

O/0103/25

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF APPLICATION NOS. 506241 AND 506242
BROUGHT BY THE SUPPORT GROUP (UK) LIMITED

TO REVOKE ON THE GROUNDS OF NON-USE
REGISTRATION NOS. UK00903034014 AND UK00915591555
IN RESPECT OF THE TRADE MARKS:

EASYGOODS

IN CLASSES 9, 12 AND 25

AND



IN CLASSES 16, 39 and 43

OWNED BY
EASYGROUP LTD

BACKGROUND AND PLEADINGS

1. Trade mark nos. UK00903034014 and UK00915591555 for the trade marks shown on the cover page of this decision each stand registered in the UK in the name of easyGroup Limited (“the proprietor”). The details of each registration are as follows:

UK00903034014 (“the word-only mark”)

EASYGOODS

Filing date: 27 January 2003

Registration date: 28 June 2005

The mark is registered in respect of the following goods:

Class 9: *Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, electronic, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; 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; consumer domestic electrical and electronic apparatus and instruments, namely, battery chargers, camcorders, cameras, cassette players, compact disc players, compact discs, computers, computer printers, disk drivers for computers, floppy discs, headphones, loud speakers, modems, computer monitors, computer mouse, personal stereos, pocket calculators, mobile phones, radios, record players, scanners, stereos, tape recorders, televisions, video players, video cassettes, VDUs, DVDs, DVD players and CD Roms; computer software, hardware and firmware; computer games software; apparatus, instruments and media for recording, reproducing, carrying, storing, processing, manipulating, transmitting, broadcasting and retrieving publications, text, signals, software, information, data, code, sounds and images; audio and video recordings; audio recordings, video recordings, music, sounds, images, text, publications, signals, software, information,*

data and code provided via telecommunications networks, by online delivery and by way of the Internet and the world wide web; sound and video recordings; sound and video recording and playback machines; arcade games; televisions and television games apparatus and instruments; photographic and cinematographic films prepared for exhibitions; photographic transparencies, non-printed publications; educational and teaching apparatus and instruments; electronic, magnetic and optical identity and membership cards; sunglasses and sunvisors; mouse mats; protective clothing and headgear; parts and fittings for all the aforesaid goods.

Class 12: *Scooters, bicycles, vehicles; apparatus for locomotion by land, air or water.*

Class 25: *Clothing, footwear, headgear.*

UK00915591555 ("the figurative mark")



Colour Claimed : Orange; White.

Filing date: 29 June 2016

Registration date: 27 October 2016

The mark is registered in respect of the following goods and services:

Class 16: *Printed matter and publications; wrapping and packaging; books, manuals, pamphlets, newsletters, albums, newspapers, magazines and periodicals; tickets, vouchers, coupons and travel documents; identity cards; labels and tags; posters, postcards, calendars, diaries, photographs, gift cards and greeting cards; teaching and instructional materials; stationery, artists' materials, writing instruments, brochures, travel documents folders, guide books, travellers' cheques, badges, promotional and advertising material.*

Class 39: *Transport; packaging and storage of goods; travel arrangement; travel information; provision of car parking facilities; transportation of goods, passengers*

and travelers by air, land, sea and rail; airline and shipping services; airport check-in services; arranging of transportation of goods, passengers and travelers by land and sea; airline services; baggage handling services; cargo handling and freight services; arranging, operating and providing facilities for cruises, tours, excursions and vacations; chartering of aircraft; rental and hire of aircraft, vehicles and boats; chauffeur services; taxi services; bus services; coach services; rail services; airport transfer services; airport parking services; aircraft parking services; escorting of travelers; travel agency services; tourist office services; advisory and information services relating to the aforesaid services; information services relating to transportation services, travel information and travel booking services provided on-line from a computer database or the Internet.

Class 43: *Services for providing food and drink; temporary accommodation; restaurant, bar and catering services; provision of holiday accommodation; booking and reservation services for restaurants and holiday accommodation; hotel services; hotel reservation services; hotel services for the provision of facilities for exhibitions and conferences.*

2. On 29 June 2023, The Support Group (UK) Limited (“the applicant”) applied to revoke the proprietor’s marks in full. The applicant seeks revocation of the proprietor’s registrations on the grounds of non-use based upon Section 46(1)(a) and (b) of the Trade Marks Act 1994 (“the Act”).

3. Revocation is sought under Section 46(1)(a) in respect of the five-year period following the date on which the marks were registered, namely 29 June 2005 to 28 June 2010 (“the first relevant period for the word-only mark”) and 28 October 2016 to 27 October 2021 (“the first relevant period for the figurative mark”). Revocation is therefore sought from 29 June 2010 and 28 October 2021, respectively.

4. Revocation is also sought under Section 46(1)(b) in respect of the following time periods:

- For the word-only mark: 5 January 2011 to 4 January 2016; 5 January 2017 to 4 January 2022; and 27 June 2018 to 26 June 2023 (“the second, the third and the fourth relevant period for the word-only mark”). Revocation is therefore sought from 5 January 2016, 5 January 2022 and 27 June 2023, respectively.
- For the figurative mark: 28 October 2017 to 27 October 2022 and 27 June 2018 to 26 June 2023 (“the second and the third relevant period for the figurative mark”). Revocation is therefore sought from 28 October 2022 and 27 June 2023, respectively.

5. The proprietor filed counterstatements wherein it defended all of the goods and services subject to the applications. In doing so, the proprietor claims to have put its marks to genuine use in the UK. Further, the proprietor points out that the present applications are two of many (in total 18) made by the applicant in these proceedings against trade marks owned by the proprietor.¹ The proprietor states that it intends to defend such actions robustly.

6. The applicant is represented by Hansel Henson Limited, and the proprietor is represented by Kilburn & Strode LLP. Only the proprietor filed evidence in these proceedings. It also filed written submissions dated 07 May 2024. No hearing was requested and only the applicant filed written submissions in lieu. This decision is taken following a careful consideration of the papers.

7. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, Section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK’s withdrawal from the EU.

¹ These consolidated proceedings initially included a further revocation action against trade mark no. UK00002321977 (under no. CA000506240), however, that mark was surrendered on 28 June 2024 and was also revoked in a separate revocation action brought by a third party and is now closed.

EVIDENCE

8. The proprietor's evidence came in the form of the witness statement of Ryan Edward Pixton dated 03 May 2024. Mr Pixton is a Chartered Trade Mark Attorney at Kilburn & Strode LLP, the legal representatives for the proprietor in these proceedings.

9. Mr Pixton's evidence is only a vehicle for introducing nine exhibits being those labelled REP1-REP9. Aside from introducing and describing the content of the exhibits, Mr Pixton's evidence contains no narrative explaining the relevance of each exhibit for the purpose of demonstrating genuine use of the proprietor's trade marks for the goods and services subject to these proceedings. I do not intend to summarise the evidence or submissions of the parties in full here. However, I confirm that I have taken all filed documents into account and will summarise them to the extent that I deem necessary below.

