

O/0710/26

TRADE MARKS ACT 1994

**IN THE MATTER OF APPLICATION NO. 4171418
IN THE NAME OF KARIM OUALNAN
TO REGISTER THE FOLLOWING TRADE MARK:**

SmartDrafr

IN CLASSES 9, 16, 35, 36, 39, 41, 42 AND 45

AND

**IN THE MATTER OF OPPOSITION THERETO
UNDER NO. 600003646
BY ONEXRM LTD**

Background and pleadings

1. Karim Oualnan (“the applicant”) applied to register the trade mark **SmartDraft** (“the applicant’s mark”) in the UK on 10 March 2025 under number 4171418. It was accepted and published in the Trade Marks Journal on 28 March 2025 in respect of the goods and services in Annex A at the bottom of this decision.

2. On 9 April 2025, ONEXRM LTD (“the opponent”) opposed the trade mark application by way of the fast-track procedure. The opposition is brought under section 5(2)(b) of the Trade Marks Act 1994 (“the Act”). This is on the basis of its UK trade mark number 3910552, **Smart:Draft** (“the opponent’s mark”). The opponent’s mark was filed on 11 May 2023 and became registered on 4 August 2023. It stands registered for the following goods and services, all of which are relied upon by the opponent:

Class 9: *Software for Smart Contracts.*

Class 35: *Procurement of contracts [for others]; Procurement of contracts for the purchase and sale of goods and services; Procuring of contracts for the purchase and sale of goods; Procurement of contracts for the purchase and sale of goods and services for others; Procurement of contracts for others relating to the sale of goods; Arranging of contracts, for others, for the providing of services.*

Class 45: *Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Contract guarding.*

3. The opposition is directed at the following goods and services only:

Class 9: *Artificial intelligence software; Artificial intelligence and machine learning software; Interactive software based on artificial intelligence; Software for the integration of artificial intelligence and machine learning in the field of Big Data.*

Class 35: *Administrative services relating to the management of legal dockets; Administrative services relating to the referral of clients to lawyers.*

Class 45: Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Legal drafting; Legal consultancy services; Provision of expert legal opinions; Legal support services; Compilation of legal information; Advisory services relating to the law.

4. As the filing date of the opponent's mark is earlier than the filing date of the applicant's mark, the opponent's mark constitutes an earlier mark in accordance with section 6 of the Act. However, as it had not been registered for five years or more at the filing date of the application, it is not subject to the proof of use requirements specified within section 6A of the Act. As a consequence, the opponent may rely upon the full width of its registered specification without having to establish genuine use.

5. In its statement of grounds, the opponent argues that the competing marks are highly similar, and that the parties' goods and services are identical or highly similar. On this basis, the opponent submits that there is a likelihood of confusion.

6. The applicant filed a counterstatement denying the ground of opposition.

7. Rule 6 of the Trade Marks (Fast Track Opposition) (Amendment) Rules 2013, S.I. 2013 2235, disapplies paragraphs 1 to 3 of rule 20 of the Trade Mark Rules 2008 but provides that rule 20(4) shall continue to apply. Rule 20(4) stipulates that "the Registrar may, at any time, give leave to either party to file evidence upon such terms as the Registrar thinks fit". The net effect of these changes is to require the parties to seek leave in order to file evidence in fast-track oppositions. No leave was sought in respect of these proceedings.

8. The opponent is professionally represented by Panoramix Limited. I note that the applicant states that "the appropriate form confirming the appointment of Spencer West LLP as the representative has now been filed... Accordingly, there can be no possible doubt as to the firm's authority to act on behalf of the Applicant in these proceedings".¹ However, in response to a letter from Spencer West sent on 15 September 2025, the Registry advised the applicant on 19 September 2025 that if he wanted Spencer West to be recorded as his representative, a Form TM33 must be

¹ Page 3 of his submissions.

filed. No Form TM33 was subsequently received, and therefore no legal representative is recorded for the applicant.

9. Rule 62(5) (as amended) states that arguments in fast-track proceedings shall be heard only if (i) the Office requests it, or (ii) either party to the proceedings requests it and the Registrar considers that oral proceedings are necessary to deal with the case justly and at proportionate cost; otherwise, written arguments will be taken. A hearing was neither requested nor considered necessary. Both parties filed submissions, and the applicant subsequently filed evidence. This decision is taken following careful consideration of all the papers before me.

Evidence

10. The applicant's evidence consists of a witness statement provided by Karim Oualnan (dated 10 March 2026). He has attached a document named 'Annex', which shows a range of screenshots of dictionary definitions, the opponent's website, and a table of the parties' goods and services.

11. I have taken all the evidence into account in reaching my decision and will refer to it below where necessary.

Preliminary issue 1: the parties' claims in relation to conduct

12. Both parties' submissions, and the applicant's evidence, include allegations against the other party of improper conduct. These claims have been noted and will be addressed to the extent necessary.

Preliminary issue 2: Fair and notional use

13. The applicant makes several submissions on the similarity of the parties' goods and services based on his research conducted in relation to the opponent's current use of the mark. On pages 3 and 4 of his witness statement, Mr Oualnan makes several submissions on the parties' use of their marks and the differences between their goods and services.

14. However, as a matter of law, I must clarify that the applicant's comments relating to the opponent's alleged business activities and how it currently operates can have

no bearing on the outcome of this opposition. As previously explained, the mark relied upon by the applicant had not been registered for five years at the date on which the application was filed. Consequently, the opponent is not required to prove use in the UK for any of the goods and services for which its mark is registered. The opponent's mark is entitled to protection against a likelihood of confusion with the applicant's mark based on its 'notional' use for all the goods and services listed in the register. The concept of notional use was explained by Laddie J in *Compass Publishing BV v Compass Logistics Ltd*² like this:

"22. [...] It must be borne in mind that the provisions in the legislation relating to infringement are not simply reflective of what is happening in the market. It is possible to register a mark which is not being used. Infringement in such a case must involve considering notional use of the registered mark. In such a case there can be no confusion in practice, yet it is possible for there to be a finding of infringement. Similarly, even when the proprietor of a registered mark uses it, he may well not use it throughout the whole width of the registration or he may use it on a scale which is very small compared with the sector of trade in which the mark is registered and the alleged infringer's use may be very limited also. In the former situation, the court must consider notional use extended to the full width of the classification of goods or services. In the latter it must consider notional use on a scale where direct competition between the proprietor and the alleged infringer could take place."

15. So far as the applicant's claimed use of the opponent's mark is concerned, as per the Court of Justice of the European Union ("CJEU") judgement in *O2 Holdings Limited, O2 (UK) Limited v Hutchison 3G UK Limited*,³ (particularly paragraph 66), it is necessary to consider all the circumstances in which the opponent's mark might be used. As a result, even though the applicant has suggested that the opponent currently uses its mark in a specific manner, my assessment must take into account only the opponent's mark and any potential conflict with the applicant's mark, regardless of its purported current use. Any differences between the actual goods and services

² [2004] RPC 41

³ Case C-533/06

provided by the parties are not relevant unless those differences are apparent from the competing marks.

