O/0615/25

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF APPLICATION NO. 3888021

BY CHAMELEON COLLECTIVE INC.

AND

THE OPPOSITION THERETO UNDER NO. 441666

BY COLLECTIVE

AND

IN THE MATTER OF UK REGISTRATION NO. 3668194

IN THE NAME OF COLLECTIVE

AND

THE APPLICATION FOR A DECLARATION OF THE INVALIDITY THEREOF UNDER NO. 506546

BY CHAMELEON COLLECTIVE INC.

BACKGROUND AND PLEADINGS

1. On 13 March 2023, Chameleon Collective Inc. ("Chameleon") applied to register **COLLECTIVE OS** as a trade mark in the United Kingdom in respect of the following service:

> *Class 42*
> *Software as a service (SAAS) featuring software for running professional services firm and developing business relationships with other members.*

2. On 29 June 2023, the application was opposed by Collective ("Collective"). The opposition is based on section 5(2)(b) of the Trade Marks Act 1994 ("the Act") and concerns all the services applied for. Collective is relying on UKTM No. 3668194, **COLLECTIVE**, which has a UK filing date of 13 July 2021 and a registration date of 18 February 2022. The mark is registered for the following goods and services:

> *Class 9*
> *Downloadable software in the nature of a mobile application; Project management software, communication software and software for collaboration between users; File and document management software; Software for scheduling and planning; Software for facilitating the exchange of information via the internet featuring collaborative tools; Information sharing software for facilitating collaborative work and interactive discourse.*
>
> *Class 36*
> *Financial transaction services; Conducting of financial transactions on-line; Bill payment services; Preparation of quotes for cost estimation purposes; Bill tracking and payment services; Financial information processing; Payment processing; Remote payment services; Facilitating and arranging financing.*
>
> *Class 41*
> *Coaching; Occupationally orientated instruction; Arranging and conducting of colloquiums; Arranging and conducting of conferences; Arranging and conducting of congresses; Arranging and conducting of workshops and seminars.*

Class 42

Design, development and programming of computer software; Providing temporary use of online non-downloadable software for personnel recruitment and for matching self-employed persons with others; Platform as a service [PaaS]; Software as a service [SAAS] featuring software for computerized file management, project management, electronic data storage and electronic communications, for communication and collaboration between users, and for the sharing of data, images and files; Software as a service [SAAS] featuring software for the integration of applications and software; Information, data, advice and consultancy services for computer project management services and digitization of documents; Software as a service [SAAS] featuring software allowing for communication and sharing of resources between members of an online work team and for tracking time, tasks, expenses and other project management data; Hosting of websites for others.

Class 45

Online social networking services.

3. The application for this mark was made pursuant to Article 59 of the Withdrawal Agreement between the United Kingdom and the European Union. This provision allowed those who had pending EU Trade Marks ("EUTMs") at the end of the Implementation Period to file a comparable UK application and claim the filing or priority date of the earlier EUTM as the priority date for the UK application. The applicant had a relevant pending EUTM (No. 18337601). It filed the comparable UK trade mark application within the nine-month period allowed for doing so. Therefore, in accordance with section 6(2A) and paragraph 25 of Schedule 2A of the Act, the applicant is entitled to rely on the filing date of its EUTM as the priority date for its comparable UK application for the purpose of establishing which rights take precedence. This means that the filing date of the EUTM, which was 12 November 2020, is the relevant date for determining priority vis-à-vis any conflicting third party trade marks or applications.

4. In the opposition, Collective is relying on the goods and services in Classes 9, 42 and 45.

5. Collective claims that the marks are highly similar and, but for the letters “OS” at the end of the applied-for mark, identical. Collective argues that “OS” stands for “Operating System”, which is descriptive for the services in the application. It also claims that the applied-for services are identical or similar to the earlier goods and services relied on. Consequently, there is a likelihood of confusion on the part of the public, including a likelihood of association.

6. On 3 October 2023, Chameleon filed a defence and counterstatement denying the claims made. Five days prior to this, it filed an application to have Collective’s mark declared invalid under the provisions of section 3(1)(b) and 3(1)(c) of the Act which are relevant in invalidation proceedings under section 47 of the Act.

7. Under section 3(1)(c), Chameleon claims that Collective’s mark is descriptive in relation to all the goods and services for which the mark is registered and provides the following definitions of the term “COLLECTIVE”:

Cambridge Dictionary

- of or shared by every member of a group of people, for example, a collective decision/effort, collective responsibility/leadership
- an organisation or business that is owned and controlled by the people who work in it
- done or shared by every member of a group, for example, to take collective responsibility for board decisions.

Online Oxford Learner’s Dictionaries

- done or shared by all members of a group of people; involving a whole group or society
- used to refer to all members of a group.

8. Chameleon claims that the word “COLLECTIVE” conveys a direct and specific meaning to the relevant public that the mark refers to software and software-related services aimed at project management, communication and collaboration between

users in a kind of collective. It asserts that it is therefore descriptive.[1] It then refers to *"the collective and/or collaborative nature of the goods and services".*[2] Finally, it claims that *"… the business model behind the contested mark can be described as aimed at allowing freelancers to come together and work as a group. Alternatively, it can be described as a freelance collective."*[3]

9. Under section 3(1)(b), Chameleon claims that Collective's mark is devoid of distinctive character, as it is descriptive and because *"it is obvious that the word COLLECTIVE alone is nothing more than a generic and commonly used word".*[4]

10. Collective filed a defence and counterstatement denying these claims. It does not admit the dictionary definitions filed by Chameleon and, even so, argues that definitions from two online dictionaries are insufficient to prove that the relevant public would perceive its mark as descriptive. It also claims that the Collective mark does not directly refer to the contested goods and services or to features of them, and so further reflection and mental effort is required on the part of the relevant public to associate the word "COLLECTIVE" with the goods and services. It also denies that the Collective mark is devoid of distinctive character under section 3(1)(b) of the Act.