PRELIMINARY ISSUE

10. I note that in its counterstatement, the proprietor made reference to the fact that there are other actions brought by the applicant in these proceedings against other trade mark registrations owned by the proprietor.

11. As far as I am concerned, I case managed these proceedings along with 10 other cases, consolidating 10 cases in four groups (on the basis that the revocation/invalidity actions related to different registrations for identical marks) the present two cases having been consolidated in one group.² However, in 3 instances, I considered that it was not appropriate to actually consolidate the cases. The evidence in each case is individual to each trade mark and different in detail as a result, but there is some overlap across the 13 cases I have case managed insofar as the proprietor relies on the same argument that it owns a large family of trade marks. Therefore, whilst I consider that some efficiencies of effort would be possible by myself ruling the determination of the cases I have case managed - hence I have decided to retain all

² Two cases are based on Section 3(1)(b), (c) and (d), the others (including the present ones) are all revocation actions based on non-use.

those cases for a decision - each decision will be made based on the evidence filed in each case, and the determination of the relevant issues in one case will not rule the determination of the other cases.³

DECISION

12. Section 46 of the Act states:

“46. - (1) The registration of a trade mark may be revoked on any of the following grounds-

(a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) [...]

(d) [...]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

³ Two cases (including CA000506240 which was initially part of these consolidated proceedings) were also subject to other revocation actions and are now closed.

(3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as is referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date”.

13. Given that the proprietor’s marks are comparable marks, paragraph 8 of part 1, schedule 2A is relevant. It reads:

“8.— Non-use as defence in infringement proceedings and revocation of registration of a comparable trade mark (EU)

(1) Sections 11A and 46 apply in relation to a comparable trade mark (EU), subject to the modifications set out below.

(2) Where the period of five years referred to in sections 11A(3)(a) and 46(1)(a) or (b) (the "five-year period") has expired before [IP completion day]—

(a) the references in sections 11A(3) and (insofar as they relate to use of a trade mark) 46 to a trade mark are to be treated as references to the corresponding EUTM; and

(b) the references in sections 11A and 46 to the United Kingdom include the European Union.

(3) Where [IP completion day] falls within the five-year period, in respect of that part of the five-year period which falls before [IP completion day]—

(a) the references in sections 11A(3) and (insofar as they relate to use of a trade mark) 46 to a trade mark, are to be treated as references to the corresponding EUTM ; and

(b) the references in sections 11A and 46 to the United Kingdom include the European Union”.

14. Section 100 is also relevant, which reads:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it.”

15. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology*

Inc v Laboratories Goemar SA [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversvereinigung Kamaradschaft 'Feldmarschall Radetsky'*[2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Merken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods or services, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Centrotherm* at [71]; *Leno* at [29]; *Ferrari* at [32].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37];

Verein at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no *de minimis* rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].”

[...]

107. [...] The General Court of the European Union has repeatedly held that genuine use of a trade mark cannot be proved by means of probabilities or suppositions, but must be demonstrated by solid and objective evidence of effective and sufficient use of the trade mark on the market concerned: see e.g. Case T-78/19 *Lidl Stiftung & Co KG v European Union Intellectual Property Office* [EU:C:2020:166] at [25]. It has also repeatedly held that the smaller the commercial volume of the exploitation of the mark, the more necessary it is for the proprietor to produce additional evidence to dispel any doubts as to the genuineness of its use: see e.g. *Lidl* at [33].”

16. Proven use of a mark which fails to establish that “*the commercial exploitation of the mark is real*” because the use would not be “*viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services protected by the mark*” is not, therefore, genuine use.⁴

17. As I have set out above, the proprietor’s marks are comparable marks based on earlier EU Trade Marks (“EUTMs”). This means that use of these marks in the EU prior to (and including) IP Completion Day (being 31 December 2020) is relevant to the present assessment.⁵ By virtue of being a Member State prior to this date, the UK still forms part of the relevant territory of the EU. From 1 January 2021 onwards, however, the relevant territory is the UK only.

18. I remind myself that there are multiple relevant periods for each mark in these proceedings. Those are: 29 June 2005 to 28 June 2010, 5 January 2011 to 4 January 2016, 5 January 2017 to 4 January 2022 and 27 June 2018 to 26 June 2023 (the first, second, third and fourth relevant period for the word-only mark) and 28 October 2016

⁴ *Jumpman*, Case BL O/222/16

⁵ See paragraph 4 of Tribunal Practice Notice 2/2020

to 27 October 2021, 28 October 2017 to 27 October 2022 and 27 June 2018 to 26 June 2023 (the first, second and third relevant period for the figurative mark).

19. While the relevant periods differ, Section 46(3) of the Act (which is reproduced above) states that the registration of a trade mark shall not be revoked if genuine use is resumed or commenced prior to a period of three months before the date of the application for revocation. Therefore, it can be said that so long as used is provided for the lattermost relevant period (but not the earlier relevant periods), each mark will survive revocation in respect of all relevant periods based on the later use. In its written submissions, the proprietor states: *“The application for revocation was filed on 29 June 2023, so the relevant five-year period for showing evidence of use is 29 June 2018 to 28 June 2023”*. The proprietor’s approach is therefore that the marks have been used during the last five-year period – although, I note, there is a difference of a few days between the period claimed by the applicant and that reported by the proprietor - and that the applications for revocation should be dismissed based on the alleged most recent use.

THE PROPRIETOR’S CONCESSIONS

20. Although in its defences the proprietor stated that the intention was to defend all of the goods and services covered by the registrations, the written submissions dated 7 May 2024 accompanying the proprietor’s evidence state that the evidence filed relates *“to class 39 and 43, in particular:*

Class 39

Transport; travel arrangement; travel information; transportation of passengers and travelers by air, land, sea and rail; airline services; arranging of transportation of passengers and travelers by land and sea; airline services; arranging, operating and providing facilities for cruises, tours, excursions and vacations; rental and hire of aircraft, vehicles and boats; chauffeur services; taxi services; bus services; coach services; rail services; airport transfer services; airport parking services; escorting of travelers; travel agency services; tourist office services; advisory and information services relating to the aforesaid services; information services relating to transportation services, travel

information and travel booking services provided on-line from a computer database or the Internet.

Class 43

temporary accommodation; provision of holiday accommodation; booking and reservation services for restaurants and holiday accommodation; hotel services; hotel reservation services.”

21. Although the word “*in particular*” does not exclude that the evidence might relate to services other than those specifically listed, the proprietor further clarifies that it “*does not seek to offer evidence pertaining to the other goods and services*”.