Preliminary issue 3: proof of use and evidence of confusion

16. In the counterstatement, the applicant argues that the opponent “provided no witness statements, no examples of their mark in use, nor any evidence of confusion. This lack of any evidential support is contrary to the guidance and undermines the opponent’s case from the outset”.⁴ In the Annex, the applicant argues “Under Tribunal guidelines (e.g. TPN 4/2000), even in fast-track oppositions the opponent is expected to provide some factual basis or explanation **if they are relying on any use or goodwill in the mark** – here, they have provided none”⁵ (my own emphasis added). He submits that the opponent “has not substantiated any use of “Smart:Draft” in the marketplace and has provided no evidence of actual or likely confusion. In fact, internet searches reveal no trace of the opponent’s mark in commercial use, indicating a lack of market presence”.⁶ He argues that, given the purported lack of use, “it follows that there have been no instances of actual confusion reported, and indeed no likelihood of confusion can realistically arise”.⁷

17. However, I must clarify firstly, that goodwill is relevant to passing-off proceedings under section 5(4)(a) of the Act. As the current opposition is brought under section 5(2)(b) of the Act, the opponent also does not need to demonstrate goodwill in its mark. Furthermore, the opponent is not relying on use in these proceedings. As explained above, the opponent’s mark has not been registered for more than five years, so the opponent is entitled to rely on the notional use of its goods and services. Whilst I note the applicant’s comments in relation to actual confusion, in *Roger Maier and Another v ASOS*,⁸ Kitchen L.J. stated that:

“80. ...the likelihood of confusion must be assessed globally taking into account all relevant factors and having regard to the matters set out in *Specsavers* at paragraph [52] and repeated above. If the mark and the sign

⁴ Annex, page 15

⁵ As above

⁶ Counterstatement, page 1

⁷ Annex, page 14

⁸ [2015] EWCA Civ 220

have both been used and there has been actual confusion between them, this may be powerful evidence that their similarity is such that there exists a likelihood of confusion. But conversely, the absence of actual confusion despite side by side use may be powerful evidence that they are not sufficiently similar to give rise to a likelihood of confusion. This may not always be so, however. The reason for the absence of confusion may be that the mark has only been used to a limited extent or in relation to only some of the goods or services for which it is registered, or in such a way that there has been no possibility of the one being taken for the other. So there may, in truth, have been limited opportunity for real confusion to occur.”

18. As there is no evidence that consumers have become accustomed to differentiating between the competing parties’ marks, the opponent’s lack of evidence to show actual confusion cannot be taken as evidence per se that the marks are peacefully coexisting in the marketplace, or that there will be no confusion in the marketplace in the future. I therefore do not find this a significant factor when assessing the likelihood of confusion between the competing marks.

Relevance of EU law

19. 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 2018⁹ 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.

Section 5(2)(b)

20. Section 5(2)(b) of the Act reads as follows:

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

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected, there exists a likelihood of confusion on the part of the

⁹ As amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023

public, which includes the likelihood of association with the earlier trade mark.”

21. Section 5A states: [...] “Where grounds for refusal of an application for registration of a trade mark exist in respect of only some of the goods or services in respect of which the trade mark is applied for, the application is to be refused in relation to those goods and services only.”

22. The following standard summary of the principles applicable to the assessment of the likelihood of confusion was approved by the Supreme Court in *Iconix Luxembourg Holdings SARL v Dream Pairs Europe Inc & Anor*:¹⁰

- (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, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, 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, in certain circumstances, be dominated by one or more of its components;

¹⁰ [2025] UKSC 25

- (f) and beyond the usual case, where the overall impression created by a mark depends heavily on the dominant features of the mark, it is quite 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;
- (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

23. In *Canon*,¹¹ the CJEU stated, at paragraph 23 of its judgment, that when considering whether goods and services are similar, all the relevant factors relating to the goods and services should be taken into account. The CJEU stated that those factors include their nature, intended purpose, method of use and whether they are in competition with each other or are complementary.

24. The relevant factors identified by Jacob J. (as he then was) in *Treat*¹² for assessing similarity were:

- (a) The respective uses of the respective goods or services;

¹¹ Case C-39/97

¹² [1996] R.P.C. 281

- (b) The respective users of the respective goods or services;
- (c) The physical nature of the goods or acts of service;
- (d) The respective trade channels through which the goods or services reach the market;
- (e) In the case of self-serve consumer items, where in practice they are respectively found or likely to be, found in supermarkets and in particular whether they are, or are likely to be, found on the same or different shelves;
- (f) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether market research companies, who of course act for industry, put the goods or services in the same or different sectors.

25. In *Kurt Hesse v OHIM*,¹³ the CJEU stated that complementarity is an autonomous criterion capable of being the sole basis for the existence of similarity between goods and services. In *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)*,¹⁴ the General Court (“GC”) stated that “complementary” means:

“...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.”

26. In *Gérard Meric v OHIM*,¹⁵ the GC confirmed that even if goods and services are not worded identically, they can still be considered identical if one term falls within the scope of another (or vice versa):

“29. In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by trade mark application (Case T-388/00 *Institut für Lernsysteme*

¹³ Case C-50/15 P

¹⁴ Case T-325/06

¹⁵ Case T- 133/05

v OHIM- Educational Services (ELS) [2002] ECR II-4301, paragraph 53) or where the goods designated by the trade mark application are included in a more general category designated by the earlier mark.”

27. The goods and services to be compared are as follows:

The opponent’s goods and services	The applicant’s goods and services
<i><u>Class 9:</u> Software for Smart Contracts.</i> <i><u>Class 35:</u> Procurement of contracts [for others]; Procurement of contracts for the purchase and sale of goods and services; Procuring of contracts for the purchase and sale of goods; Procurement of contracts for the purchase and sale of goods and services for others; Procurement of contracts for others relating to the sale of goods; Arranging of contracts, for others, for the providing of services.</i> <i><u>Class 45:</u> Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Contract guarding.</i>	<i><u>Class 9:</u> Artificial intelligence software; Artificial intelligence and machine learning software; Interactive software based on artificial intelligence; Software for the integration of artificial intelligence and machine learning in the field of Big Data.</i> <i><u>Class 35:</u> Administrative services relating to the management of legal dockets; Administrative services relating to the referral of clients to lawyers.</i> <i><u>Class 45:</u> Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Legal drafting; Legal consultancy services; Provision of expert legal opinions; Legal support services; Compilation of legal information; Advisory services relating to the law.</i>

28. In its statement of grounds, the opponent submits that “[t]he services covered under Class 45 of the Applicant’s specification are identical to those protected under

the Opponent's registration".¹⁶ He also states that "[t]he goods and services in Classes 9, 35, and 45 are either identical or highly similar",¹⁷ which he states is due to "the overlap in customer base, trade channels, and the functional nature of the services".¹⁸ It also argues that the goods and services "fall within the same or overlapping categories, particularly in relation to software, document generation, drafting tools, legal/technical document preparation, or productivity platforms".¹⁹ It adds that "[e]ven if there are technical differences in classification, the average consumer will likely consider them to be functionally and commercially similar, especially where such services are offered digitally or via SaaS (Software-as-a-Service) platforms".²⁰

29. In the document marked 'Annex', the applicant has submitted individual arguments in relation to the each of the goods and services, which I will address below. In his witness statement, Mr Oualnan also argues that "the Opponent's registration covers a limited range of goods and services in three classes, whereas the Applicant's application covers a broader range of goods and services across eight classes". He adds that the competing parties "operate in distinct commercial contexts, serve different user groups, and perform fundamentally different functions".

