

TRADE MARKS ACT 1994
IN THE MATTER OF APPLICATION No 2038266
BY ALADDIN KNOWLEDGE SYSTEMS LIMITED
TO REGISTER A TRADE MARK IN CLASS 9

AND IN THE MATTER OF OPPOSITION THERETO
UNDER NUMBER 44635
BY ACER INCORPORATED

BACKGROUND

1) On 23 September 1995, Aladdin Knowledge Systems Limited of 15 Beit Oved Street, P.O. Box 11141, Tel Aviv, Israel applied under the Trade Marks Act 1994 for registration of the trade mark **ASE** in respect of the following goods in Class 9:

“Smart cards; smart card readers/drives; smart card applications; computer software and hardware for developing and designing smart card applications; computer software and hardware for smart cards; computer software and hardware for smart card readers/drives.”

2) On the 21 May 1996 Acer Incorporated of 7 Hsin Ann Road, Hsinchu Science Based Industrial Park, Taiwan, Republic of China, 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 trade mark registrations, detailed at annex A, which consist of or include the word ACER.

b) The opponent has had substantial and continuous use of the mark ACER in the UK since 1987. As a consequence the opponent has a substantial reputation and goodwill in the UK in the mark ACER.

c) The opponent has used its ACER mark inter alia on goods and services in the computer hardware, software and peripheral devices fields. .

d) In view of the above the application would offend against Sections 3(6), 5(2) and 5(4) of the Trade Marks Act 1994.

e) The mark in suit is a recognised abbreviation and as such is not registrable by virtue of Section 3(1) and / or 3(3) of the Trade Marks Act 1994.

3) The applicant subsequently filed a counterstatement denying all of the grounds of opposition. Both sides ask for an award of costs.

4) Both sides filed evidence in these proceedings. Neither party wished to be heard in this matter. My decision will therefore be based on the pleadings and the evidence filed.

OPPONENT’S EVIDENCE

5) The opponent filed four declarations. The first declaration by Graham Jackson, dated 14

March 1997, did not include the exhibits mention in the declaration. The declaration was refiled, this time dated 24 March 1997, with all the aforementioned exhibits properly sworn. For the purposes of the evidence summary I shall refer only to the declaration dated 24 March 1997.

6) Mr Jackson is the Managing Director of Acer UK Limited, a wholly owned subsidiary of Acer Inc. He states that his company began trading in the UK under the ACER mark in 1988, although the company's ACER products were sold in the UK during 1987 by Altos Computer Systems Ltd.

7) Mr Jackson claims that his company has "advertised the ACER range of products every month over many years in PC User, PC Weekly Computer and New PC Magazine". He states that his company supplies retailers such as PC World, Norweb Electrical Superstores and Tempo thus being sold in stores throughout the UK. Sales and advertising figures for products under the ACER mark in the UK are provided as follows:

Year	Sales £	Advertising / Promotion £
1990	503,000	31,000
1991	914,000	149,000
1992	18,912,000	820,000
1993	17,373,000	695,000
1994	16,290,000	964,000
1995	31,373,000	1,302,000

8) Mr Jackson claims that his company is not only a market leader but is recognised to be a leader in computer technology. He cites the agreements with Intel Corporation referred to in the 1995 round up newsletter at exhibit GJ7.

9) Mr Jackson states that as "a substantial proportion" of his company's sales are by telephone then there was a likelihood of confusion with the applicant's mark.

10) Mr Jackson provides a number of exhibits, the relevant details of which are summarised as follows:

- Exhibit GJ1: This consists of a selection of brochures relating to computers, software and ancillary items. These are not dated but carry a reference to a 1996 copyright.
- Exhibit GJ2: Relates to a price list "effective 30 September 1996."
- Exhibit GJ3: An advertising schedule for July - December 1996, and three copies of advertisements which are not dated.
- Exhibit GJ4: This consists of a supplement to The Times newspaper dated 15 July

1996 which is sponsored by the opponent.