11. The proceedings were consolidated on 3 January 2024.

12. In these proceedings, Collective is represented by Palmer Biggs IP and Chameleon by Katarzyna Eliza Binder-Sony.

PROCEDURAL ISSUES

13. The parties were set a deadline for filing evidence of 4 March 2024. Collective wrote to the Registry on 27 February to say that it did not intend to file evidence or submissions. Nothing was received from Chameleon and so the Registry wrote to both parties on 25 March 2024 stating that, as no evidence had been filed, the cancellation application would, in accordance with Rule 20(3) of the Trade Marks Rules 2008, be deemed withdrawn. A deadline of 2 April 2024 was given for either party to put forward reasons why this action should not be taken. As no reasons were given, the Registry

[1] Statement of grounds, paragraph 20.
[2] Paragraph 21.
[3] Paragraph 22.
[4] Paragraph 28.

wrote to the parties on 23 April 2024 confirming the preliminary view and setting deadlines for requesting a hearing or filing written submissions in lieu of a hearing. A further letter was sent on 16 May 2024 to clarify that the cancellation would be withdrawn. Collective had indicated that it did not intend to request a hearing or file written submissions in lieu.

14. Chameleon filed written submissions on 21 May 2024. It disagreed with the withdrawal of the cancellation. The Registry wrote to the parties on 13 June 2024 noting that it was the preliminary view of the Registry that the cancellation application remained withdrawn.

15. I held a Case Management Conference ("CMC") on 2 July 2024 which was attended by Katarzyna Binder-Sony, representing Chameleon. Collective did not attend. I considered that, as dictionary definitions had been provided in the cancellation application and the word was in common English usage, that it was appropriate to overturn the preliminary view. I had taken account of the public interest that marks lacking distinctiveness should not be on the register, and that it was therefore appropriate to decide the issue on the merits. I reset the deadlines for requesting a hearing and filing written submissions in lieu.

16. Chameleon filed written submissions on 30 July 2024. Collective did not file any.

PRELIMINARY POINTS

17. In its defence to the cancellation application, Collective notes that the application for the mark was refused under sections 3(1)(b) and (c) only in respect of services in Classes 35 and 38. While it acknowledges that the decision of the examiner may not be binding, it argues that *"Allowing the registration of the contested mark to be cancelled on the absolute grounds relied upon by the cancellation applicant would be in direct contrast to the decision previously reached by the UKIPO examiner and would undermine the principles of sound administration and legal certainty."* The decision of the examiner is, indeed, not binding on me. I note that in *BREXIT Trade Mark*, BL O-262-18, Mr James Mellor QC (as he then was) said at paragraph 11 of his decision that *"… just because a mark is on the Register does not mean it will be held valid when challenged".* The law provides an opportunity to challenge the outcome of the examination process and hearing officers are required to take a fresh look at such

cases. I cannot see how doing so would undermine the principles of sound administration and legal certainty.

18. Collective also argues that Chameleon made the cancellation application in bad faith and as a defence against the opposition filed against **COLLECTIVE OS**. It says:

> "15. In paragraphs 7 and 8 of its statement of grounds the cancellation applicant reminds the UKIPO that it is prohibited to register marks which consist exclusively of signs or indications which may serve, in trade, to designate characteristics of goods or services, the rationale being that it is in the public interest that descriptive signs should be freely used. In complete conflict with this assertion the cancellation applicant applied to register the mark 'Collective OS' under trade mark application no. UK00003888021 on 13 March 2023 in relation to services that are included in the specifications of the contested goods and services, namely in relation to *'Software as a service (SAAS) featuring software for running professional services firm and developing business relationships with other members'* in class 42. The term 'OS' in the cancellation applicant's trade mark stands for nothing other than 'operating system' and is accordingly entirely descriptive and adds nothing to its trade mark."

19. It is not uncommon for trade mark applicants, when faced with an opposition, to make an application to cancel any earlier marks that are being relied on by an opponent. Furthermore, Chameleon has not admitted that "OS" stands for "operating system". I note that Collective has not made any further submissions on these allegations or argued that it should receive an award of off-scale costs as a result of alleged bad faith. Therefore, I shall say no more about these comments.

20. Finally, I need to say something about Chameleon's submissions. Both sets of submissions include exhibits, containing printouts from websites. These exhibits have not been filed in a proper evidential format. Chameleon had an opportunity to file these exhibits earlier in the proceedings and has not made any requests to file late evidence. Therefore, I shall disregard them.

RELEVANCE OF EU LAW

21. 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.

DECISION

The Invalidity Application

22. The relevant parts of section 47 of the Act are as follows:

> "(1) The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 3 or any of the provisions referred to in that section (absolute grounds for refusal of registration).
>
> Where the trade mark was registered in breach of subsection (1)(b), (c) or (d) of that section, it shall not be declared invalid if, in consequence of the use which has been made of it, it has after registration acquired a distinctive character in relation to the goods or services for which it is registered.
>
> …
>
> (5) Where the grounds of invalidity exist in respect of only some of the goods or services for which the trade mark is registered, the trade mark shall be declared invalid as regards those goods or services only.
>
> …
>
> (6) Where the registration of a trade mark is declared invalid to any extent, the registration shall to that extent be deemed never to have been made:
>
> Provided that this shall not affect transactions past and closed."

23. Sections 3(1)(b) and 3(1)(c) are as follows:

"The following shall not be registered-

…

(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,

…"

24. The relevant date for determining whether the trade mark is subject to refusal on the absolute grounds set out in section 3 of the Act is the actual filing date of the application in the UK, i.e. 13 July 2021.