22. In its submissions in lieu, the applicant contends that although the proprietor did not apply to amend its defences, the written submissions of 7 May 2024 amount to an admission that the marks at issue have not been used, and should be revoked, for goods and services other than those identified by the proprietor. I agree. The proprietor’s position is clearly stated in the written submissions of 7 May 2024 and there is no requirement to amend the pleadings for a defence to be abandoned. Hence, I conclude that the proprietor’s defences in relation to the registered goods and services other those listed above have been implicitly abandoned insofar as the proprietor (a) did not explicitly concede that there has been no genuine use of the marks for goods and services other those listed above (b) but clearly identified the services listed above as being those in relation to which there has been genuine use and the revocation actions should be refused. The applicant also notes that the services identified by the proprietor as those in relation to which there has been genuine use are only some of the services covered by the figurative mark UK00915591555.⁶ As a result, the proprietor’s marks are to be revoked for the following (no longer defended) goods and services:

- i. The word-only mark UK00903034014 is revoked in its entirety with effect from the earliest date claimed, being 29 June 2010.

⁶ It also appears that the proprietor’s submissions of 7 May contain a typographical error in insofar as the proprietor argues that UK00002321977 should “be retained for the above class 39 and 43 services”, but UK00002321977 does not cover these classes.

- ii. The figurative mark UK00915591555 is revoked in relation to the following goods and services with effect from the earliest date claimed, being 28 October 2021:

Class 16: *Printed matter and publications; wrapping and packaging; books, manuals, pamphlets, newsletters, albums, newspapers, magazines and periodicals; tickets, vouchers, coupons and travel documents; identity cards; labels and tags; posters, postcards, calendars, diaries, photographs, gift cards and greeting cards; teaching and instructional materials; stationery, artists' materials, writing instruments, brochures, travel documents folders, guide books, travellers' cheques, badges, promotional and advertising material.*

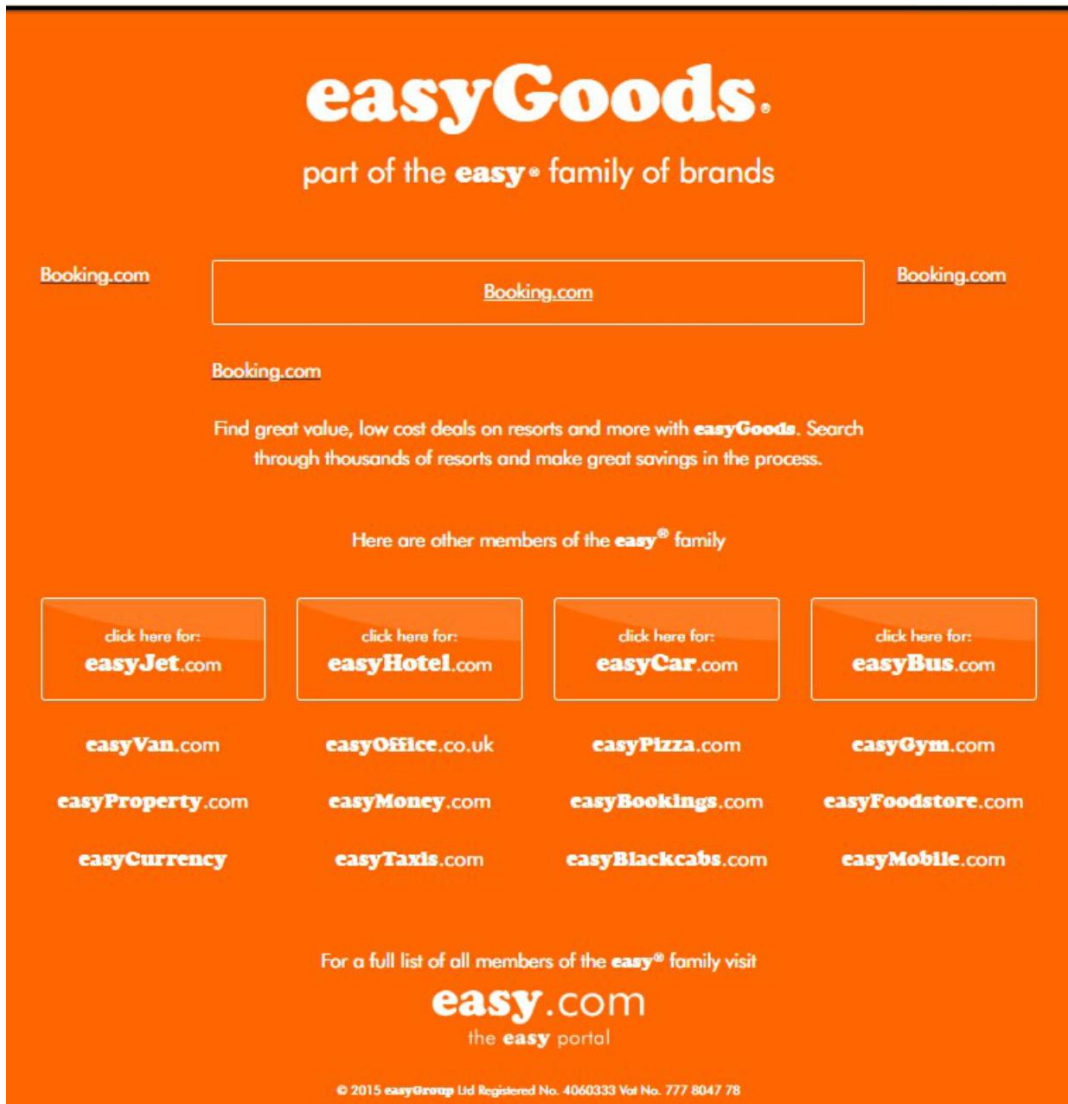
Class 39: *packaging and storage of goods; provision of car parking facilities; transportation of goods, by air, land, sea and rail; shipping services; airport check-in services; arranging of transportation of goods, passengers and travelers by land and sea; baggage handling services; cargo handling and freight services; chartering of aircraft; aircraft parking services.*

Class 43: *Services for providing food and drink; restaurant, bar and catering services; hotel services for the provision of facilities for exhibitions and conferences.*