- Exhibit GJ5: A copy of the magazine PC User from April 1996 is provided which carries a front page advertisement for the opponent's products.
- Exhibit GJ6: A copy of a newspaper, PC Week, dated 4 July 1995 is provided. This carries a large advertisement for ACER hardware products.
- Exhibit GJ7: This is a company newsletter which is not dated but has several references to the results achieved in 1995 and also to an event, Acer Ascent 1996, which is said to have taken place in the Algarve during January.
- Exhibit GJ8: This is an article which appeared in Computer Weekly in August 1995. It gives details of a user survey which ranked the opponent top in "Product knowledge, Technical Effectiveness and Customer commitment". The survey included companies such as Apple, ICL, Olivetti, Intel and IBM.

11) The third declaration, dated 17 February 1997, is by Stan Shih the Chairman and CEO of Acer Incorporated a position he has held for twenty years. Mr Shih confirms that he is conversant with the English language.

12) Mr Shih states that his company has the marks ACER and ACER & device registered in a number of countries and that in 1994 the group had a global turnover of US\$3.2 billion and spent US\$48 million on advertising and promotions.

14) At exhibit SS3 Mr Shih provides a collection of leaflets and brochures illustrating the products and services offered by the opponent. It would appear that the opponent is a PC manufacturer, which also provides various complementary products such as software, network cards and servers, DVD players, CD Rom drives and printers. The brochures show use of the ACER and ACER & device marks. Two of the brochures show a copyright owned by Acer UK Ltd dated 1995 and 1996 respectively. One of the brochures which has the address of the UK subsidiary shows a "Mastercard" credit card with the mark ACER & device printed upon it. Mr Shih states that users of the Acer card can get discounts off Acer products and that the card can be used wherever "Mastercard" is accepted world wide.

15) Finally Mr Shih offers his views on confusability, in particular focussing on the telephone use of the affiliated credit card should the applicant decide to offer a similar benefit to customers.

16) The fourth declaration, dated 12 March 1997, is by Fiona Merle Crawford partner in the opponent's trade mark agency. Ms Crawford states that she has a Master's degree in Engineering Science, specialising in electronics and is a practising Patent Attorney in this field.

17) At exhibit FMC1 Ms Crawford provides a copy of pages from the Longman Pronunciation dictionary published in 1990. The entry (shown below) provides an alternative pronunciation for ASE which is identical to that for ACE, thus, she claims, the marks are phonetically identical. It is claimed that this could result in confusion in telephone ordering. The entry is as follows:

“Ace: eis” and “-ase: eiz eis “

18) Ms Crawford also provides evidence at exhibit FMC2 that shows that the word ACE is used in everyday speech to describe something which is excellent, first rate, perfect, very good or marvellous. From this it is claimed that a person being informed about the applicant’s ASE smart card would infer this to refer to the quality of the card not it’s origin.

19) Ms Crawford states that the specifications of the two parties are similar as “a smart card is and functions as an apparatus / instrument for use with computers; a computer input and output apparatus/ instrument, and also a computer programme provided on a specific medium, namely, an integrated circuit mounted on a plastic card.” Such products fall within the opponent’s specification for “computer programmes”. Thus, the Class 9 goods are similar if not identical.

20) Ms Crawford also asserts that a smart card looks identical to a normal credit card, differing only in that the smart card incorporates an integrated circuit, and both have the same function, namely transferring funds. Thus, the opponent’s Class 16 goods are similar if not identical to the Class 9 goods of the applicant.

21) Ms Crawford also compares the opponent’s services in Class 35, the specification of which includes “data processing” and claims that the applicant’s goods in Class 9 are similar. Likewise, she claims that the opponent’s services in Class 42 are similar to the applicant’s goods in Class 9. .

22) Lastly, Ms Crawford claims that although not a recognisable word ASE is an abbreviation. She provides evidence at exhibit FMC8 of an entry in Chambers Dictionary showing ASE as an abbreviation for “Association for Science Education”. It is claimed that use of ASE by the applicant would lead to the public being deceived.