30. For the purposes of comparing goods and services, it is permissible to consider groups of terms collectively where they are sufficiently comparable to be assessed in essentially the same way and for the same reasons.²¹

Class 9:

Artificial intelligence software; Artificial intelligence and machine learning software; Interactive software based on artificial intelligence.

31. The opponent's goods are *software for smart contracts*. The applicant states that the term *software for smart contracts* would be understood as referring to "a form of digital contract that is executed automatically by computer code, typically on a

¹⁶ Statement of grounds, at Q16

¹⁷ As above

¹⁸ As above

¹⁹ Page 1 of the attached statement

²⁰ As above

²¹ *Separode Trade Mark* (BL O/399/10) and *BVBA Management, Training en Consultancy v. Benelux-Merkenbureau* [2007] ETMR 35 at paragraphs 30 to 38

blockchain network”.²² He says that they are “most commonly associated with blockchain technology”²³ and used “where contractual terms are embedded into software code that automatically performs actions when predefined conditions are met”.²⁴ In contrast, he states that the applicant’s class 9 goods relate “primarily to artificial intelligence and machine learning software, which encompasses a broad range of technologies used for data analysis, automation, decision-making systems, and software platforms powered by artificial intelligence”.²⁵ He also submits that they “operate in a much broader technological domain than software specifically designed for the execution of blockchain-based smart contracts”.²⁶

32. It is my understanding that *software for smart contracts* is software which uses smart technology to generate contracts. Whilst the applicant has stated that the opponent’s *software for smart contracts* is typically associated with blockchain technology, it is my view that the opponent’s goods should not be limited to blockchain only, especially as the applicant states “most commonly” rather than “exclusively”. Furthermore, it is my understanding that these goods could incorporate other types of technology other than blockchain, and there is no evidence before me to suggest that the opponent’s goods exclusively use blockchain. The applicant’s goods encompass a wide range of software which use AI functionality within them. I am of the view that the parties’ goods are similar. The users will broadly overlap in that they will be both used by professional users who need specialist software which has smart/intelligent functionality to automate processes. However, the users will differ in that the user of the opponent’s goods will be those who produce contracts, whereas the applicant’s goods will be used more widely amongst public and trade customers. Although their broad nature and purpose overlap as they both entail AI, they differ as the opponent’s software is specifically for contracts, whereas the applicant’s goods are more general AI software with a wider range of purposes. The goods’ trade channels are likely to be the same, although they may appear in slightly different areas within these trade environments. I do not consider them to be complementary to one another, as I do not view one as essential to the other. They are also unlikely to be in competition with each

²² Annex, page 1

²³ As above

²⁴ As above

²⁵ As above

²⁶ As above

other. Taking these factors into account, I am of the view that they are similar to a medium degree.

Software for the integration of artificial intelligence and machine learning in the field of Big Data.

33. The opponent's term is *software for smart contracts*. The applicant's term specifies its purpose as being for the integration of AI and machine learning, and that it is used in the context of Big Data. Although both goods are software, their core purposes differ in that the purpose of the opponent's software is within the field of smart contracts, whereas the applicant's software is used to integrate AI and machine learning in the field of Big Data. The parties' goods' users will overlap to the broad extent that they will both be used by professionals, but will differ as to the specific type of professionals given the difference in purpose. They are likely to be sold in the same trade channels but may appear in different areas within trade environments in that the goods will appear within different categories of software within product listings. I do not consider them to be complementary as one does not appear to be essential to the other. Furthermore, I do not consider them to be in competition, given the difference in their purpose. Taking these factors into account, I find that there is a low degree of similarity between the parties' goods.

Class 35:

Administrative services relating to the management of legal dockets.

34. The opponent does not specify which term it considers to be the most appropriate comparator. In the exhibit named 'Annex', the applicant suggests *procurement of contracts for others and arranging contracts for the purchase or provision of goods and services* as the comparator. He argues that these services differ from the opponent's services. I agree with the applicant, as it is my view that *administrative services relating to the management of legal dockets* are not similar to the opponent's services which relate to the procurement of contracts, rather than the administrative side of managing of legal dockets, which have a different nature and purpose. I have also considered the opponent's other services in class 35 other and find this to be the case for those too.

Administrative services relating to the referral of clients to lawyers.

35. The opponent does not specify which term it considers to be the most appropriate comparator. In the exhibit named 'Annex', the applicant suggests *procurement of contracts [for others] or arranging contracts for others for the providing of services* as the comparators. He argues that these services differ from the opponent's services on the basis that they operate in different commercial contexts and involve different types of activities. I agree with the applicant. This is because the applicant's services are administrative in nature, and the core purpose of them is the referral of clients to lawyers. This differs from the opponent's services, which are used in commercial contexts in relation to contracts. I therefore consider the parties' services to differ from one another. I have also considered the opponent's other services in class 35 other and find this to be the case for those too.

36. I have also considered whether the applicant's class 35 services are similar to the opponent's legal services in class 45. However, I am of the view that their core purpose, nature, and users differ. This is because the applicant's class 35 are administrative at their core and will be used by legal professionals looking to manage the administrative aspect of client referrals, whereas the class 45 services are legal at their core, and will be used by members of the public or professional users who wish to seek legal advice. Given the difference in nature and core purpose, their trade channels are unlikely to be the same. For the same reasons, it is my view that the services are not complementary or in competition with each other. Whilst I acknowledge that the parties' services are broadly used within the legal industry, I find that this does not make the services similar to one another. I therefore find that the applicant's class 35 services are dissimilar to the opponent's services.

Class 45:

Legal document preparation services.

37. The applicant's *legal document preparation services* are self-evidently identical to the opponent's *legal document preparation services*.

Legal assistance in the drawing up of contracts.

38. The applicant's *legal assistance in the drawing up of contracts* is self-evidently identical to the opponent's *legal assistance in the drawing up of contracts*.

Legal services in relation to the negotiation of contracts for others.

39. The applicant's *legal services in relation to the negotiation of contracts for others* is self-evidently identical to the opponent's *legal services in relation to the negotiation of contracts for others*.

Legal drafting.

40. It is my view that the applicant's services above include the opponent's narrower services *legal assistance in the drawing up of contracts*. They are, therefore, identical under the principle set out in *Meric*.