GENUINE USE

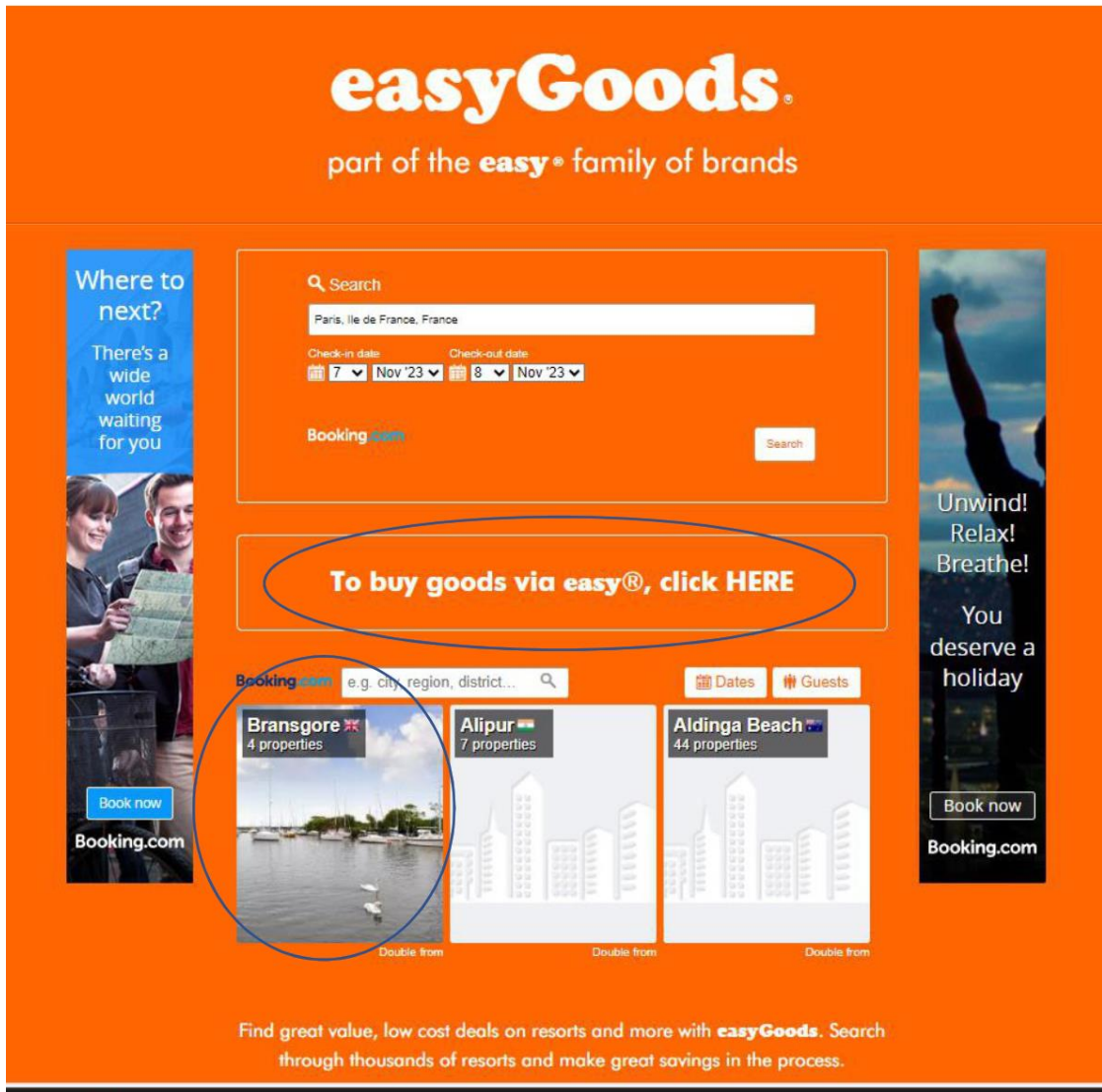
23. The first thing to note in relation to the proprietor's evidence is that it comes from its legal representatives. That does not mean that Mr Pixton is not duly authorised to file evidence on behalf of the proprietor. What it means is that the evidence given by Mr Pixton - who is not an officer of the proprietor – is based on what he has been told by the proprietor as he cannot have direct access to (and first-hand knowledge of) the proprietor's company records. In his opening paragraph, Mr Pixton acknowledges this fact and states that the information contained in his witness statement is either known to him personally, or is derived from the records of his firm to which he has full access, or from other sources which are identified, or has been conveyed to him by his client. Having clarified the above, Mr Pixton introduces the following exhibits:

- **Exhibit REP1:** This exhibit consists of extracts from the internet archive facility, the Way Back Machine showing the landing page of the website www.easyGood.co.uk as it appeared on various dates between 3 October 2016 and 26 March 2023. The pages are all the same and appear as follows:



The only comments made by the proprietor in relation to the relevance of this exhibit are contained in its written submissions of 7 May 2024 where it states that the “consistent use of the mark in question as part of the [EASY] family can be seen at Exhibit REP1, which contains extracts from the proprietor’s website at easygood.co.uk”. The proprietor further observes that this exhibit shows that “the proprietor has maintained an active website at this address for several years”.

- **Exhibit REP2:** This exhibit consists of three screenshots, one from the website www.easyGood.co.uk and two from the website www.booking.com. The screenshots are undated save for the printing date of 7 November 2023. Mr Pixton states that the two websites are linked through a partnership under “easyBooking.holiday”. The webpage from www.easyGood.co.uk looks like this:



In addition, one of the webpages from www.booking.com looks like this:

- Exhibit REP3:** This exhibit is a copy of an agreement called “*BOOKING.COM PARTNER AGREEMENT*” between easyGroup Ltd (referred as the “Partner”) and Booking.com B.V setting out “*the terms upon which Booking.com has agreed to enable Partner to make the Booking.com Platform and the Booking.com Service available to Visitors and Guests*”. The operative part of the document is an “*INSERTION ORDER*”. The order indicates that the parties agree to adopt an integration model through which the partner’s website(s) contain (or is linked to) a Booking.com Integration page. The partner’s websites listed are 20 easy-related domain names, namely easystay.com, easyRoommate.com, easyBooking.holiday, easyclickit.net, easyCome-easyGo.biz, easyDorm.com, easyEverything.com, easyExtras.biz, easyHoliday.com, easyHostel.com, easyKiosk.Travel, easyLand.travel, easyRamp.biz, easyRider.biz, easyTech.travel, easyUpdate.net, easyValue.com, easyWatch.com, easyWay.holiday, easyWeb.mobi. Significantly, none of the websites listed refer to the trade mark “easygood”, or “easygoods”. Further the order was signed on 05 April 2023 – hence, although the document falls within the most recent relevant period of 27 June 2018 to 26

June 2023, it is less than three months before the application for revocation was filed (and as such, it should be disregarded).

Exhibit REP4: This exhibit consists of a credit slip from easyGroup Ltd to Booking.com dated 2 July 2023 for “107 stayed bookings from 1 May 2023 to 31 May 2023” for a total of EUR 772.82. Mr Pixton states that this shows the commission received by easyGroup Ltd through its affiliation with booking.com.