APPLICANT’S EVIDENCE

23) The applicant filed three declarations. The first, dated 29 October 1997, by Debrett Gordon Lyons an employee of the applicant’s trade mark agent. Mr Lyons provides the results of a search of marks on the UK Register. However, this is of little or no relevance to the case because “state of the Register” evidence is, in principle, irrelevant: TREAT 1996 RPC 281.

24) The second declaration, dated 31 October 1997, by Raymond Lewis a director of Aladdin Knowledge Systems UK Ltd. This company is a wholly owned subsidiary of the applicant company.

25) Mr Lewis states that he is unaware of any instances of confusion with the services and goods provided by the opponent. He claims that the two parties sell their products in totally different ways with the applicant selling directly to software developers whereas the opponent sells via dealers, distributors, agents and third parties. He also claims that no reference is ever made to ASE without the company name also being present.

26) The third declaration, dated 30 October 1997, is by Yanki Margalit the President of the applicant company, a position he has held for twelve years. He states that he is conversant with

the English language.

27) Mr Margalit states that his company develops and markets proprietary software security and smartcard products. Clients include AT&T, Digital Equipment Corp., Hewlett-Packard and IBM. He states that the mark ASE derives from:

“My company’s house mark “Aladdin”, the word “Smartcard”, being, of course, the essential product, with the word “Environmental” referring to the integrated smartcard / smartcard development “kit”. As explained there, the product is an integrated, modular, PC-based environment for developing smartcard applications. They are used most frequently for security functions of one kind or another, typically for authentication, access control and public key cryptography”.

28) Mr Margalit states that the ASE product was launched in “late 1995” and that 50% of all Smartcard development kits sold in the world are ASE kits. He states that he is not aware of any instances of confusion with the opponent’s products. He states that the opponent has not shown evidence that they have similar goods to those in the applicant’s specification. Mr Maraglit also provides a number of exhibits, of which the following are relevant:

YM1: A company profile from 1997 that shows a picture of a disc with the mark ASE and with the words “Aladdin Smartcard Environment”

YM5 - YM7: Company brochures for ASEDrive, ASECard & ASESoft

OPPONENT’S EVIDENCE IN REPLY

29) The opponent filed another declaration by Ms Crawford, dated 5 February 1998. She points out that the applicant’s evidence makes it clear that the smartcards are computer and software control devices.

30) Ms Crawford also asserts that the applicant’s evidence shows use of the marks ASEDrive, ASESoft and ASECards with the letters TM appearing at the end of each mark. These she claims are to be read as single words and as such are phonetically indistinguishable from “ACER card”, ACER drive and ACER soft.

31) At exhibit FMC12 Ms Crawford provides an entry for “card” from McMillans Dictionary of Information Technology which she asserts shows that “these are units bearing certain components that can be plugged into a piece of computer equipment. Acer Inc. is also a producer of drive units / drives for PCs which would properly be described / referred to as “Acer Drives”.”

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

DECISION

33) I consider first the grounds of opposition under Sections 1(1), 3(1) and 3(3) of the Act.

34) Section 1(1) of the Act is in the following terms:

“1 (1) In this Act a “trade mark” means any sign capable of being represented graphically which is capable of distinguishing goods or services of one undertaking from those of other undertakings”.

“A trade mark may, in particular, consist of words (including personal names), designs, letters, numerals or the shape of goods or their packaging.”

35) Section 3(1) of the Act is in the following terms:

3 (1) The following shall not be registered -

- (a) signs which do not satisfy the requirements of section 1(1),*
- (b) trade marks which are devoid of any distinctive character,*
- (c) trade marks which consist exclusively of signs or indications which may serve, in trade, to designate the kind, quality, quantity, intended purpose, value, geographical origin, the time of production of goods or of rendering of services, or other characteristics of goods or services,*
- (d) trade marks which consist exclusively of signs or indications which have become customary in the current language or in the bona fide and established practices of the trade.*

Provided that, a trade mark shall not be refused registration by virtue of paragraph (b), (c) or (d) above if, before the date of application for registration, it has in fact acquired a distinctive character as a result of the use made of it.

