) there is a greater likelihood of confusion where the earlier trade mark has a highly distinctive character, either *per se* or because of the use that has been made of it; *Sabel Bv v Puma AG*;

(g) mere association, in the sense that the later mark brings the earlier mark to mind, is not sufficient for the purposes of Section 5(2); *Sabel Bv v Puma AG*;

(h) further, 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; *Marca Mode CV v Adidas AG*;

(i) but if the association between the marks causes the public to wrongly believe that the respective goods come from the same or economically linked undertakings, there is a likelihood of confusion within the meaning of the section; *Canon Kabushiki Kaisha v Metro-Goldwyn-Meyer Inc.*.

21) The European Court of Justice held in *Canon* in relation to the assessment of the similarity of goods and/or services that the following factors, inter alia, should be taken into account: their nature, their end users and their method of use and whether they are in competition with each other or are complementary.

22) I also take into account the comments of Jacob J. in *Avnet Incorporated v. Isoact Ltd* [1998] FSR 16 where he said:

“In my view, specifications for services should be scrutinised carefully and they should not be given a wide construction covering a vast range of activities. They should be confined to the substance, as it were, the core of the possible meanings attributable to the rather general phrase.”

23) For ease of reference the relevant specifications of the two parties are as follows:

Applicant’s mark 2248567	Opponent’s mark CTM 140236
Class 12: Motor vehicles; parts and fittings for the aforesaid goods.	Class 12: Vehicles and parts therefor (included in Class 12).
Class 35: The bringing together, for the benefit of others, of a variety of pictorial images and details of goods, enabling customers to conveniently view and purchase those goods from an Internet web site specialising in the sale of motor vehicles and motor vehicle parts and accessories; advertising services; compilation of advertisements for use as web pages on the Internet.	

24) Clearly, the Class 12 specifications are identical. Regarding the applicant’s Class 35 specification the opponent contends that:

“It is common practice, in the motor vehicle field, for the manufacturers of motor vehicles to offer various services to the purchasers and owners of motor vehicles, including, for example, online retail services. By analogy, the class 35 services covered by the application are similar to the Class 12 services covered by registration no. 140236. There is no doubt, therefore, that identical and similar goods and/or services are involved.

The well informed customer will know that SMART is a car manufacturer and will reasonably expect the car manufacturer to sell its cars at authorised outlets and the reasonably well informed consumer can also be expected to be aware that the manufacturer offers potential customers the choice of ordering a car online.”

25) The opponent seems to be suggesting that even though its mark is only registered, and therefore protected, for “Vehicles and parts therefor (included in Class 12)” that if

the relevant public expects a manufacturer to offer a service as well then that service is also protected.

26) However, under Section 5(2)(b) the protection afforded to the parties is bounded by the limits of their specification of goods, not by what they may actually be trading in at a given time: the Registrar will compare mark against mark and specification against specification, and that is what I must consider here.

27) Even if I were to accept the opponent's contention, and I do not, then the opponent would have to show that the relevant public had indeed come to expect vehicle manufacturers to offer on-line services similar to those in Class 35 sought to be registered by the applicant. The opponent's evidence, in my opinion, does not demonstrate that the reasonably well informed consumer would expect such services. In my view the opponent's goods in Class 12 are not similar to the applicant's services in Class 35.

26) I now turn to consider the marks of each party. For ease of reference the marks are reproduced below:

Applicant's Mark	Opponent's Mark CTM 140236
CARSMART	smart

27) Whilst I accept that the opponent's mark is contained within the applicant's mark there are clear visual and phonetic differences. Mr Moore contended that the applicant's mark would be viewed as two words "Car" and "smart", and that the initial word would be ignored as a descriptor leaving the word "smart" as the only distinctive aspect of the mark.

28) To my mind this is a case where it can be suggested that the two components "car" and "smart" can convey a different meaning together to that which they do separately. To my mind the applicant's mark will convey the message of being knowledgeable about cars, even when applied to vehicles. This is not grammatically correct, but regrettably, is indicative of the misuse of English which is becoming commonplace. The unusual juxtaposition combined with the various meanings of the word "smart" will, in my opinion, lead the average well-informed consumer to see the combination as conveying a different meaning to that of the individual components. It is also accepted that the average consumer views trade marks as wholes and does not analyse its various details. Overall, I believe that the differences outweigh the similarities.

29) The reputation of a trade mark can assist where it is not particularly inherently distinctive or where there is a low degree of similarity between the respective goods or services.