Exhibit REP5: This exhibit consists of extracts from a spreadsheet, which Mr Pixton says provides a detailed breakdown of the commissions earned by the proprietor through the partnership with booking.com. As it can be seen from the table which I have reproduced below, none of the websites that are linked to booking.com refer to the trade mark “easygood”, or “easygoods”. Whilst I note that the website ‘easybooking.holiday’ is highlighted, there is no narrative explaining the link between the latter and the website www.easyGood.co.uk:

Booking.com
Stayed May23 to be paid in July23
Prepared by: Kerry
Date 0.07.23

Row Labels	Sum of Your commission
easy-apartments-to-rent.com Search Box	€205.54
easybooking.holiday	€121.28
easycome-easygo.biz	€14.78
easydorm.com	€19.02
easyeverything.com	€20.09
easyextras.biz	€2.80
easyHolidays.co.uk Search Box	€16.64
easyhostel.com	€71.52
easykiosk.travel	€6.64
easyland.travel	€0.00
easyramp.biz	€42.45
easyRamp.co.uk (copy)	€5.24
easyrider.biz	€2.99
easyroommate.com	€0.00
easystay.com	€183.32
easytech.travel	€15.77
easyupdate.net	€5.64
easyvalue.com	€9.64
easywatch.com	€15.08
easyWay.guide Search Box	€10.32
easyway.holiday	€4.06
Grand Total	€772.82

Exhibit REP6: This exhibit contains extracts from a Google Analytics report for the website www.easyGood.co.uk for the period 30 June 2022 to 30 June 2023. In its submissions of 7 May 2024, the proprietor states as follows:

“Exhibit REP6 shows the Google analytics data for the website as easygood.co.uk from August 2022 to June 2023, so within the relevant period. The data shows that the website was accessed by 243 unique users across the period. On page 3 of this exhibit, one can see that the vast majority of these users arrived at the page either from an Organic search or by directly entering the address. This shows the success of the proprietor in promoting the mark, and ties in with the promotional activity seen in the other exhibits.”

The report shows that between August 2022 and June 2023, easyGood.co.uk was accessed by 37 users from the UK (amounting to 15.61% of the total 237 users)⁷ and that 97.5% of users were new visitors as opposed to returning visitors. The average session duration was 8 seconds and, as the applicant pointed out, the bounce rate – which, the applicant states, is the percentage of visitors who neither click on an internal link, nor navigate to another page, nor stay on the website for over 10 seconds – was 96.71%, indicating a high percentage of disengaged users.

Exhibit REP 7: Mr Pixton states that this exhibit contains an extract from the website ‘easy.com’ dated 7 November 2023 (after the most recent five-year period) which shows a full list the brands under the easyGroup’s family of brands and includes ‘easyServices’ – this appears to be a typo as the mark at issue in these proceedings are easyGoods/easyGood. In its submissions of 7 May 2024, the proprietor states: *“The individual brand is strengthened by its use alongside other similar brands in the family”*. The first page of the website is reproduced below:

⁷ The number 243 to which the proprietor refers is the number of sessions. The number of users is shown as being 237.

easyEmail.org free email service f t

easy.com®

The **easy**® portal, home of the **easy**® family of brands.
 Click here for a full list in alphabetical order of the brands within the **easy**® family.

- [home](#) | [News](#) | [about us](#) | [easyHistory](#) | [the brand](#) | [Pitch it easy](#) | [new ideas](#) |
- [brand thieves](#) | [licences](#) | [Stelios.org](#) |

homepage / the brand / brand list date: 07 November 2023

the easy ® family of brands	FULL LIST OF THE easy ® FAMILY OF BRANDS		Year the trademark was registered
easyJet .com			
easyCar .com	easyMoney ®	Get up to 7.28% on investments backed by UK property	1998
easyHotel .com	easyWeb ®	Part of the easy ® family of brands	1998
easyBus .com	easyJet ®	The webs favourite airline, book your flight	1999
easyHistory .info	easyTech ®	Secure, reliable web hosting plans	1999
easySim .global	easyKiosk ®	Part of the easy ® family of brands	1999
easyNetworks .co.uk	easy ®	The portal site of all easyGroup ®	2000
easyHub .com			
easyStorage .com			

The exhibit contains 11 webpages listing over 150 brands incorporating the word “easy” which are claimed to belong to the “easy family of brands”. The brands listed appear to be registered trade marks and the year in which each mark was registered is also specified. The trade mark ‘easyGoods’ appears only once on page 3 and the date the mark was registered is shown as 2003 as it can be seen from below:

easyCruise.com	eazi ®	Part of the easy ® family of brands	2002
easyFoodstore.com	easyServices ®	Part of the easy ® family of brands	2003
easyMobile.com	easyProducts ®	Part of the easy ® family of brands	2003
easyBookings.com	easyGoods ®	Part of the easy ® family of brands	2003
easyEnergy.com	easyPizza ®	Simply delicious and delivered local Pizza	2003
easyArt.com	easyMusic ®	Great value karaoke options and accessories	2003

Exhibit REP 8: This exhibit contains undated images of what are described as “an advertisement made by easyGroup in the form of wallpaper at the Chancery lane Underground Station” and “an easyVan advertising the easyGroup family of brands, which includes easyGoods”. The images show the trade mark ‘easyGoods’ among a multitude of other EASY-related trade marks. There is no emphasis on the trade mark ‘easyGoods’ and the ovals around it do not appears to be part of the original advertisements but looks like something that has been drawn with a pencil or computer imaging software for the purpose of facilitating the identification of the marks within the evidence:



Exhibit REP9: The content of this exhibit is described by Mr Pixton as “an extract from Wikipedia regarding Chancery Lane Station and Temple Station dated 7 February 2020”. The extract explains that Chancery Lane and Temple are London underground stations.

24. That is the totality of the evidence filed by the proprietor. Indeed, in a revocation action based on allegations of non-use, one would expect the proprietor of the mark

under attack to file, at least, evidence of sales figures and invoices showing sales of goods and services under the mark. None of this has been provided in the present case.

25. In *Awareness Limited v Plymouth City Council*, Case BL O/236/13, Mr Daniel Alexander Q.C. as the Appointed Person stated that:

“22. The burden lies on the registered proprietor to prove use..... However, it is not strictly necessary to exhibit any particular kind of documentation, but if it is likely that such material would exist and little or none is provided, a tribunal will be justified in rejecting the evidence as insufficiently solid. That is all the more so since the nature and extent of use is likely to be particularly well known to the proprietor itself. A tribunal is entitled to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive. By the time the tribunal (which in many cases will be the Hearing Officer in the first instance) comes to take its final decision, the evidence must be sufficiently solid and specific to enable the evaluation of the scope of protection to which the proprietor is legitimately entitled to be properly and fairly undertaken, having regard to the interests of the proprietor, the opponent and, it should be said, the public.”

and further at paragraph 28:

“28. I can understand the rationale for the evidence being as it was but suggest that, for the future, if a broad class, such as “tuition services”, is sought to be defended on the basis of narrow use within the category (such as for classes of a particular kind) the evidence should not state that the mark has been used in relation to “tuition services” even by compendious reference to the trade mark specification. The evidence should make it clear, with precision, what specific use there has been and explain why, if the use has only been narrow, why a broader category is nonetheless appropriate for the specification. Broad statements purporting to verify use over a wide range by reference to the wording of a trade mark specification when supportable only in respect of a

much narrower range should be critically considered in any draft evidence proposed to be submitted.”