36) Section 3(3) of the Act is as follows:

(3) A trade mark shall not be registered if it is -

- (a)*
- (b) of such a nature as to deceive the public (for instance as to the nature, quality or geographical origin of the goods or service).*

37) There is no suggestion that the mark is not represented graphically so the objection relates to the inherent capacity of the mark to distinguish the applicant's goods. The question is whether the letters “ASE” can perform the function of a trade mark. In considering this question I have regard to the comments of Aldous L.J. in *Philips Electronics NV v. Remington Consumer Products Ltd* [1999 RPC 809 at 818]:

“The more the trade mark describes the goods, whether it consists of a word or shape, the less likely it will be capable of distinguishing those goods from similar goods of another trader. An example of a trade mark which is capable of distinguishing is

WELDMESH, whereas WELDED MESH would not be. The former, despite its primary descriptive meaning, has sufficient capricious alteration to enable it to acquire a secondary meaning, thereby demonstrating that it is capable of distinguishing. The latter has no such alteration. Whatever the extent of use, whether or not it be monopoly use and whether or not there is evidence that the trade and public associate it with one person, it retains its primary meaning, namely mesh that is welded. It does not have any feature which renders it capable of distinguishing one trader's mesh from another trader's welded mesh."

38) I also have regard to the comments of Morritt L.J. in the *Bach and Bach Flower Remedies Trade Marks* case [2000 RPC 513 at page 526 line 10]:

"The question is whether or not the word BACH had, by 1979, acquired such a meaning so as to be incapable, without more, of affording the requisite distinction. If it had then section 1(1) is not satisfied, the word BACH cannot be a capricious addition so that registration of the sign would be in breach of paragraph (a); if it had not then the word BACH is an addition to the words FLOWER REMEDIES which is 'capricious' because it is not purely descriptive, so that both the expression BACH FLOWER REMEDIES and the word BACH are capable of affording the necessary distinction. Accordingly I accept the submission that it is both permissible and necessary in considering the application of paragraph (a) to determine the meaning of the word as used at the time of the application for registration. I do not understand Aldous L.J. in *Philips v. Remington* in the passage I have quoted, to have been considering the relevance of use to the meaning of the word."

"The usage in question must be by those engaged in the relevant trade or activity. Normally that will be the usage of the average consumer of the goods in question as described in *Lloyd Schuhfabrik* [European Court of Justice, *Lloyd Schuhfabrik Meyer v. Klijsen Handel BV* 1999 ETMR 690]. Obviously the evidence on that question is not limited to those who are consumers or end-users but may extend to others concerned in the trade such as manufacturers, wholesalers and retailers."

39) I am not convinced that the term ASE is so descriptive that I can say now that the applicant will never be able to educate the public to regard the term as a trade mark denoting only its goods or services. The term therefore passes the "soap for soap" test of Section 1(1) and 3(1)(a).

40) Neither, in my opinion, is the term devoid of any distinctive character. I do not accept that the average consumer would view the term ASE as standing for the Association for Science Education, as claimed by Ms Crawford. ASE is not a common abbreviation and would not be seen as an abbreviation for "Association for Science Education".

41) The opponent has claimed that the mark in suit would be pronounced "ACE" and as such it would be seen as referring to the quality of the product. Whilst some evidence has been put forward showing that the word ACE is used by some in everyday speech to describe something which is first rate or very good I do not accept that the average consumer would pronounce the mark as ACE. I believe that it would be taken as the letters A.S.E. No independent evidence has been provided to guide me on how the mark would be pronounced by the average consumer. No other evidence has been filed to show that the mark serves in

trade to designate kind, quality etc. Nor has evidence been put forward to show that the mark in suit has become customary in the current language of the trade. Therefore, the average consumer would not be deceived.

42) The opposition under Sections 3(1) and 3(3) therefore fails.

43) The opponent has alleged that the mark in suit was filed in bad faith and so infringes Section 3(6). However, no evidence to support this ground of opposition was filed and it therefore fails.