25. The grounds are independent and have different general interests. It is possible for a mark not to fall foul of section 3(1)(c) but still be objectionable under section 3(1)(b): see *SAT.1 SatellitenFernsehen GmbH v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)*, Case C-392/02 P, paragraph 25. However, where a mark is descriptive of the goods or services for which it is registered, it necessarily lacks the required distinctiveness to avoid objection under section 3(1)(b). I therefore begin by considering the claim under section 3(1)(c).

Section 3(1)(c)

26. The case law under section 3(1)(c) (corresponding to Article 7(1)(c) of the EUTM Regulation, formerly Article 7(1)(c) of the CTM Regulation) was set out by Arnold J (as he then was) in *Starbucks (HK) Ltd v British Sky Broadcasting Group Plc* [2012] EWHC 3074 (Ch) as follows:

"91. The principles to be applied under art. 7(1)(c) of the CTM Regulation were conveniently summarised by the CJEU in *Agencja Wydawnicza Technopol sp. z o.o. v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)* (C-51/10 P) [2011] E.T.M.R. 34 as follows:

‘33. A sign which, in relation to the goods or services for which its registration as a mark is applied for, has descriptive character for the purposes of Article 7(1)(c) of Regulation No 40/94 is – save where Article 7(3) applies – devoid of any distinctive character as regards those goods or services (as regards Article 3 of First Council Directive 89/104/EEC of 21 December 1988 to approximate the laws of the Member States relating to trade marks (OJ 1989 L40, p. 1), see, by analogy, [2004] ECR I-1669, paragraph 19; as regards Article 7 of Regulation No 40/94, see *Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) v Wm Wrigley Jr & Co* (C-191/01 P) [2004] 1 W.L.R. 1728 [2003] E.C.R. I-12447; [2004] E.T.M.R. 9; [2004] R.P.C. 18, paragraph 30, and the order in *Streamserve v OHIM* (C-150/02 P) [2004] E.C.R. I-1461, paragraph 24).

36. … due account must be taken of the objective pursued by Article 7(1)(c) of Regulation No 40/94. Each of the grounds for refusal listed in Article 7(1) must be interpreted in the light of the general interest underlying it (see, inter alia, *Henkel KGaA v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)* (C-456/01 P) [2004] E.C.R. I-5089; [2005] E.T.M.R. 44, paragraph 45, and *Lego Juris v OHIM* (C-48/09 P), paragraph 43).

37. The general interest underlying Article 7(1)(c) of Regulation No 40/94 is that of ensuring that descriptive signs relating to one or more characteristics of the goods or services in respect of which registration as a mark is sought may be freely used by all traders offering such goods or services (see, to that effect, *OHIM v Wrigley*, paragraph 31 and the case-law cited).

38. With a view to ensuring that that objective of free use is fully met, the Court has stated that, in order for OHIM to refuse to register a sign on the basis of Article 7(1)(c) of Regulation No 40/94, it is not necessary that the sign in question actually be in

use at the time of the application in a way that is descriptive. It is sufficient that the sign could be used for such purposes (*OHIM v Wrigley*, paragraph 32; *Campina Melkunie*, paragraph 38; and the order of 5 February 2010 in *Mergel and Others v OHIM* (C-80/09 P), paragraph 37).

39. By the same token, the Court has stated that the application of that ground for refusal does not depend on there being a real, current or serious need to leave a sign or indication free and that it is therefore of no relevance to know the number of competitors who have an interest, or who might have an interest, in using the sign in question (Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee* [1999] E.C.R. I-2779, paragraph 35, and Case C-363/99 *Koninklijke KPN Nederland* [2004] E.C.R. I-1619, paragraph 38). It is, furthermore, irrelevant whether there are other, more usual, signs than that at issue for designating the same characteristics of the goods or services referred to in the application for registration (*Koninklijke KPN Nederland*, paragraph 57).

And

46. As was pointed out in paragraph 33 above, the descriptive signs referred to in Article 7(1)(c) of Regulation No 40/94 are also devoid of any distinctive character for the purposes of Article 7(1)(b) of that regulation. Conversely, a sign may be devoid of distinctive character for the purposes of Article 7(1)(b) for reasons other than the fact that it may be descriptive (see, with regard to the identical provision laid down in Article 3 of Directive 89/104, *Koninklijke KPN Nederland*, paragraph 86, and *Campina Melkunie*, paragraph 19).

47. There is therefore a measure of overlap between the scope of Article 7(1)(b) of Regulation No 40/94 and the scope of Article 7(1)(c) of that regulation (see, by analogy, *Koninklijke KPN*

Nederland, paragraph 67), Article 7(1)(b) being distinguished from Article 7(1)(c) in that it covers all the circumstances in which a sign is not capable of distinguishing the goods or services of one undertaking from those of other undertakings.

48. In those circumstances, it is important for the correct application of Article 7(1) of Regulation No 40/94 to ensure that the ground for refusal set out in Article 7(1)(c) of that regulation duly continues to be applied only to the situations specifically covered by that ground for refusal.

49. The situations specifically covered by Article 7(1)(c) of Regulation No 40/94 are those in which the sign in respect of which registration as a mark is sought is capable of designating a 'characteristic' of the goods or services referred to in the application. By using, in Article 7(1)(c) of Regulation No 40/94, the terms 'the kind, quality, quantity, intended purpose, value, geographical origin or the time of production of the goods or of rendering of the service, or other characteristics of the goods or service', the legislature made it clear, first, that the kind, quality, quantity, intended purpose, value, geographical origin or the time of production of the goods or of rendering of the service must all be regarded as characteristics of goods or services and, secondly, that that list is not exhaustive, since any other characteristics of goods or services may also be taken into account.