30) The opponent did not begin to sell its vehicles in the UK until 17 October 2000 whilst the relevant date is 13 October 2000. The opponent's evidence did not show

that the promotional activity around the UK launch began prior to this date. The opponent has however shown that its cars under the “Smart” brand were publicised in the UK over a period of years, albeit mainly in the automotive press. It has also shown that unofficial dealers and ordinary purchasers were importing the vehicle into the UK prior to the relevant date. I accept that it is possible to gain reputation without having sold a single product (see *BBC v Talbot Motor Co* [1981] FSR 228). I do not accept the contention that I should take into account events after the relevant date to determine reputation. Nor do I accept the contention that I should consider a sub set of the car market in determining market share. However, I do take into account the fact that the UK car market consists of a very limited number of manufacturers. Taking all of the above into account I therefore consider it reasonable to infer that at the relevant date, the trade mark “smart” would have been known by a considerable number of the car buying public and so can claim an enhanced distinctive character based on use as a car manufacturer.

31) I must also consider how distinctive the opponent’s mark is per se. The opponent’s trade mark consists of a single dictionary word “smart”. This has a number of meanings some of which are applicable to a vehicle such as “fashionable”, “chic”, “well-kept”, “neat”, “vigorous” or “brisk”. Other meanings are not applicable to vehicles such as “astute”, “clever”, “bright”, “witty”, “mental or physical pain” or “computer controlled”. In my view, the opponent’s mark has a degree of inherent distinctiveness, but not such that warrants a wide penumbra of protection.

32) Taking account of all of the above when considering the marks globally, I do not believe that there is a likelihood of consumers being confused into believing that the goods or services provided by the applicant are those of the opponent or provided by some undertaking linked to them, even allowing for the concept of imperfect recollection. The opposition under Section 5(2)(b) therefore fails.

33) I now turn to consider the ground of opposition under Section 5(4)(a) which reads:

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

(a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, or

(b).....

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

34) In deciding whether the mark in question “CARSMART” offends against this section, I intend to adopt the guidance given by the Appointed Person, Mr Geoffrey Hobbs QC, in the *WILD CHILD* case [1998] 14 RPC 455. In that decision Mr Hobbs stated that:

“The question raised by the Grounds of Opposition is whether normal and fair use of the designation WILD CHILD for the purposes of distinguishing the goods of interest to the Applicant from those of other undertakings (see Section 1(1) of the Act) was liable to be prevented at the date of the application for registration (see Art.4(4)(b) of the Directive and Section 40 of the Act) by enforcement of rights which the opponent could then have asserted against the Applicant in accordance with the law of passing off.

A helpful summary of the elements of an action for passing off can be found in Halsbury’s Laws of England 4th Edition Vol. 48 (1995 reissue) at paragraph 165. The guidance given with reference to the speeches in the House of Lords in Reckitt & Colman Products Ltd - v - Borden Inc [1990] RPC 341 and Even Warnik BV - v - J. Townend & Sons (Hull) Ltd [1979] AC 731 is (with footnotes omitted) as follows:

“The necessary elements of the action for passing off have been restated by the House of Lords as being three in number:

(1) that the plaintiff’s goods or services have acquired a goodwill or reputation in the market and are known by some distinguishing feature;

(2) that there is a misrepresentation by the defendant (whether or not intentional) leading or likely to lead the public to believe that the goods or services offered by the defendant are goods or services of the plaintiff; and

(3) that the plaintiff has suffered or is likely to suffer damage as a result of the erroneous belief engendered by the defendant’s misrepresentation.””

35) In relation to passing off the opponent needs to establish that at the relevant date, 13 October 2000, it enjoyed goodwill/reputation. In *South Cone Inc. v. Jack Bessant, Dominic Greensmith, Kenwyn House, Gary Stringer (a partnership)* [2002] RPC 19 Pumrey J. in considering an appeal from a decision of the Registrar to reject an opposition under Section 5(4)(a) said:

“There is one major problem in assessing a passing off claim on paper, as will normally happen in the Registry. This is the cogency of the evidence of reputation and its extent. It seems to me that in any case in which this ground of opposition is raised the Registrar is entitled to be presented with evidence which at least raises a prima facie case that the opponent’s reputation extends to the goods comprised in the applicant’s specification of goods. The requirements of the objection itself are considerably more stringent than the enquiry under Section 11 of the 1938 Act (see *Smith Hayden (OVAX)* [1946] 63 RPC 97 as qualified by *BALI* [1969] RPC 472). Thus, the evidence will include evidence from the trade as to reputation; evidence as to the manner in which the goods are traded or the services supplied; and so on. Evidence of reputation comes primarily from the trade and the public, and will be supported by evidence of the extent of use. To be useful, the evidence must be directed to the relevant date.”

36) This cannot be interpreted in a prescriptive fashion. There will be occasions when the evidence does not fall within the above parameters but still establishes goodwill for passing off purposes - see the decision of Professor Annand, sitting as the Appointed Person, in *Loaded* BL 0/191/02.