Legal consultancy services; Advisory services relating to the law; Provision of expert legal opinions.

41. The opponent does not specify which term it considers to be the most appropriate comparator. The applicant suggests that *legal document preparation services*, *legal assistance in drawing up contracts*, *legal services relating to negotiation of contracts*, or *contract guarding* are the most appropriate comparators. It is my understanding that *provision of expert legal opinions* typically involves drafting an opinion on, inter alia, what remedies or defences, if any, are available to the client for their legal issue and, their prospects of success. The terms *legal consultancy services* and *advisory services relating to the law* also both involve giving advice and information to the users. Whilst the parties' services all relate to the field of law, the core purpose and nature of applicant's services differ from the opponent's services. This is on the basis that the applicant's services relate to giving legal advice to users, whereas the opponent's services relate to document preparation or contracts. They may be found through similar trade channels, and may appear within reasonably close proximity to one another (e.g. on website listings relating to legal services). They are unlikely to be complimentary in that one is not essential to the other. They are also unlikely to be in competition with each other, given the difference in core purpose. Taking these factors into account, I find that the parties' services are similar to a low to medium degree.

Legal support services.

42. The opponent does not specify which term it considers to be the most appropriate comparator. The applicant suggests that *legal document preparation services*, *legal assistance in drawing up contracts*, *legal services relating to negotiation of contracts*, or *contract guarding* are the most appropriate comparators. It is my view that *legal document preparation services* are the closest to the applicant's services. It is my understanding that the applicant's services relate to administrative aspect of legal work to provide support to legal personnel. The opponent's services relate to document preparation. Whilst this primarily relates to the drafting of documents, it also encompasses a wide range of administrative tasks, such as pagination, formatting, and preparation of bundles. On this basis, there may be a broad overlap in the services' nature and purpose in that both of the services involve administrative work within a legal environment, although the opponent's services may also include a degree of legal work itself. The users will differ as the users of *legal document preparation services* will be trade and public consumers seeking legal assistance, whereas *legal support services* will primarily be used by legal personnel. The services' trade channels may differ given the difference in end user. I do not find that the services are complementary as one is not essential to the other, and they are unlikely to be seen as in competition as one service is unlikely to be a substitute for the other. Taking these factors into account, I find a low level of similarity between the services.

Compilation of legal information.

43. The opponent does not specify which term it considers to be the most appropriate comparator. The applicant suggests that *legal document preparation services*, *legal assistance in drawing up contracts*, *legal services relating to negotiation of contracts*, or *contract guarding* are the most appropriate comparators. It is my view that the core of the applicant's services is compilation within a legal environment, such as the provision of a legal database or providing a repository of legal articles. It is my view that the opponent's *legal document preparation services* is the closest to the applicant's services. The users will overlap, as the users of both will be professionals and the general public who need legal assistance, although *compilation of legal information* is more likely to be targeted at legal personnel. Although both services relate to the field of law, the nature and purpose differ in that the core purpose of the

applicant's service relates to the compiling of legal information, whereas the core purpose of the opponent's services relates to document preparation. The services' trade channels may be similar in that they may be marketed through similar law-related trade channels. However, given the difference in the services' core purpose, I am of the view that they will appear in different areas within these trade channels. I do not find that the services are complementary as one is not essential to the other, and they are unlikely to be seen as in competition given their difference in core purpose. Taking these factors into account, I find a low level of similarity between the services.

Comparison of goods and services summary

44. Some similarity between goods is essential for engaging the test of the likelihood of confusion. In *eSure Insurance v Direct Line Insurance*,²⁷ Lady Justice Arden stated that:

"49. ...If there is no similarity at all, there is no likelihood of confusion to be considered. If there is some similarity, then the likelihood of confusion has to be considered but it is unnecessary to interpose a need to find a minimum level of similarity."

45. As I have found no similarity for the following services, the opposition under section 5(2)(b) fails in relation to them:

Class 35: Administrative services relating to the management of legal dockets; Administrative services relating to the referral of clients to lawyers.

46. I will now go on to consider whether there exists a likelihood of confusion under section 5(2)(b) for the following goods and services:

Class 9: Artificial intelligence software; Artificial intelligence and machine learning software; Interactive software based on artificial intelligence; Software for the integration of artificial intelligence and machine learning in the field of Big Data.

²⁷ [2008] ETMR 77 CA

Class 45: Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Legal drafting; Legal consultancy services; Provision of expert legal opinions; Legal support services; Compilation of legal information; Advisory services relating to the law.

Average consumer and the purchasing act

47. In *Iconix Luxembourg Holdings SARL v Dream Pairs Europe Inc & Anor*,²⁸ the Supreme Court approved the comments of Arnold LJ in *Lidl Great Britain Ltd & Anor v Tesco Stores Ltd & Anor (Rev1)*,²⁹ where he pointed out that:

- (a) Consumers who are ill-informed or careless, or consumers with specialised knowledge or who are excessively careful are excluded from consideration;
- (b) The average consumer provides a standard which enables the courts to strike a balance between the competing interests involved, such as trade mark owners, their competitors and consumers;
- (c) The average consumer is neither a single hypothetical person nor a mathematical average; assessment from the perspective of the average consumer does not involve a statistical test. There is no single meaning rule and if, having regard to the perceptions and expectations of the average consumer, the court considers that a significant proportion of the relevant public is likely to be confused, a finding of infringement may properly be made;
- (d) Assessment from the perspective of the average consumer is intended to facilitate adjudication of trade mark disputes by providing an objective criterion, by promoting consistency of assessment and by enabling courts and tribunals to determine such issues so far as possible without the need for evidence;

²⁸ [2025] UKSC 25

²⁹ [2024] EWCA Civ 262

- (e) The average consumer's level of attention varies according to the category of goods or services in question; and
- (f) the average consumer rarely has the opportunity to make direct comparisons between trade marks (or between trade marks and signs) and must instead rely upon the imperfect picture of the trade mark they have kept in their mind.

48. In its submissions, the applicant states that “the relevant consumers are likely to include businesses, professionals and members of the public encountering software tools, digital services and related technologies”.³⁰ He adds that “[i]n many cases, software products and digital tools are selected with a degree of care, particularly where they form part of business processes or professional workflows”.³¹ He also submits that consumers of the goods and services are “accustomed to distinguishing between numerous software providers and technology brands”.³² Whilst I acknowledge the applicant's comments in relation to the average consumer, he has not provided any evidence specifically in relation to his submissions that the average consumer of these goods and services are accustomed to distinguishing between brands.