50. The fact that the legislature chose to use the word 'characteristic' highlights the fact that the signs referred to in Article 7(1)(c) of Regulation No 40/94 are merely those which serve to designate a property, easily recognisable by the relevant class of persons, of the goods or the services in respect of which registration is sought. As the Court has pointed out, a sign can be refused registration on the basis of Article 7(1)(c) of Regulation No 40/94 only if it is reasonable to believe that it will

> actually be recognised by the relevant class of persons as a description of one of those characteristics (see, by analogy, as regards the identical provision laid down in Article 3 of Directive 89/104, *Windsurfing Chiemsee*, paragraph 31, and *Koninklijke KPN Nederland*, paragraph 56).'
>
> 92. In addition, a sign is caught by the exclusion from registration in art.7(1)(c) if at least one of its possible meanings designates a characteristic of the goods or services concerned: see *OHIM v Wrigley* [2003] E.C.R. I-12447 at [32] and *Koninklijke KPN Nederland NV v Benelux-Merkenbureau* (C-363/99) [2004] E.C.R. I-1619; [2004] E.T.M.R. 57 at [97]."

27. In *Matratzen Concord AG v Hukla Germany SA*, Case C-421/04, the Court of Justice of the European Union ("CJEU") held that:

> "24. In fact, to assess whether a national trade mark is devoid of distinctive character or is descriptive of the goods or services in respect of which its registration is sought, it is necessary to take into account the perception of the relevant parties, that is to say in trade or amongst average consumers of the said goods or services, reasonably well-informed and reasonably observant and circumspect, in the territory in respect of which registration is applied for (see Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee* [1999] ECR I-2779, paragraph 29; Case C-363/99 *Koninklijke KPN Nederland* [2004] ECR I-1619, paragraph 77; and Case C-218/01 *Henkel* [2004] ECR I-1725, paragraph 50)."

28. For a sign to be caught by the prohibition set out in section 3(1)(c), there must be a sufficiently direct and specific relationship between the sign and the goods or services for which it is registered, or sought to be registered, to enable the public concerned immediately to perceive, without further thought, a description of the goods or services in question or one of their characteristics: see *Metso Paper Automation Oy v OHIM - PAPERLAB*, Case T-19/04, paragraph 25.

29. There is no dispute between the parties that the average consumer is a member of the general public or a specialist consumer, depending on the good or service at

issue. When I am considering the goods and services, I shall make clear which of these types of consumer is, in my view, relevant.

30. I have already given my view that “COLLECTIVE” is a word that is common in the English language. The definitions provided by Chameleon in its statement of grounds accord with my understanding of the term.

31. Chameleon submitted that the word would also be understood to describe a collaborative group of professionals:

> “2. Globalisation, coupled with advancements in technology, has created a shift in the traditional employer-employee relationship. The rapidly evolving professional landscape is characterised by an increasing reliance on collaborative groups of professionals, commonly referred to as collectives. This transformation is driven by several factors, including the need for diverse skill sets, specialised knowledge, and adaptive structures in response to dynamic market demands.
>
> 3. One of the primary drivers behind the emergence of collectives is globalisation. As businesses expand their operations across borders and enter new markets, they encounter diverse challenges that require specialised expertise. In this context, traditional hierarchical structures often prove inadequate in harnessing the full potential of a diverse workforce. Collectives, on the other hand, leverage the collective intelligence and diverse skills sets of their members to tackle complex problems and capitalise on emerging opportunities in global markets.”[5]

32. I have no evidence to support these assertions, which, in my view, go beyond the brief dictionary definitions. In these final written submissions, Chameleon refers me to an article on the Enlivening Edge website from 2016 entitled “How freelancers are reinventing work through new collective enterprises”. It claims that this article *“provides a clear demonstration of how the term ‘collective’ is commonly employed within the industry to denote collaborative aspects of the services provided.”*[6] As I have already noted, the article (along with the other exhibits to the submissions) has not been

[5] Written submissions in lieu of a hearing.
[6] Paragraph 16.

admitted as evidence, but, even if it had been, I have no information on the reach of this website and would be reluctant to take a single article as proof that the average consumer would perceive a word in a particular way.

33. This leaves me with just the dictionary definitions. The fact that a word is listed in the dictionary does not in itself make it an ordinary word that would be understood by the average consumer. Dictionaries contain many words that are obscure to all but the most specialist of consumers.

34. I consider that the average consumer of these goods and services would perceive the word “collective” as meaning something that is done or is shared by every member of a group, as in the phrases “collective decision” and “collective responsibility”, which, in my view, are part of ordinary English usage. While I consider that the average consumer could be aware that the word is used to describe an organisation, I have more difficulty in accepting, without corroborating evidence of its use, that they would understand it to convey any meaning about the ownership and control of that organisation, or, as submitted by Chameleon, that it denotes a group of freelancers or professionals with diverse skills.

35. At this stage, I note that Chameleon at times appears to use the words “collective” and “collaborative” (and their variants) essentially synonymously, or at least to blur the concepts. As an example, I refer to the start of paragraph 21 of Chameleon’s statement of grounds, but similar passages may be found in its submissions:

> “The collective and/or collaborative nature of the goods and services covered by the specification of the contested mark is not only obvious, but also on many occasions explicitly mentioned. For example: ‘Software for facilitating the exchange of information via the internet featuring **collaboration** tools’; ‘software for use in sharing information for the facilitation of **collaborative** working and interactive discussions’; ‘Business **networking** services’…”

36. I agree that the word “collaborative” would be understood to mean that people are working together, but I do not accept that it has the precise meaning of “collective”, i.e. that something is done or shared by every member of the group, as opposed to merely some of them.