37) Considered overall it seems clear that the opponent had some trade in the UK prior to the relevant date. The evidence shows use only of its "smart" trade mark in relation to cars. There are passing references to trim levels which equate to certain of its other marks such as "smart & passion" and "smart & pure", but no evidence of goodwill in relation to these, or any of the other marks listed at annex A.

38) The opponent's claims to have established reputation in a family of "smart" marks, however, from the evidence provided, I do not believe that the opponent can rely upon a family of trade marks under this ground of opposition.

39) Whilst earlier in this decision I found that the opponent has a reputation in relation to cars, I also found that use of its trade mark, actual or on a fair and notional basis would not result in confusion with the application in suit. Accordingly, it seems to me that the necessary misrepresentation required by the tort of passing off will not occur. The opposition under Section 5(4)(a) of the Act must fail.

40) The opposition has failed. I order the opponent to pay the applicant the sum of £1400. This sum to be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 16th day of August 2004

George W Salthouse
For the Registrar,
The Comptroller-General

Annex A

Trade Mark	Number	Effective Date	Class	Specification
MCC SMART	UK 2038126	25.09.95	12	Motor vehicles; parts of motor vehicles.
			36	Services relating to insurance; legal expenses insurance services; lease-purchase financial services; hire-purchase financial services.
			37	Services relating to the upkeep, repair, servicing, maintenance, care, cleaning and restoration of vehicles; installation services for parts of vehicles.
			39	Transport services for passengers and freight; vehicle transport services; arrangement of travel; services relating to vehicle leasing, hire or rental; but not including bus passenger transport services and travel services relating thereto.
			41	Educational services relating to transport and traffic management; driving and road safety training services.
			42	Services relating to technical and scientific surveys related to motor vehicles or the motor trade; provision of temporary accommodation for guests; services for the care of guests, travel agency services; services relating to the provision of parking places for vehicles.
smart	CTM 14 0236	01.04.96	12	Vehicles and parts therefor (included in class 12).
			36	Insurance brokerage, including legal expenses insurance, hire-purchase of motor vehicles; clearing of bills in relation to replacement vehicles for hire-purchase or rented vehicles.
			37	Car maintenance, in particular cleaning, servicing and repair, including the replacement of all parts and accessories necessary to maintain operating ability.
			39	Arranging replacement vehicles for hire-purchase or rented vehicles, arranging of parking places for motor vehicles, transport of passengers and goods and motor vehicles; travel arrangement and organisation, arranging of motor vehicle transport.
			41	Driving and safety instruction, training in the field of driving.
			42	Temporary accommodation and providing of food and drink, technical consultancy and surveying, providing hotel accommodation.
SMART & PURE	CTM 84 0231	03.06.98	12	Vehicles and parts therefor (included in class 12), except airbags and car safety devices.
			37	Motor vehicle maintenance and repair.
SMART & PULSE	CTM 84 0256	03.06.98	12	Vehicles and parts therefor (included in class 12), except airbags and car safety devices.
			37	Motor vehicle maintenance and repair.
SMART & PASSION	CTM 84 0264	03.06.98	12	Vehicles and parts therefor (included in class 12), except airbags and car safety devices.
			37	Motor vehicle maintenance and repair.
SMARTSTER	CTM 1058999	29.01.99	3	Cosmetics, eau de toilette, shaving lotions and hair lotions; perfumery, essential oils, soaps, room sprays, dentifrices, nail polish, nail care preparations, lipsticks, eyebrow pencils, mascara.
			9	Sound and image carriers, namely cassettes, audio tapes, compact discs, video cassettes; spectacles, spectacle frames, spectacle cases; compasses.
			12	Vehicles and parts therefor (included in class 12).
			16	Printed matter, pictures, posters, pamphlets, periodicals.
			18	Handbags, briefcases, shopping bags, rucksacks, trunks and travelling bags, umbrellas and parasols, covers, pocket wallets, purses.
			25	Clothing, namely T-shirts, neck ties, gloves, anoraks, ponchos, jackets, waistcoats, sweaters, polo shirts, scarves, belts; footwear; headgear, namely hats, caps, helmets, caps for drivers of convertibles.
37	Motor vehicle maintenance and repair.			