49. The average consumer for the class 9 goods will be businesses and professional users for the more specialised goods such as *software for the integration of artificial intelligence in the field of Big Data*. However, the broader AI software goods will also include the public at large. The cost of purchase and frequency of purchase will vary depending on the type of software. Several factors may influence the average consumer when purchasing the goods, such as useability, technical function, and the compatibility of the software with existing systems. Based on these factors, I find that the average consumer will pay at least a medium degree of attention (and potentially slightly higher in respect of some goods). Based on these factors, I find that the average consumer is likely to pay at least a medium level of attention when purchasing the goods, although this will be high for trade professionals. The goods will be selected from specialist retailers or online. The customer will self-select the goods by selecting

³⁰ Applicant's submission in lieu, page 5

³¹ As above

³² As above

the image of their desired product when purchasing online. The visual component will therefore dominate the purchasing process, but I do not discount aural considerations, such as word-of-mouth recommendations, or placing telephone orders.

50. The average consumer for the class 45 services will be both professional users and members of the public seeking legal services. The cost of purchase is likely to vary greatly, depending on the type of service. Several factors may influence consumers, such as the expertise and reputation of the organisation providing the services, the availability of the provider, and the suitability for their needs. Taking into account all of these factors, it is my view that the average consumer is likely to pay a medium to high degree of attention, although this will be high for trade professionals. The consumer will choose the services after seeing the mark on signage or on the premises. They may also select the services after seeing advertisements or reviews in printed publications or online via websites and/or social media. The visual component is therefore likely to dominate the selection process, but I also do not discount the role that aural selection may play, especially when receiving word-of-mouth recommendations and when discussing the services with others via the telephone.

Comparison of marks

51. It is clear from *Sabel BV v. Puma AG* (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 at paragraph 34 of its judgment in *Bimbo SA v OHIM*³³ that:

“...it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which 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

³³ Case C-591/12P

impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

52. It would be wrong, therefore, to dissect the trade marks artificially, although it is necessary to take into account the distinctive and dominant components of the marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

53. The respective trade marks are shown below:

The opponent’s mark	The applicant’s mark
Smart:Draft	SmartDrafr

54. In its statement of grounds, the opponent submits that the competing marks’ both contain the “dominant component SmartDraft”.³⁴ In his submissions, the applicant refers to the words “Smart” and “Draft” as being “descriptive terms”. He also argues that “the Applicant’s mark contains the distinctive ending “-r””.³⁵

55. The opponent’s mark is a word mark³⁶ written in title case with a colon in the middle. It is my view that the colon is not distinctive, and therefore, it is considered that the words ‘Smart’ and ‘Draft’ play a greater role in the opponent’s mark’s overall impression. Although the colon still contributes, it does so to a much lesser degree.

56. The applicant’s mark is a plain word mark consisting entirely of the combined terms ‘Smart’ and ‘Drafr’ written in title case. As a word-only mark with no figurative elements, the applicant’s mark’s overall impression lies solely in the combined word ‘SmartDrafr’.

Visual comparison

57. The opponent submits that although the marks contain differences, “[s]uch differences would not be perceptible to the average consumer”.³⁷ In his submissions,

³⁴ Statement of ground, page 1

³⁵ Applicant’s submissions, page 5

³⁶ Which protects the word elements of the mark, regardless of case, colour, or typeface, as per *A Superquimica v EUIPO*, Case T-24/17, at [39]

³⁷ Opponent’s submission, page 2

the applicant submits that the competing marks “differ materially in their structure and presentation”³⁸ on the basis that the applicant’s mark “appears as the single fused word “SmartDrafr”,³⁹ which presents as a stylised and distinctive coined expression”, whereas the opponent’s mark “contains of two ordinary English words separated by punctuation”.⁴⁰ He therefore argues that the marks as wholes “create noticeably different visual impressions”.⁴¹

58. The competing marks are visually similar as they both contain the words ‘Smart’ and ‘Draft’. The first ten letters of the applicant’s eleven-letter mark are identical to the entire ten-letter earlier mark (albeit with the applicant’s mark featuring a colon after the first five letters). The competing marks differ visually as the opponent’s mark also features a colon in between the words ‘Smart’ and ‘Draft’, and the applicant’s mark also contains an additional letter ‘r’ at the end of the mark. The beginnings of words tend to have more visual impact than the ends,⁴² which, in my view, results in the visual similarity created by the identical ten letters of the marks being more significant.

59. Bearing in mind my analysis of the marks’ overall impressions, I am of the view that the marks are visually similar to a high degree.

Aural comparison

60. In its submissions, the opponent submits that the competing marks “are pronounced virtually identically”.⁴³ In his submissions, the applicant submits that the competing marks are “also distinguishable”⁴⁴ as the applicant’s mark “contains an additional phonetic element and produces a different cadence when spoken”.⁴⁵ He argues that the “distinction between the sounds “draft” and “drafter” is readily perceptible”.⁴⁶

³⁸ Applicant’s submissions, page 5

³⁹ As above

⁴⁰ As above

⁴¹ As above

⁴² Whilst not an absolute rule, see paragraph 81 of *El Corte Inglés, SA v OHIM*, Cases T-183/02 and T-184/02.

⁴³ Opponent’s submissions, page 2

⁴⁴ Applicant’s submissions, page 5

⁴⁵ As above

⁴⁶ As above, page 5-6

61. It is my view that the opponent's mark will be pronounced in the ordinary way, i.e. "Smart-Draft". I agree with the applicant that his mark will be pronounced as "Smart-Drafter". This is due to the established principle that consumers will break down the mark into verbal elements which suggest a concrete meaning or resemble words known to them (*Usinor SA v OHIM*).⁴⁷ It is my view that a significant proportion of consumers will read "Drafter" as being "Drafter" with its vowel omitted, rather than merely as "Smart-Draft-R". Whilst I acknowledge that some consumers might not see the addition of the "r" on the end of the applicant's mark in this way, it is my view that these consumers will not constitute a significant proportion of consumers.

62. The competing marks are therefore aurally similar as the opponent's two-syllable mark "Smart-Draft" is identical to the first two syllables of the applicant's mark. The marks differ aurally as the opponent's mark also contains the letter "r" on the end which adds an "-er" sound onto the end. The beginnings of words generally tend to have more aural impact than the ends,⁴⁸ which, in my view, results in the aural similarity of the coinciding elements within the competing marks being more significant. Moreover, it is my view that it also results in the minor differing element ("er") being less aurally significant.

63. Bearing in mind my analysis of the marks' overall impressions, I am of the view that the marks are aurally similar to a high degree.

Conceptual comparison

64. The opponent submits that the competing marks "convey the same context as one another".⁴⁹ The applicant submits that the competing marks convey different ideas, on the basis that the opponent's mark suggests "an intelligent or automated drafting function",⁵⁰ whereas the applicant's mark "may evoke the idea of a digital assistant or tool capable of drafting content intelligently".⁵¹ The applicant also argues that his mark is "a single fused word "SmartDrafter" which presents as a single coined expression".⁵²

⁴⁷ Case T-189/05

⁴⁸ As cited above, *El Corte Inglés, SA v OHIM*, Cases T-183/02 and T-184/02.