37. The correct approach to assessing whether a mark is descriptive in relation to a specific product or service was described by Dr Brian Whitehead, sitting as the Appointed Person, in *Dr Kurt Wolff GmbH & Co KG v Coswell S.P.A.*, BL O/0301/25:

> "36. The Court of Appeal in *J. W. Spear v Zynga* [2015] FSR 19 analysed the law on descriptiveness and gave approval to the analysis of the Advocate-General in his opinion in *DOUBLEMINT* [2003] ECR I-2447 at [61]-[64], in which he identified the following as the relevant question for determining whether a mark is descriptive in relation to a specific product:
>
> > '(i) how factual and objective is the relationship between an indication and the product or one of its characteristics? (ii) how readily is the message of the indication conveyed? and (iii) how significant or central to the product is the characteristic? Asking these questions will assist a fact-finding tribunal to determine whether it is likely that a particular indication may be used in trade to designate a characteristic of goods.'
>
> 37. That approach necessitates a product by product (or service by service) analysis. Whereas it is permissible to consider goods or services in groups, care must be taken to ensure that all members of each group share the same characteristics…"

Class 9

38. These goods are all types of software. Chameleon submits that:

> "5. Overall, the term communicates the collaborative nature and communal spirit offering [sic] goods like software for collaborative working and interactive discussions in Class 9 … where the term resonates with the collaborative nature of modern business practices."[7]

39. Chameleon's claim was that the software enables users *"who are intended to for a kind of collective"* to communicate and collaborate with each other and manage projects. It is not entirely clear from this whether "collective" is argued to be descriptive

[7] Written submissions in lieu of a hearing.

of the users of the software or of its purpose. The legislature did not set out an exhaustive list of characteristics of goods and services that are relevant to an assessment of descriptiveness. However, I refer to paragraph 50 of *Agencja Wydawnicza*, quoted by Arnold J (as he then was) in the passage from *Starbucks (HK) Ltd* reproduced above at paragraph 26. It is established case law that the property needs to be easily recognisable by the average consumer, who, in the case of these goods, is likely to be a business or other organisation.

40. In my view, the word "collective" on its own does not describe the software, its functions or what it enables users to do. The goods will be used by different types of organisations, regardless of their structure. In my view, the average consumer would have to take a number of mental steps to make the connection between the mark and the goods. I find that the mark is not descriptive for these goods.

Class 36

41. Chameleon submits that, in respect of these services, the word "COLLECTIVE" *"can denote the pooling of resources and efforts towards common financial goals as well as skilled professionals offering their financial services through the mobile application or computer software"*.[8] I think it is worth noting again here that the relationship between the sign and the services needs to be sufficiently direct and specific for the public concerned to perceive, without further thought, a description of the services or one of their characteristics. The purpose of these services is the management and processing of payments, arranging financing for projects or organisations, preparation of cost estimates, and processing financial information. The average consumer is likely to be a business or organisation, but some of the services, such as *Remote payment services*, may also be purchased by members of the general public. In my view, establishing a relationship between the word "COLLECTIVE" and the Class 36 services requires a few mental steps on the part of the average consumer. I find that the mark is not descriptive with respect to the Class 36 services.

[8] Paragraph 6.

Class 41

42. Chameleon has made no specific submissions on these services. Indeed, the first paragraph of the final written submissions refers to Classes 9, 35, 36, 38, 42 and 45.[9] I do not consider that it would be appropriate to make Chameleon's case for it, so I shall confine myself to assessing its overarching submission that the goods and services covered by the mark have a collective and/or collaborative nature.

43. The purpose of the Class 41 services is to develop the skills and/or knowledge of the participants. The average consumer is likely to be a business or organisation, a professional or a member of the general public. I accept that all the services may be delivered to groups of people, but I do not consider that there is the necessary direct and specific relationship between the mark and the services. As with the goods and services already discussed, the average consumer must go through several steps of reasoning to make a connection between the services and the term 'COLLECTIVE'. I find that the mark is not descriptive for these services.

Class 42

Software as a service [SAAS] featuring software for computerised file management, project management, electronic data storage and electronic communications, for communication and collaboration between users, and for the sharing of data, images and files; Software as a service [SAAS] featuring software allowing for communication and sharing of resources between members of an online work team and for tracking time, tasks, expenses and other project management data.

44. Software as a Service means that users access software applications through the internet, without needing to download them. The service provider deals with all the maintenance and updates of the software. The average consumer is likely to be a business or other organisation. The above services concern software intended to facilitate collaborative working. I discussed the equivalent goods in paragraphs 38 to 40 above. In my view, Collective's mark is also not descriptive for these services.

[9] The mark was refused registration at examination stage for the applied-for services in Classes 35 and 38.

Software as a service [SAAS] featuring software for the integration of applications and software

45. In contrast, the software that is the subject of this service has a different purpose, namely, enabling two or more applications or pieces of software to work together, to create more streamlined processes and share data. Chameleon's submissions focus on database management, project management and communication among users. I accept that the above service could be used to connect some of those types of software, but it seems to me unlikely that traders would want to use the word "COLLECTIVE" to describe the service of providing access to the software that enables the integration of such software. The relationship is not, in my view, sufficiently direct and specific. I find that the mark is not objectionable under section 3(1)(c) for these services.

Design, development and programming of computer software; Providing temporary use of online non-downloadable software for personnel recruitment and for matching self-employed persons with others; Platform as a service [PaaS]; Information, data, advice and consultancy services for computer project management services and digitization of documents; Hosting of websites for others.

46. Chameleon's submissions on the Class 42 services focus on the SaaS services. It has nothing specific to say on any of the above services. I cannot see that there is a sufficiently direct and specific relationship between these services and the word "COLLECTIVE" for the mark to fall foul of section 3(1)(c).

Class 45

Online social networking services.