44) I next turn to the ground of opposition under Section 5(2)(b) which reads as follows:

“5 .- (2) A trade mark shall not be registered if because -

(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 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.”

45) An earlier right 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.

46) I have to determine whether the marks are so similar that there exists a likelihood of confusion on the part of the relevant public. In deciding this issue I rely on the guidance of the European Court of Justice in *Sabel Bv v Puma AG [1998 RPC 199 at 224]*, *Canon v MGM [1999 ETMR 1]* and *Lloyd Schfabrik Meyer & Co. GmbH v Klijsen Handel BV [1999 ETMR 690 at 698]*. It is clear from these cases that: -

(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 / services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant - but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind;

(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 therefore be assessed

by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components;

(e) a lesser degree of similarity between the marks may be offset by a greater degree of similarity between the goods, and vice versa;

(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;

(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);

(h) 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.

47) I also take into account the recent case of *Marca Mode CV v Adidas AG and Adidas Benelux BV* [2000] ETMR 723. The European Court of Justice said of Article 4(1)(b) (transposed into UK law in Section 5(2)(b):

“The reputation of a mark, where it is demonstrated, is thus an element which, amongst others, may have a certain importance. To this end, it may be observed that marks with a highly distinctive character, in particular because of their reputation, enjoy broader protection than marks with a less distinctive character.....Nevertheless, the reputation of a mark does not give grounds for presuming the existence of a likelihood of confusion simply because of the existence of a likelihood of association in the strict sense.”

48) The Court felt that the concept of association of marks in the global assessment of the likelihood of confusion was over emphasised. It is not sufficient for the average consumer to merely associate marks in the sense that if prompted a consumer will call to mind another mark. Thus a mere possibility of confusion, even in situations where a mark clearly has a strong reputation, is not a valid ground for opposition to a trade mark.

49) As is clear from the Annex to this decision the opponents are relying on a number of registrations, one of them consisting of the word ACER alone, the others ACER with a device. I consider that the opponent's strongest case is under registration 1304673 for the word ACER *simpliciter*. It is this mark which will be referred to throughout this decision.

50) Clearly, in my view, the specification of the mark in suit is subsumed within the specification of the opponent's mark 1304673. The goods of the two parties are therefore, in my opinion, to be regarded as identical for the purposes of Section 5(2). It is clear from the above cases that in the overall assessment of a likelihood of confusion, the similarity of goods is but one aspect. Due regard should be given to the closeness of the respective marks, the reputation the earlier mark enjoys in respect of the goods or services for which it is registered, and any other relevant factors.

51) When comparing the mark in suit, ASE, to the opponent's mark, ACER, visually the respective marks have the first and third letters in common. The opponent's mark is longer by

one letter, but in such short marks this assumes greater significance. The mark in suit is not a recognisable word and would be seen as three letters, whereas the opponent's mark is a known word.

52) Aurally, the opponent's mark is clearly a two-syllable word being pronounced either "A - SIR" or "ACE - ER". Whilst the applicant's mark is not a recognisable word but would be seen as three letters each of which would be pronounced "A - S - E". The opponent has suggested that the mark in suit could be pronounced "ACE" and thus could be confused with their mark. Even if I accept that the mark in suit would be pronounced in this way, which I do not, the word ACE is a recognised English word which has a clearly defined meaning of its own within the English language.

53) The opponent's mark as a known dictionary word would conjure up an image of a brightly coloured tree or shrub. The applicant's mark suggests nothing. There is no conceptual similarity.

54) It has also been suggested that confusion will arise from use of the marks on the telephone when orders are placed. My views on the pronunciation of the respective marks as set out above would rule out such confusion.

55) Computer products are not, I would suggest, chosen without some consideration. The average consumer of such products would, in my opinion, exercise some care in the selection. Even allowing for the notion of imperfect recollection, the average consumer is not likely to be confused.

56) I must also consider whether the opponent's mark has a particularly distinctive character either arising from the inherent characteristics of the mark or because of the use made of it. The evidence of use of the mark filed shows sales figures for the UK averaging £17million in the three years 1992 - 1994 inclusive. I accept that the opponent's mark had some reputation in the PC market. However, given the vast market for "Computer products I do not believe that the opponent enjoyed an above average reputation at the relevant date. It was certainly not a "household name".