26. In *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL O/404/13, Mr Geoffrey Hobbs Q.C. as the Appointed Person stated that:

“21. The assessment of a witness statement for probative value necessarily focuses upon its sufficiency for the purpose of satisfying the decision taker with regard to whatever it is that falls to be determined, on the balance of probabilities, in the particular context of the case at hand. As Mann J. observed in *Matsushita Electric Industrial Co. v. Comptroller- General of Patents* [2008] EWHC 2071 (Pat); [2008] R.P.C. 35:

[24] As I have said, the act of being satisfied is a matter of judgment. Forming a judgment requires the weighing of evidence and other factors. The evidence required in any particular case where satisfaction is required depends on the nature of the inquiry and the nature and purpose of the decision which is to be made. For example, where a tribunal has to be satisfied as to the age of a person, it may sometimes be sufficient for that person to assert in a form or otherwise what his or her age is, or what their date of birth is; in others, more formal proof in the form of, for example, a birth certificate will be required. It all depends who is asking the question, why they are asking the question, and what is going to be done with the answer when it is given. There can be no universal rule as to what level of evidence has to be provided in order to satisfy a decision-making body about that of which that body has to be satisfied.

22. When it comes to proof of use for the purpose of determining the extent (if any) to which the protection conferred by registration of a trade mark can legitimately be maintained, the decision taker must form a view as to what the evidence does and just as importantly what it does not ‘show’ (per Section 100 of the Act) with regard to the actuality of use in relation to goods or services covered by the registration. The evidence in question can properly be assessed

for sufficiency (or the lack of it) by reference to the specificity (or lack of it) with which it addresses the actuality of use.”

27. I also note Mr Alexander’s comments in *Guccio Gucci SPA v Gerry Weber International AG*,⁸ where he stated:

“The Registrar says that it is important that a party puts its best case up front – with the emphasis both on “best case” (properly backed up with credible exhibits, invoices, advertisements and so on) and “up front” (that is to say in the first round of evidence). [...] The rule is not just “use it or lose it” but (the less catchy, if more reliable) “use it – and file the best evidence first time round – or lose it”.”

28. The key question in this case is whether there has been genuine use of the figurative mark ‘easyGood’ in connection with the defended services in classes 39 and 43 (as set out above at paragraph 20). The proprietor contends that the mark has been put to genuine use during the period 29 June 2018 – 28 June 2023. The applicant submits that the evidence taken as a whole does not demonstrate use (let alone genuine use) of the marks in connection with any of the registered goods and services.

29. The peculiarity of the present case is that the proprietor claims to be the owner of a large family of trade marks and to have made genuine use of the figurative mark ‘easyGood’ as one of the trade marks which makes up the family. This is a common underlying theme of the proprietor’s submissions in all the cases I have retained. One aspect of the proprietor’s case is that the ‘easyGood’ brand is strengthened by its inclusion alongside other brands in the family. In this connection, the proprietor states (emphasis added):

“The proprietor is the owner of a large family of brands. The common denominator in that family is the word easy conjoined to another word element so as to form a neologism. easyGood follows that formula. The business model includes licensing the use of its mark to licensees. The licensee is expected to

⁸ Case BL O/424/14.

follow the brand guidelines and terms of use. The industries and markets for these sub brands are varied, from cleaning products to dog walking, airlines services to banking.

In order to promote its goods and services, the proprietor regularly promotes the existence of a family of brands under the easy mark. The benefits of doing this include:

- i. to educate consumers that easy plus another word element indicates a product or service of the proprietor;*
- ii. to educate consumers that the easy family of brands extends across many marks and many industries; and*
- iii. to cross-sell other goods and services offered by the group.*

[...]

At Exhibit REP7, there is a list of brands on the proprietor's website including easyGood. The individual brand is strengthened by its use alongside other similar brands in the family.”

30. In addition, in its written submissions of 7 May 2024, the proprietor states:

“At the website easygood.co.uk, the sign easyGoods is prominently displayed at the top of the page. This reinforces that consumers looking for easyGoods are using easyGood, and vice versa. Consumers are prominently invited "to buy goods with easy, click HERE". Also on the home page is a co-branded portal to book travel and accommodation with booking.com, and properties listed on the site.

When consumers click on either the link "to buy goods via easy, click HERE", or enter details into the search box, they are taken to the booking.com pages as seen at Exhibit REP2. This page is branded "easyBooking.holiday part of the easy family of brands" in the same house style as the easyGood.co.uk page. It is clear to consumers that they are being taken to an affiliate page in

part of the same "easy" universe as easyGood. Here, consumers can book travel and accommodation in a co-branded initiative with booking.com and easyGroup. The pages are co-branded to make it clear this is a joint venture, so the proprietor retains some responsibility for the consumer journey through the booking process and subsequent customer experience. easyGroup is paid a commission for each booking entered into via this portal.

Exhibit REP3 shows a Partner Agreement Insertion order between easygroup and booking.com, as proof of this relationship. Exhibit REP4 is a copy of a credit slip from booking.com to easyGroup, with commission of 772.82 Euros payable to easyGroup for 107 stayed bookings from 2023-05-01 to 2023-05-31. That is within the relevant five year period. This snapshot of one's month's commission is supported in greater detail by Exhibit REP5, which gives a breakdown of the orders from the page branded "easyBooking.holiday part of the easy family of brands" from that month, showing where and for how long the booking was made. That is the page to which easyGood.co.uk resolves once the consumer has either clicked the link or entered the details described above.

Level of use

There is no de minimis threshold for proof of use in revocation matters. The proprietor must show genuine use of the mark to create or preserve market share, in the relevant period. From the exhibits, it is clear that the proprietor has been making genuine efforts to establish a market share under its mark, and indeed has established a commercial revenue stream under the sign easyGood. It is paid commission for bookings made via the website as easyGood.co.uk. Proof of the relationship and the bookings made, plus commission paid, has been supplied. If a customer was pleased with their subsequent experience, they would repeat it as easygood.co.uk. if they are displeased, they will take it up both with booking.com and with easyGroup. That shows that easyGood is being used as a trade mark, to denote the origin of goods and services."

31. The most relevant evidence in this case appears to be that aimed at supporting the alleged use of the figurative mark in relation to services consisting of online travel and accommodation booking; whilst it is arguable whether these services would fall within the scope of the registered (and defended) *travel agency services and information services relating to travel booking services provided on-line from a computer database or the Internet* in class 39 is not something I need to decide at this stage. However, they would definitely fall within the scope of *booking and reservation services for holiday accommodation and hotel reservation services* in class 43.