47. Chameleon submits that in relation to these services

> "9. … the term 'collective' underscores the communal aspect of social interactions and networking facilitated by these platforms. By fostering

connections and interactions among users, online social networking services inherently embody the concept of collective engagement."[10]

48. The average consumer of these services would be either a member of the general public or an organisation or profession. I do not consider that they would understand there to be a direct relationship between these services and Collective's mark. The Class 45 services involve the provision of an online means for bringing people together, but that network may be relatively dispersed. Person A may have a relationship with Person B and Person C, but Person B and Person C do not necessarily have any connection with each other. They do not necessarily form the single group suggested by the word "collective". In my view, Collective's mark does not fall foul of section 3(1)(c) in relation to these services.

49. The section 3(1)(c) ground is unsuccessful.

Section 3(1)(b)

50. The principles to be applied under Article 7(1)(b) of the CTM Regulation (which is now Article 7(1)(b) of the EUTM Regulation, and is identical to Article 3(1)(b) of the Trade Marks Directive and section 3(1)(b) of the Act were conveniently summarised by the CJEU in *OHIM v BORCO-Marken-Import Matthiesen GmbH & Co KG*, Case C-265/09 P, as follows:

"29. … the fact that a sign is, in general, capable of constituting a trade mark does not mean that the sign necessarily has distinctive character for the purposes of Article 7(1)(b) of the regulation in relation to a specific product or service (Joined Cases C-456/01 P and C-457/01 P *Henkel v OHIM* [2004] ECR I-5089, paragraph 32).

30. Under that provision, marks which are devoid of any distinctive character are not to be registered.

31. According to settled case-law, for a trade mark to possess distinctive character for the purposes of that provision, it must serve to identify the product in respect of which registration is applied for as originating from a

[10] Final written submissions of Chameleon.

particular undertaking, and thus to distinguish that product from those of other undertakings (*Henkel v OHIM*, paragraph 34; Case C-304/06 P *Eurohypo v OHIM* [2008] ECR I-3297, paragraph 66; and Case C-398/08 P *Audi v OHIM* [2010] ECR I-0000, paragraph 33).

32. It is settled case-law that that distinctive character must be assessed, first, by reference to the goods or services in respect of which registration has been applied for and, second, by reference to the perception of them by the relevant public (*Storck v OHIM*, paragraph 25; *Henkel v OHIM*, paragraph 35; and *Eurohypo v OHIM*, paragraph 67). Furthermore, the Court has held, as OHIM points out in its appeal, that that method of assessment is also applicable to an analysis of the distinctive character of signs consisting solely of a colour per se, three-dimensional marks and slogans (see, to that effect, respectively, Case C-447/02 P *KWS Saat v OHIM* [2004] ECR I-10107, paragraph 78; *Storck v OHIM*, paragraph 26; and *Audi v OHIM*, paragraphs 35 and 36).

33. However, while the criteria for the assessment of distinctive character are the same for different categories of marks, it may be that, for the purposes of applying those criteria, the relevant public's perception is not necessarily the same in relation to each of those categories and it could therefore prove more difficult to establish distinctiveness in relation to marks of certain categories as compared with marks of other categories (see Joined Cases C-473/01 P and C-474/01 P *Procter & Gamble v OHIM* [2004] ECR I-5173, paragraph 36; Case C-64/02 P *OHIM v Erpo Möbelwerk* [2004] ECR I-10031, paragraph 34; *Henkel v OHIM*, paragraphs 36 and 38; and *Audi v OHIM*, paragraph 37)."

51. Chameleon's claim under this ground has two strands. First, it claims that Collective's mark is descriptive. I have found that it is not descriptive under section 3(1)(c). Secondly, Chameleon claims that the word is *"nothing more than a generic and commonly used word"*. I agree that "COLLECTIVE" is a commonly used word, but that in itself does not mean that it is not capable of identifying the trade origin of goods and services. It does not explain why it claims that the word is generic. Chameleon

puts forward no other reason why the mark is devoid of distinctive character. The section 3(1)(b) ground fails.

52. The invalidity application against Collective's mark fails.

The Opposition

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

> "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 trade mark is protected,
>
> there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark."

54. Collective's mark qualifies as an earlier trade mark under the provisions of section 6(1)(a) of the Act. As it was registered within the five years before the date on which Chameleon made its application, the earlier mark is not subject to proof of use and Collective is entitled to rely on all the goods and services. I remind myself that it was not relying on the entire specification and the relevant Classes are 9, 42 and 45.

55. In considering the opposition, I am guided by the following principles, gleaned from the decisions of the CJEU in *SABEL BV v Puma AG* (Case C-251/95), *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc* (Case C-39/97), *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel BV* (Case C-342/97), *Marca Mode CV v Adidas AG & Adidas Benelux BV* (Case C-425/98), *Matratzen Concord GmbH v OHIM* (Case C-3/03), *Medion AG v Thomson Multimedia Sales Germany & Austria GmbH* (Case C-120/04), *Shaker di L. Laudato & C. Sas v OHIM* (Case C-334/05 P) and *Bimbo SA v OHIM* (Case C-519/12 P):

> a) the likelihood of confusion must be appreciated globally, taking account of all relevant factors;

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

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

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

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

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

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

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

i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense; and

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

Comparison of goods and services

56. It is settled case law that I must make my comparison of the services on the basis of all relevant factors. These include the nature of the services, their purpose, their users and method of use, the trade channels through which they reach the market, and whether they are in competition with each other or are complementary: see *Canon*, paragraph 23, and *British Sugar Plc v James Robertson & Sons Limited (TREAT Trade Mark)* [1996] RPC 281 at [296]. As the GC said in *Boston Scientific Ltd v OHIM*, Case T-325/06, goods and services are complementary when

> "82. … there is a close connection between them in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking."