⁴⁹ Opponent's submissions, page 4

⁵⁰ Applicant's submissions, page 6

⁵¹ As above

⁵² As above

Class 9

65. The Oxford English Dictionary defines “smart” in many ways. In the context of a device or machine, it states that the adjective is used as “appearing to have a degree of intelligence; able to react or respond to differing requirements, varying situations, or past events; programmed so as to be capable of some independent action”.⁵³ In Mr Oualnan’s witness statement, he states that “Smart” is frequently used as a prefix in technology and software branding”.⁵⁴ I agree that, in the context of the class 9 software goods, a significant proportion of software consumers would interpret “Smart” in the dictionary-defined way, i.e. having smart functionality. The word “draft” is defined in the Oxford English Dictionary as a noun meaning “a preliminary or unpublished version of a piece of writing”.⁵⁵ It is my view that the average consumer of the class 9 software goods would interpret the term “Smart:Draft” as indicating the use of smart technology as well as alluding to the notion of drafting documents.

66. As stated previously, it is my view that a significant proportion of consumers will read “SmartDrafr” as “Smart Drafter” with the ‘e’ omitted. The Oxford English Dictionary defines “Drafter” as “a person who draws up a written text”. I am of the view that a significant proportion of consumers would understand the word “Smart” in the same manner as above, i.e. having smart functionality. It is my view that the reference to “Drafr” (which will be understood as “Drafter”) will be understood by a significant proportion of consumers as alluding to the entity using the software.

67. The competing marks are conceptually similar as they both contain the same concept of “Smart” within the marks. The words “Draft” and “Drafr” also will also both be viewed as references to the overall concept of drafting or writing documents. However, the competing marks differ conceptually, as the opponent’s mark refers to the “draft” itself, whereas the applicant’s mark refers to a “drafter”, i.e. the person writing the draft.

⁵³ Oxford English Dictionary (online version), accessed 30 June 2026, 09:01

⁵⁴ Witness statement, page 7

⁵⁵ Oxford English Dictionary (online version), accessed 30 June 2026, 09:15

Class 45

68. I acknowledge that some consumers of the class 45 services may be aware of 'smart' as being a meaningful term in the software or technology industry. However, there is no evidence before me as that a significant proportion of consumers of the class 45 legal services would attribute this meaning to the word within the context of legal services. The Oxford English Dictionary also defines "smart" as "clever, intelligent, knowledgeable; capable, adept; quick at learning, responding intelligently to a situation".⁵⁶ It is my view that a significant proportion of consumers would understand the word in this manner instead, rather than the technical meaning in relation to software and technology. In relation to the services, this is allusive of the idea that the people performing the services possess these qualities. I am of the view that the words 'Draft' and 'Drafter' will be understood in the same way as stated above for the class 9 goods, i.e. alluding to the notion of drafting documents.

69. The competing marks are conceptually similar as they both convey the same concept of "Smart". The words "Draft" and "Drafter" also will also both be viewed as references to the overall concept of drafting or writing documents. However, the competing marks differ conceptually, as the opponent's mark refers to the "draft" itself, whereas the applicant's mark refers to a "drafter", i.e. the person writing the draft.

70. Bearing in mind my analysis of the marks' overall impressions, I am of the view that the marks are conceptually similar to a medium to high degree, notwithstanding the different interpretations of 'Smart' for the class 9 goods and class 45 services.

Distinctive character of the earlier mark

71. In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*,⁵⁷ the CJEU stated that:

"22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular

⁵⁶ Oxford English Dictionary (online version), accessed 30 June 2026, 09:15

⁵⁷ Case C-342/97

undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-0000, paragraph 49).

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

72. Registered trade marks possess various degrees of inherent distinctive character; marks which are suggestive or allusive of a characteristic of the goods and services tend to be at the lower end of the scale, whereas invented words with no allusive qualities tend to be at the higher end of the scale. A range of marks will fall in between, such as dictionary words with no obvious connection to the goods and services.

73. Although the distinctiveness of a mark can be enhanced by virtue of the use made of it, the opponent has not filed any evidence of use. As such, I have only the inherent position to consider.

74. The opponent does not specify a level of inherent distinctive character for its mark. However, in his submission, he submits that "[t]he Applicant argues that the Opponent's mark, "Smart:Draft" is descriptive and lacks distinctive character. The present proceedings are opposition proceedings. The nature of the earlier mark is irrelevant".⁵⁸ I must clarify however that, whilst the registrability of the earlier mark cannot be called into question in the instant case, the earlier mark's level of inherent distinctiveness is an important factor to consider when assessing the likelihood of confusion as per the case-law principles cited above. Moreover, registered marks in

⁵⁸ Opponent's submissions, page 3

opposition proceedings must be presumed to have at least some distinctive character.⁵⁹

75. The applicant submits that the opponent's mark "is inherently weak and possesses only a limited degree of inherent distinctiveness".⁶⁰ He also argues that "the expression "smart draft" conveys a straightforward descriptive meaning, namely a system or tool capable of generating or assisting with drafting tasks in an intelligent or automated manner".⁶¹

76. As stated previously, it is my view that the average consumer of the class 9 software goods would interpret the term "Smart:Draft" as indicating the use of smart technology as well as alluding to the notion of producing documents. However, I do not consider that the term is entirely descriptive. Whilst the mark also features a colon in between the words "Smart" and "Draft", I am of the view that the colon does not contribute a great deal to the distinctiveness of the mark. Taking these considerations into account, I find that the opponent's mark in totality has a low level of inherent distinctive character in relation to the class 9 goods.

77. As stated previously, in relation to the class 45 services, the word "Smart" will be understood as referring to "clever, intelligent, knowledgeable" (rather than having smart functionality), and "Draft" will be understood as a piece of writing. It is my view that the combination of the two words would be understood as allusive in connection to the services; but does not describe them directly. This is because "Smart" is allusive of the people performing the services, and "Draft" is connected to the work that they perform. Taking these considerations into account, I find that the opponent's mark in totality has a low to medium level of inherent distinctive character in relation to the class 45 services.

Global assessment – conclusions on likelihood of confusion

78. Confusion can be direct or indirect. Direct confusion involves the average consumer mistaking one mark for the other, while indirect confusion is where the average consumer realises the marks are not the same but puts the similarity that

⁵⁹ *Formula One Licensing BV v OHIM* (Case C-196/11P)

⁶⁰ Applicant's submissions, page 6

⁶¹ As above

exists between the marks and the goods and services down to the responsible undertakings being the same or related. There is no set formula for establishing a likelihood of confusion between marks; it is a global assessment where a number of factors need to be borne in mind.

79. One such factor is the interdependency principle, i.e. a lesser degree of similarity between the competing marks may be offset by a greater degree of similarity between the respective goods and services, and vice versa. As mentioned above, it is necessary for me to keep in mind the distinctive character of the applicant's mark, the average consumer for the goods and services, and the nature of the purchasing process. In doing so, I must be mindful that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely upon the imperfect picture of them that they have retained in their mind.