57) With all of this in mind I come to the conclusion that while there are superficial similarities, they are more than counterbalanced by the differences, and when all factors are considered, that there was no realistic likelihood of confusion at 23 September 1995. Consequently, the opposition under Section 5(2)(b) fails.

58) Lastly, I consider the other ground of opposition under Section 5(4)(a) which states:

(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

(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.

(5) *Nothing in this section prevents the registration of a trade mark where the proprietor of the earlier trade mark or other earlier right consents to the registration.*

59) 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.

60) The date at which the matter must be judged is not entirely clear from Section 5(4)(a) of the Act. This provision is clearly intended to implement Article 4(4)(b) of Directive 89/104/EEC. It is now well settled that it is appropriate to look to the wording of the Directive in order to settle matters of doubt arising from the wording of equivalent provisions of the Act. It is clear from Article 4(4)(b) that the earlier right had to have been “acquired prior to the date of application for registration of the subsequent trade mark, or the date of the priority claimed...”. The relevant date is therefore 23 September 1995, the date of the application.

61) Earlier in this decision I found that the marks ASE and ACER were not confusable, and that there is no likelihood of confusion in the mind of the average consumer between the marks of the parties. Nor, in my opinion, would they believe that there was a trade connection between the users of the two marks. The opponent has filed no evidence that the trade or

consumers would expect the mark ASE to be economically linked to ACER, with or without the device elements, and the onus under Section 5(4)(a) is on the opponent.

62) In my opinion use of the applicant's trade mark would not amount to a misrepresentation resulting in the passing off of its products as those of the opponent. On this footing the opposition under Section 5(4)(a) of the Act must fail.

63) The opposition having failed the applicant is entitled to a contribution towards costs. I order the opponent to pay the applicant the sum of £435. This sum to be paid within one month of the expiry of the appeal period or within one month of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 14TH day of June 2001

George W Salthouse
For the Registrar
The Comptroller General

ANNEX A

Mark	Number	Date Filed	Class	Specification
ACER	1304673	20.3.87	9	Computers; apparatus and instruments all for use with computers; computer input and output apparatus and instruments; printers, terminals, monitors and keyboards, all for use with computers; mouse controllers, being apparatus for controlling the display of data on computers; light pens and bar code readers; switching power supply apparatus; printed circuit boards; apparatus for use with computer networks; parts and fittings for all the aforesaid goods; computer programmes; all included in Class 9; but not including any of the aforesaid goods for use in measuring the current of fluids and not including computer programmes relating to trees.
Acer 	1310374	19.5.87	9	Computers; computing apparatus and instruments; apparatus for use with computers; computer programmes; all included in Class 9; but not including programmes relating to trees.
AceR 	1308976	5.5.87	16	Printed matter, books; stationery; tapes and cards, none being magnetic, all for the recordal of computer programmes; paper; all included in Class 16; but not including any such printed matter or books relating to trees or such tapes and cards for recordal of computer programmes relating to accountancy.
AceR 	1310375	19.5.87	16	Printed matter, books, all included in Class 16; but not including printed matter or books relating to trees

	1365345	17.11.8	35	Data-processing; import-export agency; import-export consultancy and advice; business and marketing research, consultancy and advice; all included in Class 35; but not including business or marketing research, consultancy or advice relating to engineering, transport planning, quantity surveying or the operation, maintenance or management of engineering projects or facilities other than as related to computer hardware, firmware or software.
	1365346	17.11.8	39	Distribution of electrical and electronic apparatus and instruments, computer hardware, software, firmware and parts and fittings therefor; consultation and advice relating to the aforesaid distribution; all included in Class 39
	1310376	19.5.87	42	Analysis, research, consultation and advisory services; all relating to computer hardware and software and to the wholesale and retail thereof; design of computer hardware and software; rental and leasing of computers; computer time-sharing; computer programming; all included in Class 42