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

Chameleon's services (the contested services)	**Collective's goods and services (the earlier services)**
	Class 9 *Downloadable software in the nature of a mobile application; Project management software, communication software and software for collaboration between users; File and document management software; Software for scheduling and planning; Software for facilitating the exchange of information via the internet featuring collaborative tools; Information*

Chameleon's services (the contested services)	Collective's goods and services (the earlier services)
	sharing software for facilitating collaborative work and interactive discourse.
Class 42 *Software as a service [SAAS] featuring software for running professional services firm and developing business relationships with other members.*	*Class 42* *Design, development and programming of computer software; Providing temporary use of online non-downloadable software for personnel recruitment and for matching self-employed persons with others; Platform as a service [PaaS]; Software as a service [SAAS] featuring software for computerized file management, project management, electronic data storage and electronic communications, for communication and collaboration between users, and for the sharing of data, images and files; Software as a service [SAAS] featuring software for the integration of applications and software; Information, data, advice and consultancy services for computer project management services and digitization of documents; Software as a service [SAAS] featuring software allowing for communication and sharing of resources between members of an online work team and for tracking time, tasks, expenses and other*

Chameleon's services (the contested services)	Collective's goods and services (the earlier services)
	project management data; Hosting of websites for others.
	Class 45 *Online social networking services.*

58. In its statement of grounds, Collective claimed that Chameleon's services were identical or highly similar to its own services. It said it would provide further details during the evidential stages but gave as an example *Software as a service [SAAS] featuring software allowing for communication and sharing of resources between members of an online work team and for tracking time, tasks, expenses and other project management data*. Collective filed no evidence or submissions during these proceedings. I shall use the term given as an example as the basis for my comparison.

59. The software that is the subject of Collective's services is, in my view, software that would fall within the broader category of *software for running professional services firm* that is the subject of Chameleon's services. Logically, the same finding applies to the software as a service. Where one party's services are included in a broader term from the other party's specification, those services are considered to be identical: see *Gérard Meric v OHIM*, Case T-133/05, paragraph 29. I find the services to be identical. However, if I am wrong in this finding, the services are, in my view, highly similar, for the following reasons.

Average consumer and the purchasing process

60. The average consumer is deemed to be reasonably well informed and reasonably circumspect: see *Hearst Holdings Inc & Anor v A.V.E.L.A. Inc & Ors*, [2014] EWHC 439 (Ch), paragraph 60. For the purposes of assessing the likelihood of confusion, it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods and services in question: see *Lloyd Schuhfabrik*, paragraph 26.

61. The average consumer of the services is a professional services firm. The purposes for which they want to use the software are important to the running of the

business and so I consider that they are likely to pay a high degree of attention during the purchasing process. The average consumer is likely to choose a provider following perusal of websites and they may also have seen printed promotional material. In my view, the visual aspect of the marks is likely to be most significant. There may be a role for word-of-mouth recommendations, and so I shall not ignore the aural aspect of the marks.

Comparison of marks

62. It is clear from *SABEL* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The CJEU stated in *Bimbo* that:

> "34. … it is necessary to ascertain in each individual case, the overall impression made on the target public by the sign for which the registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion."

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

64. The respective marks are shown below:

Contested mark	**Earlier mark**
COLLECTIVE OS	**COLLECTIVE**

65. The earlier mark is a single word: "COLLECTIVE". The overall impression of the mark can only rest on this one word.

66. The contested mark begins with the word “COLLECTIVE” and is followed by the letters “O” and “S”. These will be seen as letters, because “OS” is not a known word in the English language. In the context of the services at issue, I consider that a significant proportion of consumers will perceive the letters as an abbreviation of “Operating System”, which is the core software that manages computer hardware and applications. For these consumers, the dominant and distinctive element of the mark is the word “COLLECTIVE”. There may also be some consumers who see “O” and “S” as random letters, or as an unknown abbreviation. For those consumers, the word “COLLECTIVE” will make the greater contribution to the overall impression of the mark.

Visual comparison

67. The earlier mark is a single word of 9 letters, while the contested mark is the same word followed by a further two letters. The beginnings of marks tend to have more visual and aural impact: see *El Corte Inglés SA v OHIM*, Joined cases T-183/02 and T-184/02, paragraphs 81-82. Even if the average consumer sees the letters “OS” as descriptive, that does not mean that they can be disregarded in the visual comparison: see *The Stockroom (Kent) Ltd v Purity Wellness Group Ltd (PURITY HEMP COMPANY IMPROVING LIFE AS NATURE INTENDED)*, BL O-115-22, paragraph 31. I find that the marks have a high degree of visual similarity.

Aural comparison

68. The only difference between the marks is the letters “OS” in the contested mark. In my view, they are likely to be articulated by the average consumer, and so I find that the marks are aurally highly similar.

Conceptual comparison

69. I have already set out my findings on how the average consumer would understand the word “COLLECTIVE” when considering the application for invalidity. For those consumers for whom “OS” means “operating system”, the marks are conceptually highly similar. For those consumers from whom “OS” has no meaning, the marks are conceptually identical.

Distinctive character of the earlier mark

70. Distinctive character is a measure of how strongly a mark distinguishes the goods or services of one undertaking from those of others. The factors that I must take into account in assessing the level of distinctive character were set out by the CJEU in *Lloyd Schuhfabrik Meyer*:

> "23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered, the market share held by the mark, how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark, the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking, and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51)."

71. Registered trade marks possess varying degrees of inherent distinctive character from the very low, because they are suggestive of, or allude to, a characteristic of the goods or services, to those with high inherent distinctive character, such as invented words which have no allusive qualities. The distinctiveness of the mark can be enhanced by the use that has been made of it. Collective has filed no evidence to show use of its mark and so I only have the inherent position to consider.

72. In my view, "Collective" alludes to a way of working, where people come together to work on a joint task or project. Consequently, I find that the mark has a low degree of distinctive character.