80. In its statement of grounds, the opponent submits that “[d]ue to the high degree of similarity in the overall impression of the marks and the closeness of the goods and/or services, there is a strong likelihood that consumers may mistakenly believe that the two marks originate from the same undertaking or that they are economically linked”.⁶²

81. In his submissions, the applicant argues against a likelihood of confusion on the basis that “when the limited distinctiveness of the earlier mark is properly taken into account, the scope of protection afforded to the Opponent's mark is necessarily restricted”.⁶³

82. In *General Ecology, Inc. v Wan Jou Lin & Great Ins Company Ltd*,⁶⁴ Phillip Johnson, as the Appointed Person, found that the following trade mark was confusingly similar to the trade mark NATURE PURE, despite the common elements only having low distinctiveness:

⁶² Statement of grounds, page 2

⁶³ Applicant's submissions, page 8

⁶⁴ O/0331/23



83. On this basis, whilst I recognise that a low level of distinctiveness may reduce the likelihood of confusion, it does not entirely preclude it.

84. Earlier in this decision I found that the applicant's goods and services range from being identical to being similar to being similar to a low degree to the opponent's goods and services. The average consumer of the goods and services will be professional users, as well as the general public for some goods and services. The average consumer is likely to pay at least a medium degree of attention when selecting the class 9 goods, although this may be higher for trade customers. The average consumer is likely to pay a medium to high amount of attention when selecting the class 45 services, although this may be high for trade customers. The goods and services will primarily be selected by visual means, although I do not discount an aural element to the selection process. I have found the marks to be visually similar to a high degree, aurally similar to a high degree, and conceptually similar to a medium to high degree. The earlier mark has a low level of inherent distinctive character in relation to the class 9 goods and a low to medium level of inherent distinctive character in relation to the class 45 services.

85. Taking all these factors into account and being mindful of the role that imperfect recollection may play, I consider that the marks are likely to be misremembered or inaccurately recalled for one another. It is my view that the average consumer (even paying a higher level of attention) may overlook the points of difference between the marks. This is on the basis of the non-distinctive nature of the colon in the opponent's mark, and the 'r' in the applicant's mark being placed at the end of the mark, where elements are more likely to be missed or misremembered. It is my view that this would lead to direct confusion between the competing marks based on the average consumer's imperfect recollection. It is considered that, notwithstanding the lower level of distinctiveness of the earlier mark, the marks' high level of visual and aural

similarities and medium to high level of conceptual similarity are factors which support this finding. I find this to be the case even where there is a lower level of similarity between the goods and services, due to the higher level of similarity between the marks and the interdependency principle. It is my view therefore that there exists a likelihood of direct confusion.

Conclusion

86. The opposition under section 5(2)(b) has been partially successful. Subject to any successful appeal, the application will be refused registration for the following goods and services:

Class 9: Artificial intelligence software; Artificial intelligence and machine learning software; Interactive software based on artificial intelligence; Software for the integration of artificial intelligence and machine learning in the field of Big Data.

Class 45: Legal document preparation services; Legal assistance in the drawing up of contracts; Legal services in relation to the negotiation of contracts for others; Legal drafting; Legal consultancy services; Provision of expert legal opinions; Legal support services; Compilation of legal information; Advisory services relating to the law.

87. The application will continue to registration for the goods and services in classes 9, 16, 35, 36, 39, 41, 42, and 45 which were unopposed, as well as the following goods and services for which the opposition has failed:

Class 35: Administrative services relating to the management of legal dockets; Administrative services relating to the referral of clients to lawyers.

Costs

88. The opponent has been partially successful and is entitled to a contribution towards its costs, based upon the scale published in Tribunal Practice Notice 1/2023. As the opposition was brought under the fast-track procedure, the figures are capped.

However, I have made a slight reduction in the award⁶⁵ to reflect the fact that the opposition was only partially successful. In the circumstances I award the opponent the sum of £430 as a contribution towards the cost of the proceedings. The sum is calculated as follows:

Filing a notice of opposition: £120

Filing written submissions: £210

Official fees: £100

89. I therefore order Karim Oualnan to pay ONEXRM LTD the sum of £430. 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 10th day of August 2026

K SERRAVALLE

For the Registrar

⁶⁵ Official fees are not subject to a reduction for partial success

Annex A

Class 9: Artificial intelligence software; Artificial intelligence apparatus; Artificial intelligence software for surveillance; Artificial intelligence software for analysis; Artificial intelligence software for healthcare; Artificial intelligence software for vehicles; Humanoid robots with artificial intelligence for use in scientific research; Artificial intelligence and machine learning software; Humanoid robots with artificial intelligence for preparing beverages; Artificial intelligence software for driverless cars; Interactive software based on artificial intelligence; Software for the integration of artificial intelligence and machine learning in the field of Big Data; Respirators, other than for artificial respiration.

Class 16: Legal journals; Legal pads.

Class 35: Provision of advertising space by electronic means and global information networks; Administrative services relating to the management of legal dockets; Recruitment consultancy for legal secretaries; Administrative services relating to the referral of clients to lawyers.

Class 36: Insurance for legal expenses; Legal expenses insurance; Insurance services relating to legal costs; Personal insurance services relating to the supply of legal advice; Computerised legal debt collection services; Underwriting insurance for pre-paid legal services; Personal insurance services relating to the supply of legal services; Financial guardianship; Financial advisory services relating to tax; Financial advice relating to tax; Financial advisory services relating to insolvency; Financial advice relating to settlements; Financial economic advisory services; Financial advice relating to taxation; Financial advice relating to wills; Advisory services relating to financial matters; Consultancy relating to educational financial assistance; Financial advice relating to tax planning; Financial consultation; Personal financial planning advisory services.

Class 39: Services for transporting legal documents.

Class 41: Legal education services; Training relating to the provision of legal services; Providing continuing legal education courses; Adult education services relating to law; Publication of documents in the field of training, science, public law and social affairs; Legal education services; Training relating to the provision of legal services; Providing continuing legal education courses; Adult education services relating to law; Publication of documents in the field of training, science, public law and social affairs.

Class 42: Artificial intelligence consultancy; Research in the field of artificial intelligence; Technology consultation in the field of artificial intelligence; Research in the field of artificial intelligence technology; Platforms for artificial intelligence as software as a service [SaaS]; Providing artificial intelligence computer programs on data networks; Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Artificial intelligence consultancy.