32. The reason why I take the view that these services would be the best case that could be made for the proprietor on the evidence, is that the proprietor claims that the website easyGood.co.uk contains a link to the website booking.com and that once the users click on that link or enter the details about their destination and check-in/check-out dates, they are taken to a page displaying the brand "*easyBooking.holiday part of the easy family of brands*" where they can book travel and accommodation "*in a co-branded initiative with booking.com and easyGroup.*"

33. The applicant made a number of criticisms in respect of the proprietor's evidence. In particular it argued that:

- The figurative mark featuring on the website easyGood.co.uk is *easyGoods* (plural) which is not the same as the registered mark *easyGood* (singular).
- There were only 37 UK users who visited the website easyGood.co.uk in the period between August 2022 and June 2023. Even if the website did offer any of the relevant services, which it does not, Exhibit REP6 shows that the number of people actively engaging with the easygood.co.uk website and clicking on any links or navigating to another page is negligible. With a bounce rate of 96.71%, that suggests that 3.29% of the 37 UK visitors engaged with the easygood.co.uk website – that is 1 person across the entire year.

- There is no other evidence showing services being offered – certainly no evidence of turnover or revenue being generated under the easyGood(s) marks has been provided.
- The evidence that the websites easygood.co.uk and booking.com are “*linked through a partnership under easyBooking.holiday*” is not supported by any evidence. Indeed, the Booking.com Partner Agreement does not support this statement.
- The proprietor’s written submissions state that the Booking.com section of the webpage shown at Exhibit REP2 is a “*co-branded portal to book travel and accommodation with booking.com*”. However, Exhibit REP2 is not from within the relevant period.
- There is no evidence that the Booking.com Partner Agreement involves easygood.co.uk; easygood.co.uk is not listed in that Agreement. Likewise, Exhibit RE5 seems to be a list of the websites from which commission has been earned – none of these is easygood.co.uk.
- The proprietor’s written submissions appear to suggest that the bookings generated through “easyBooking.holiday” have some relationship with easygood.co.uk. Whilst Exhibit REP2 suggests that in November 2023 users would be taken from easygood.co.uk to booking.com, there is no evidence this happened during the relevant period.
- The applicant’s primary position is that the evidence does not support the existence of a link to booking.com via the partnership with easybooking.holiday. In the alternative, if it is deemed that the websites easygood.co.uk and booking.com are linked through a partnership under easyBooking.holiday, then Exhibit REP6 does not support the conclusion that the figures provided in REP4 and REP5 are derived from easygood.co.uk rather than easyBooking.holiday or any other website similarly linked under that partnership. Exhibit REP6

shows only 1 person in the UK actively engaging with the site for the whole year.

- The list of websites on the easygood.co.uk website are not services provided under the easyGood mark: they are merely links to, and descriptions of, other brands owned by easyGroup, and so it appears (without further evidence) to be merely internal use.

34. Clearly, there are a number of shortfalls in the proprietor's evidence. However, the main problem with it really boils down to the fact that none of the documents filed proves that the proprietor has provided online travel and accommodation booking services (or any other services) under the mark easyGood during the relevant period.

35. Admittedly, the webpages exhibited at REP1 show that the proprietor has used the trade mark easyGood within the domain name easygood.co.uk during the relevant period, and that the landing page of the website easygood.co.uk displayed the figurative trade mark easyGoods. I consider that both uses amount to use of acceptable variants of the figurative mark at issue.⁹

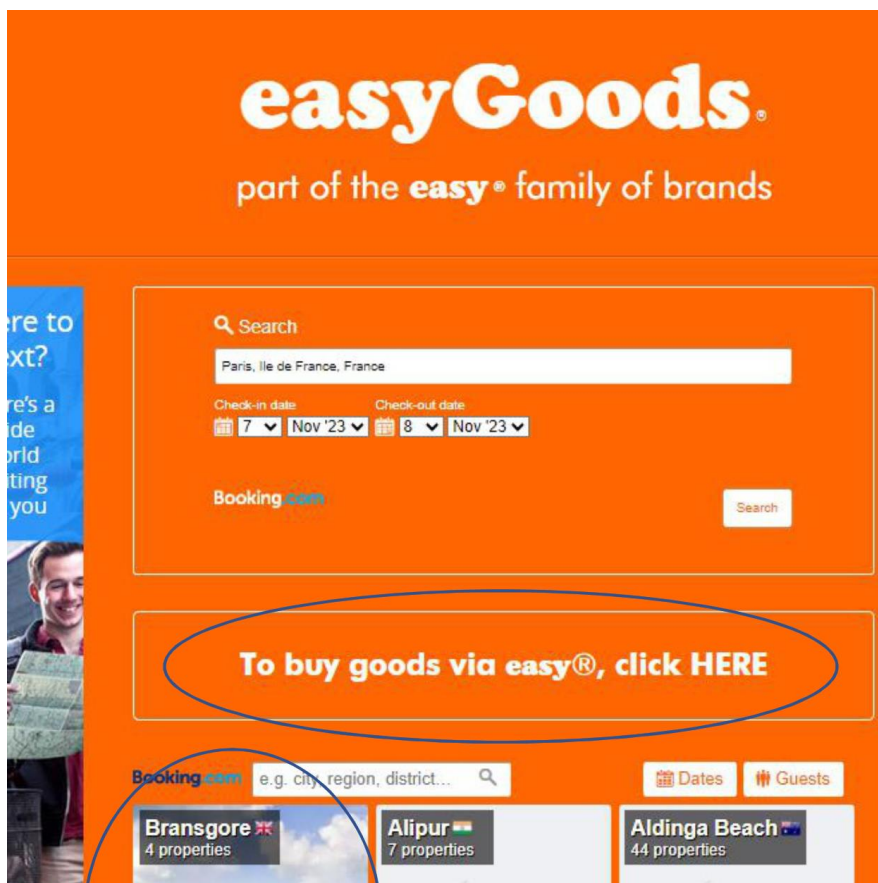
36. It is also admittedly clear that from 3 October 2016 up to 26 March 2023, the landing page of the website easygood.co.uk remained unaltered and it appeared as shown below:



⁹ *Lactalis McLelland Limited v Arla Foods AMBA*, BL O/265/22

37. As it can be seen, whilst the page displays links to booking.com and the phrase “Find great value, low costs deals on resorts and more with easyGood” purporting to offer the option of searching “thousands of resorts and make great saving in the process”, it does not contain any search option. This means that the user of that page could not have conducted any search for the purpose of booking travel and accommodation through easygood.co.uk during any of the relevant periods.