Conclusions on likelihood of confusion

73. Making an assessment of the likelihood of confusion is a matter of considering the relevant factors from the viewpoint of the average consumer of the services at issue and determining whether they are likely to be confused. When doing this, I am required to bear in mind that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely on the imperfect picture of

them that they have in their mind. This means that the global assessment emulates what happens in the mind of the average consumer on encountering the later mark with an imperfect recollection of the earlier mark. The courts have not said what weight should be attached to each of the factors or provided a formula that can be applied to any set of circumstances. However, I am required to take account of the interdependency principle, i.e. that a lesser degree of similarity between the respective trade marks may be offset by a greater degree of similarity between the respective services or vice versa.

74. Earlier in my decision, I found that:

a) Chameleon's services are identical or highly similar to Collective's *Software as a service [SAAS] featuring software allowing for communication and sharing of resources between members of an online work team for tracking time, tasks, expenses and other project management data;*

b) The average consumer of the services is a professional services firm, and a high degree of attention will be paid during the purchasing process;

c) The purchasing process will be primarily visual;

d) The marks are visually, aurally and conceptually highly similar to each other; and

e) The inherent distinctive character of the earlier mark is low, and it has not been enhanced through use.

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

"16. Although direct confusion and indirect confusion both involve mistakes on the part of the consumer, it is important to remember that these mistakes are very different in nature. Direct confusion involves no process of reasoning – it is a simple matter of mistaking one mark for another. Indirect confusion, on the other hand, only arises where the consumer has actually recognised that the later mark is different from the earlier mark. It therefore

requires a mental process of some kind on the part of the consumer when he or she sees the later mark, which may be conscious or subconscious but analysed in formal terms, is something along the following lines: 'The later mark is different from the earlier mark, but also has something in common with it. Taking account of the common element in the context of the later mark as a whole, I conclude that it is another brand of the owner of the earlier mark.

17. Instances where one may expect the average consumer to reach such a conclusion tend to fall into one or more of three categories:

(a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right ('26 RED TESCO' would no doubt be such a case).

76. (b) where the later mark simply adds a non-distinctive element to the earlier mark, of the kind which one would expect to find in a sub-brand or brand extension (terms such as 'LITE', 'EXPRESS', 'WORLDWIDE', 'MINI', etc.).

(c) where the earlier mark comprises a number of elements, and a change of one element appears entirely logical and consistent with a brand extension ('FAT FACE' to 'BRAT FACE' for example)."

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

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

13. As James Mellor QC sitting as the Appointed Person pointed out in *Cheeky Italian Ltd v Sutaria* (O/291/16) at [16] 'a finding of likelihood of

indirect confusion is not a consolation prize for those who fail to establish a likelihood of direct confusion'. Mr Mellor went on to say that, if there is no likelihood of direct confusion, 'one needs a reasonably special set of circumstances for a finding of a likelihood of indirect confusion'. I would prefer to say that there must be a proper basis for concluding that there is a likelihood of indirect confusion given that there is no likelihood of direct confusion."

78. In *Face2FaceHR Partners Limited v Peninsula Business Services Limited*, BL O/0368/23, Emma Himsworth KC, as the Appointed Person, reviewed the case law in *Whyte and Mackay v Origin* [2015] EWHC 1271 (Ch) and *Nicoventures Holdings Limited v The London Vape Co Ltd* [2017] EHWC 3303 (Ch), as well as guidance in the Common Communication on the Common Practice of Relative Grounds of Refusal - Likelihood of Confusion (impact of non-distinctive/weak components) dated 2 October 2014, which is referred to in the case law. In paragraph 44, Miss Himsworth summarised the correct approach when assessing the likelihood of confusion where the only common element between the marks in issue has no or low distinctiveness as follows:

"(1) The distinctiveness of the mark as a whole must be assessed, taking into account that a minimum degree of distinctiveness must be acknowledged.

(2) The distinctiveness of each of the components of both marks must be assessed with priority being given to the coinciding elements.

(3) The focus of the assessment of the likelihood of confusion should be on the impact of the non-coinciding components on the overall impression of the mark.

(4) Account must be taken of the similarities/differences in the non-coinciding elements of the marks.

(5) A coincidence of an element with a low level of distinctiveness will not usually lead to a likelihood of confusion.

(6) There may be a finding of a likelihood of confusion if (a) the non-coinciding elements of the mark are of lower (or equally low) degree of distinctiveness or are of insignificant visual impact and the overall impression is similar; or (b) the overall impression of the marks is highly similar or identical."

79. The non-coinciding component of the marks is "OS". Earlier in my decision, I found that "COLLECTIVE" was the dominant and distinctive element of the earlier mark. As I found that a significant proportion of consumers would understand "OS" to be an abbreviation for "Operating System", I consider that it is of a lower degree of distinctive character than "COLLECTIVE". Furthermore, I found that the marks were highly similar. In my view, the average consumer is likely to mistake one mark for the other, even though they are paying a high degree of attention, and thus be directly confused. Even if they recognise the marks are similar, it is my view that they will believe Chameleon's mark to be another mark belonging to Collective.

80. The opposition is successful under section 5(2)(b).

OUTCOME

81. The application for a declaration of invalidity has failed, and UKTM No. 3668194 remains registered in its entirety.

82. The opposition is successful, and Application No. 441666 is refused registration.

COSTS

83. Collective has been successful in these proceedings and is entitled to a contribution towards its costs in line with the scale set out in Tribunal Practice Notice 1/2023. I have calculated the award as follows:

£250 for preparing a statement and considering the other side's statement in the opposition
£250 for preparing a statement and considering the other side's statement in the application for invalidity
£100 to cover official fees for the opposition
£600 in total

84. I therefore order Chameleon Collective Inc. to pay Collective the sum of £600. The above sum should be paid within twenty-one days of the expiry of the appeal period or, if there is an appeal, within twenty-one days of the conclusion of the appeal proceedings.

Dated this 4th day of July 2025

Clare Boucher
For the Registrar,
The Comptroller-General