Class 45: Legal conveyancing; Legal advice; Legal services; Legal research; Legal advice and representation; Legal advocacy services; Patent licensing [legal services]; Legal investigation services; Provision of legal research; Certification of legal documents; Mediation in legal procedures; Legal mediation services; Mediation [legal services]; Legal research services; Registration services (legal); Legal consultation services; Licensing of intellectual property [legal services]; Personal legal affairs consultancy; Legal services in the field of immigration; Legal compliance auditing; Legal consultation in the field of taxation; Legal aid services; Legal services relating to copyright licensing; Provision of expert legal opinions; Legal consultancy services; Legal support services; Legal services relating to wills; Provision of legal information; Legal information services; Pro bono legal services; Legal services provided in relation to lawsuits; Professional legal consultations relating to franchising; Legal advice relating to franchising; Monitoring intellectual property rights for legal advisory purposes; Legal and judicial research services in the field of intellectual property; Legal services relating to business; Licensing of trademarks [legal services]; Legal consultancy relating to intellectual property rights; Licensing of software [legal services]; Software licensing [legal services]; Advisory services relating to consumers rights [legal advice]; Legal process serving; Trademark monitoring [legal services]; Attorney services [legal services]; Expert consultancy relating to legal issues; Compilation of legal information; Legal services relating to

intellectual property rights; Legal document preparation services; Legal services relating to licences; Legal services relating to social insurance claims; Licensing of patent applications [legal services]; Trademark watch services for legal advisory purposes; Legal watching services; Licensing of intellectual property in the field of copyrights [legal services]; Cartoon character licensing [legal services]; Monitoring industrial property rights for legal advisory purposes; Preparation of legal reports; Legal services relating to the exploitation of copyright for printed matter; Licensing of registered designs [legal services]; Legal services relating to the exploitation of patents; Legal services for procedures relating to industrial property rights; Legal information research services; Legal research in the field of environmental protection; Licensing [legal services] in the framework of software publishing; Legal consultancy relating to patent mapping; Licensing of intellectual property in the field of trademarks [legal services]; Legal services relating to the exploitation of intellectual property rights; Legal services in the field of child protection; Conveyancing services [legal services]; Legal research relating to real estate transactions; Legal services relating to the exploitation of broadcasting rights; Legal assistance in the drawing up of contracts; Bailiff services (legal services); Alternative dispute resolution services [legal services]; Legal services relating to the exploitation of copyright and industrial property rights; Legal services relating to the management and exploitation of copyright and ancillary copyright; Legal services relating to the acquisition of intellectual property; Granting of software licenses [legal services]; Preparation of legal reports in the field of human rights; Legal services relating to the registration of trademarks; Information services relating to legal matters; Legal services relating to the exploitation of transmission rights; Licensing of computer software [legal services]; Computer software (Licensing of -) [legal services]; Computer software licensing [legal services]; Legal services relating to the negotiation and drafting of contracts relating to intellectual property rights; Information, advisory and consultancy services relating to legal matters; Legal services relating to the exploitation of film copyright; Granting of software licences [legal services]; Domain names (Registration of -) [legal services]; Registration of domain names [legal services]; Legal services relating to the management, control and granting of licence rights; Legal services in relation to the negotiation of contracts for others; Arranging for the provision of legal services; Legal services relating to company formation and registration; Consultancy services relating to the

legal aspects of franchising; Providing information relating to legal affairs; Legal services relating to time share rights; Provision of information relating to legal services; Copyright (Professional advisory services relating to infringement of -); Litigation advice; Copyright (Professional advisory services relating to licensing of -); Professional advisory services relating to intellectual property rights; Political advice; Litigation services [services of a lawyer]; Legal advice in responding to calls for tenders; Copyright (Professional advisory services relating to -); Advisory services relating to the law; Advisory services relating to intellectual property licensing; Political consulting; Enforcement of intellectual property rights; Law enforcement; Political lobbying services; Political advisory services; Advisory services relating to intellectual property rights; Forensic advice for criminal investigations; Litigation services; Licensing of intellectual property rights; Legal conveyancing; Legal advice; Legal services; Legal research; Legal drafting; Legal advice and representation; Legal advocacy services; Patent licensing [legal services]; Legal investigation services; Provision of legal research; Legal mediation services; Mediation [legal services]; Legal research services; Mediation in legal procedures; Legal consultation services; Registration services (legal); Licensing of intellectual property [legal services]; Legal services in the field of immigration; Personal legal affairs consultancy; Legal consultation in the field of taxation; Legal compliance auditing; Legal aid services; Provision of expert legal opinions; Legal services relating to copyright licensing; Legal consultancy services; Legal support services; Legal services relating to wills; Provision of legal information; Legal information services; Legal services provided in relation to lawsuits; Pro bono legal services; Monitoring intellectual property rights for legal advisory purposes; Legal and judicial research services in the field of intellectual property; Professional legal consultations relating to franchising; Legal services relating to business; Legal consultancy relating to intellectual property rights; Legal advice relating to franchising; Licensing of trademarks [legal services]; Licensing of software [legal services]; Software licensing [legal services]; Legal process serving; Trademark monitoring [legal services]; Expert consultancy relating to legal issues; Compilation of legal information; Legal services relating to intellectual property rights; Legal services relating to social insurance claims; Legal document preparation services; Legal services relating to licences; Legal watching services; Licensing of patent applications [legal services]; Licensing of intellectual property in the field of copyrights [legal services]; Monitoring industrial

property rights for legal advisory purposes; Legal services relating to the exploitation of copyright for printed matter; Preparation of legal reports; Licensing of registered designs [legal services]; Legal services for procedures relating to industrial property rights; Legal services relating to the exploitation of patents; Legal information research services; Legal research in the field of environmental protection; Licensing [legal services] in the framework of software publishing; Legal assistance in the drawing up of contracts; Legal services relating to the exploitation of intellectual property rights; Legal services in the field of child protection; Legal consultancy relating to patent mapping; Licensing of intellectual property in the field of trademarks [legal services]; Legal research relating to real estate transactions; Conveyancing services [legal services]; Legal services relating to the exploitation of broadcasting rights; Alternative dispute resolution services [legal services]; Legal services relating to the exploitation of copyright and industrial property rights; Bailiff services (legal services); Legal services relating to the management and exploitation of copyright and ancillary copyright; Preparation of legal reports in the field of human rights; Legal services relating to the acquisition of intellectual property; Legal services relating to the exploitation of transmission rights; Granting of software licenses [legal services]; Legal services relating to the negotiation and drafting of contracts relating to intellectual property rights; Legal services relating to the registration of trademarks; Legal services relating to the exploitation of film copyright; Information, advisory and consultancy services relating to legal matters; Licensing of computer software [legal services]; Computer software (Licensing of -) [legal services]; Computer software licensing [legal services]; Granting of software licences [legal services]; Domain names (Registration of -) [legal services]; Registration of domain names [legal services]; Legal services relating to the management, control and granting of licence rights; Legal services in relation to the negotiation of contracts for others; Legal services relating to company formation and registration; Arranging for the provision of legal services; Providing information relating to legal affairs; Consultancy services relating to the legal aspects of franchising; Legal services relating to time share rights; Provision of information relating to legal services; Copyright (Professional advisory services relating to infringement of -); Copyright (Professional advisory services relating to licensing of -); Litigation advice; Professional advisory services relating to intellectual property rights; Litigation services [services of a lawyer]; Political advice; Legal advice in responding to calls

for tenders; Copyright (Professional advisory services relating to -); Advisory services relating to the law; Political consulting; Enforcement of intellectual property rights; Law enforcement; Political lobbying services; Political advisory services; Litigation services; Forensic advice for criminal investigations; Licensing of intellectual property rights.