38. However, at some point between 26 March 2023 and 7 November 2023 (after the most recent relevant period and, significantly, after the applications for revocation were filed on 29 June 2023), the landing page of easygood.co.uk. was updated because on 7 November 2023 it appeared as follows:



39. In this connection, accepting what the proprietor said in its written submissions (which is not supported by evidence), if a consumer had either clicked on the link “to buy goods via easy, click HERE”, or entered the travel details into the search box, they would have been taken to the booking.com page which is reproduced below:



40. However, aside from the fact that this evidence is outside the most recent relevant period, and that the search option must have been added after the proprietor was notified of the present revocation actions, it is important to note that the Booking.com Partner Agreement is dated less than 3 months before the making of the applications for revocation (and, as such, it should be disregarded under Section 46(3)). Also, significantly, the agreement does not list easyGood.co.uk as one of the 20 websites through which the proprietor would make the booking.com platform available to visitors (through some sort of integration or link) and the trade mark easyGood does not appear on booking.com. Further, as shown by the table produced at Exhibit REP5, none of the bookings for which the proprietor received a commission were made through easyGood.co.uk, supporting the applicant's argument that there was only one engaged user in the period between August 2022 and June 2023 (and, I also note, during that period, the landing page of easyGood.co.uk did not contain any search option).

41. I now draw together all of the matters set out above to constitute the cumulative basis for my conclusion.

42. Whilst the evidence establishes that the domain name easyGood.co.uk resolved to a landing page during the relevant period, there is nothing in the evidence which is capable of proving that a fully functioning website was in operation at that domain name, and that the registered services (including the online booking of travel and

accommodation) were available to be purchased through that website. The landing page of easyGood.co.uk, as it appeared throughout the most recent relevant period, seems to have been used by the proprietor as a vehicle for promoting its own mark easyGood.co.uk as part of its own 'EASY' family of marks and provide links to other easy-related brands and websites. Whilst the links to booking.com on easyGood.co.uk would have allowed users who clicked on that link to book travel and accommodation, the booking services would have been provided through the booking.com website (which did not contain any reference to the mark easyGood or the website easyGood.co.uk) and users would understand booking.com as denoting the origin of the services. At most, users would have understood the links to booking.com on the website easyGood.co.uk as the sale of advertising space by the proprietor on its website easyGood.co.uk, however, advertising services are outside the scope of the registered specifications.

43. Further, whilst the presence of a search option on the most updated version of easyGood.co.uk might give the impression that bookings can be made through easyGood.co.uk, or that there is a relationship between easyGood and booking.com that goes beyond the mere sale of advertising space on easyGood (for example, a joint venture or an affiliation), that is all irrelevant because that evidence is dated after the revocation actions were filed (and after the most recent relevant period). In any event, those impressions would be temporarily, because having entered the search details, users would be taken to booking.com and would realise that they cannot make any bookings through easyGood.co.uk and would not associate the origin of the booking services with easyGood.co.uk. This is also in circumstances where users of the booking.com website were to note the reference to a partnership with easyBooking.holiday since that is a different mark. I do not find helpful in this connection the argument that easyGood and easyBooking.holiday belong to the same family of marks, otherwise the proprietor, who owns hundreds of registrations for easy-related marks, would be exonerated from the onus of proving genuine use for each mark by simply having multiple websites and providing linking between many different sites (including third-party websites).

44. According to the case-law, there is genuine use of a trade mark where the mark is used in accordance with its essential function, which is to guarantee the identity of the

origin of the goods or services for which it is registered in order to create or preserve an outlet for those goods and services; genuine use does not include token use for the sole purpose of preserving the rights conferred by the mark. The analysis of whether use of a mark is genuine cannot be confined merely to establishing that the mark has been used in the course of trade since that use must also be genuine. Not all proven commercial use can therefore automatically be deemed to constitute genuine use of the mark in question.¹⁰

45. Before I draw the threads together, I also refer to the evidence that the mark easyGood(s) has been promoted as part of the “EASY” family of marks and recite the fact that genuine use of the mark entails use of the mark on the market for the goods and services protected by that mark. Importantly, use of the mark must relate to goods or services already marketed or which are about to be marketed and for which preparations by the undertaking to secure customers are under way. This includes use in the form of advertising campaigns; however, the promotion of a trade mark cannot be an end in itself, as trade marks which are the subject of advertising activities must relate to goods or services already marketed or about to be marketed. In other words, the owner of a registered trade mark cannot promote the mark independently from the goods and services, as the *raison d'être* of a trade mark is to guarantee the identity of the origin of the goods or services for which it is registered.

46. In the present case, the evidence fails to establish that the registered services were offered under the mark easyGood. Further, the promotion of the mark easyGood as part of the proprietor’s ‘EASY’ family of marks but independently from the registered services is not compatible with the trade mark’s function as an indication of origin. The proprietor’s approach appears to conflate the consideration that the mark ‘easyGood’ has been promoted as belonging to the ‘EASY’ family of marks with the question of whether there had been in the relevant period genuine use of that mark in relation to the registered services. That approach is wrong in law and is not very helpful.

47. Genuine use of a mark cannot be proved by means of probabilities or presumptions, but must be demonstrated by solid and objective evidence of effective

¹⁰ *Reber* at [32]

and sufficient use of the trade mark on the market concerned. Even if the proprietor is right in saying that minimal use can be sufficient in order to be deemed genuine, it is still not enough to get it home. This is because for minimal use to be sufficient it must be real, which means warranted in the relevant economic sector to maintain or create a share in the market for the goods or services protected by the mark. The use of the mark 'easyGood' is not use on the market to distinguish the proprietor's services. The fact that the mark is promoted as belonging to the proprietor's family of 'EASY' marks does not supersede the requirement of genuine use, as a mark which is used as part of a family of marks is still subject to the same conditions regarding genuine use that apply to marks used independently.

48. The proprietor has failed to establish that the figurative mark UK00915591555 has been put to genuine use during any of the relevant periods (or at all) in relation to the defended services set out at paragraph 20. The evidence does not support the conclusion that there has been a real commercial exploitation of the mark on the market for the relevant services. For the sake of completeness, I should say that even without the concession of non-use, I would have made a finding of non-use in relation to all of the goods and services covered by the word-only mark UK00903034014 and the figurative mark UK00915591555.

49. The proprietor has not pleaded or formulated any submission an argument of "proper reason for non-use" so I do not need to consider anything further.

50. As there is no genuine use of the marks, the registrations are revoked in their entirety.

OUTCOME

51. The applications for revocation on the grounds of non-use therefore succeed under both Sections 46(1)(a) and 46(1)(b). The registrations will be revoked in respect of all the goods and services for which they are registered.

52. The effective dates of revocations are 29 June 2010 for the word-only mark UK00903034014 and 28 October 2021 for the figurative mark UK00915591555, the earliest dates requested by the applicant.

COSTS

53. The applicant has been successful and is, therefore, entitled to a contribution towards its costs based upon the scale published in Tribunal Practice Notice 1/2023. In the circumstances, I award the applicant sum of £2,100, calculated as follows:

Preparing the revocation applications and considering the counterstatements:	£800
Considering the evidence	£500
Written submissions:	£400
Official fees (x2):	£400
Total	£2,100

54. I therefore order easyGroup Ltd to pay The Support Group (UK) Limited the sum of £2,100. This sum is to 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 5th day of February 2025

TERESA PERKS
For the Registrar