SMARTVILLE	CTM 1434232	21.12.99	12	Automobiles and parts therefore, included in Class 12.
SMART & PROFESSIONAL	CTM 1238575	12.07.99	12	Automobiles and parts therefor (included in class 12).
	CTM 1665074	19.05.00	7	Automobiles and parts therefor (included in class 7).
			12	Automobiles and parts therefor (included in class 12).
			39	Transport of persons and goods by vehicle; arranging of transport; arranging of vehicles.
SMART	CTM 140186	01.04.96 Pending	12	Vehicles and parts therefor (included in class 12).
			36	Insurance brokerage, including legal expenses insurance, hire-purchase of motor vehicles; clearing of bills in relation to replacement vehicles for hire-purchase or rented vehicles.
			37	Car maintenance, in particular cleaning, servicing and repair, including the replacement of all parts and accessories necessary to maintain operating ability.
			39	Arranging replacement vehicles for hire-purchase or rented vehicles; arranging of parking places for motor vehicles, transport of passengers and goods and motor vehicles, travel arrangement; arranging of motor vehicle transport.
			41	Driving and safety instruction, training in the field of motoring.
			42	Temporary accommodation and providing of food and drink, technical consultancy and surveying, providing hotel accommodation.
	CTM 514034	10.04.97 Pending	12	Vehicles and parts therefor (included in class 12), except airbags and car safety devices.
			36	Lease-purchase financing of motor vehicles and the organising and arrangement related thereto, of replacement vehicles for lease-purchase motor vehicles; arranging of insurance.
			37	Car maintenance, in particular cleaning, maintenance and repair, including the replacement of all parts and accessories necessary for maintaining operating ability.
			39	Organising of rented vehicles and the arrangement related thereto of replacement vehicles for rented vehicles; arranging parking places for vehicles, transport of persons and goods by vehicle; organizing and arranging travel.
			41	Driving and safety training; providing of training in the field of motoring.
			42	Accommodation and catering for guests; technical consultancy and surveying; accommodation services.
	CTM 514091	10.04.97 Pending	12	Vehicles and parts therefor (included in class 12), except airbags and car safety systems.
			36	Leasing of vehicles and the organising and charging related to replacement vehicles for leased or rented vehicles; arranging of insurance.
			37	Car maintenance, in particular cleaning, maintenance and repair, including the replacement of all parts and accessories necessary for maintaining operating ability.
			39	Organising of rented vehicles and the charging related to replacement vehicles for rented vehicles; arranging parking places for vehicles, transport of persons and goods by vehicle; organizing and arranging travel.
			41	Driving and safety training; providing of training in the field of motoring.
			42	Accommodation and catering for guests; technical consultancy and surveying; accommodation services.

SMART WEBMOVE	CTM 2086288	14.02.01 Pending	7	Machines for the manufacture and repair of land, air and water vehicles.
			9	Apparatus for recording, transmission or reproduction of sound or images, data processing equipment and computers.
			12	Vehicles; apparatus for locomotion by land, air or water.
			35	Advertising; business management services; business administration; office functions.
			36	Insurance; financial affairs.
			37	Vehicle diagnosis and maintenance, maintenance of the electronic functions (software) of vehicles; the aforesaid services by means of electronic communications (e-repair).
			38	Telecommunications.
			39	Transport, travel arrangements.
			41	Training, entertainment, sporting and cultural activities.
			42	Providing of food and drink; temporary accommodation; medical, hygienic and beauty care, computer programming.
 smart webmove	CTM 20 86353	14.02.01	7	Machines for the manufacture and repair of land, air and water vehicles.
			9	Apparatus for recording, transmission or reproduction of sound or images, data processing equipment and computers.
			12	Vehicles; apparatus for locomotion by land, air or water.
			35	Advertising; business management services; business administration; office functions.
			36	Insurance; financial affairs.
			37	Vehicle diagnosis and maintenance, maintenance of the electronic functions (software) of vehicles; the aforesaid services by means of electronic communications (e-repair).
			38	Telecommunications.
			39	Transport, travel arrangements.
			41	Training, entertainment, sporting and cultural activities.
			42	Providing of food and drink; temporary accommodation; medical care, hygienic and beauty care, computer programming.
SMARTSTART	CTM 935015	22.09.98	35	Market research, market studies, business consultancy, advertising, negotiating and concluding of contracts for the buying and selling of goods.
			36	Credit card services, hire-purchase financing of automobiles, all types of insurance brokerage, credit bureaux.
			42	Computer programming, surveying.

Smart-Card	CTM 14 00670	01.04.96	35	Providing of temporary employees, statistics, auctioneering, marketing research, marketing studies and marketing analysis, shop window dressing, business consultancy, personnel consultancy, negotiating and concluding commercial transactions for others, arranging contracts for the purchase and sale of goods, distribution of goods for advertising purposes, document reproduction, distributing advertising material, advertising, radio and television advertising, cinema advertising; all the aforesaid services only relating to motoring.
			36	Sales financing and credit risk insurance, pawn brokerage, financial affairs, in particular issuing of travellers' cheques, asset management, exchanging money, capital investment, credit consultancy, credit bureaux, except credit card services; hire-purchase financing, operating of lotteries, insurance brokerage, insurance; all the aforesaid services only relating to motoring; the aforesaid services not automatically provided using a chip card.
			39	Motor-vehicle rental.