

**O/1207/25**

**TRADE MARKS ACT 1994**

**IN THE MATTER OF APPLICATION NO. UK00004031366**

**BY WAWA LLAMA LTD**

**TO REGISTER THE TRADE MARKS:**

**AI AVALANCHE**

**Ai Avalanche**

**(series of 2)**

**IN CLASSES 9, 35, 41, 42 & 45**

**AND**

**IN THE MATTER OF OPPOSITION THERETO**

**UNDER NO. 448776**

**BY AVA LABS, INC.**

## **Background and pleadings**

1. On 26 March 2024, Wawa Llama Ltd (“the applicant”) applied to register the series of trade marks shown on the cover page of this decision in the UK. The application was published for opposition purposes on 26 April 2024. Registration is sought for the following goods and services:

Class 9: Software; Computer Software; Software Drivers; Maintenance Software; Multimedia Software; Educational Software; Media Software; Training Software; Telecommunications Software; Mobile Software; Smartphone Software; Presentation Software; Interactive Software; Software Applications; Downloadable Software; Downloadable Computer Software; Development Tool Programs; Software Compiling Tools; Software Development Tools; Artificial Intelligence and Machine Learning Software; Artificial Intelligence Software; Artificial Intelligence Software for Analysis; Software for the Integration of Artificial Intelligence and Machine Learning in the field of Big Data; Accessories, Parts and Fittings for the Aforesaid Goods.

Class 35: Business Management; Business Consultancy; Business Assistance; Publication of Publicity Material; Publication of Publicity Materials as Text; Publication of Publicity Materials on-line; Providing Consumer Product Information Relating to Software; Providing Consumer Product Advice Relating to Software; Retail, Online Retail and Wholesale Services relating to Software, Computer Software, Software Drivers, Maintenance Software, Multimedia Software, Educational Software, Media Software, Training Software, Telecommunications Software, Mobile Software, Smartphone Software, Presentation Software, Interactive Software, Software Applications, Downloadable Software, Downloadable Computer Software, Development Tool Programs, Software Compiling Tools and Software Development Tools; Advice, Consultancy and Information relating to the aforesaid Services.

Class 41: Education; Instruction; Software Instruction; Educational Demonstrations; Educational Information; Educational Services; Educational Consultancy; Educational Services relating to Software; Educational Services

relating to Computer Software; Training; Computer Training; Training Courses; Computerised Training; Business Training; Training relating to Computer Software; Training Services concerned with the use of Computer Software; Training relating to Computer Programs; Publication of Educational Materials; Publication of Multimedia Material Online; Publication of Educational Teaching Materials; Publication of Material which can be accessed from databases or from the Internet; Seminars; Conducting Seminars; Educational Seminars; Conducting Training Seminars; Advice, Consultancy and Information relating to the aforesaid Services.

Class 42: Information Technology Services; Computer Programming; Computer Engineering; Computer Consultation; Computer Software Engineering; Computer Software Integration; Computer Hardware Development; Software Design (Computer-); Computer Software Design; Software Engineering; Software Research; Software Design; Software Development; Software Installation; Software Authoring; Software Creation; Software Maintenance Services; Programming of Educational Software; Software as a Services [SaaS]; Artificial Intelligence Consultancy; Providing Artificial Intelligence Computer Programs on Data Networks; Advice, Consultancy and Information relating to the aforesaid Services.

Class 45: Software Licensing; Computer Software Licensing; Granting of Software Licences; Consultancy relating to Computer Software Licensing; Advice, Consultancy and Information relating to the aforesaid Services.

2. The application was opposed by Ava Labs, Inc. (“the opponent”) on 25 July 2024. The opposition is based upon section 5(2)(b) of the Trade Marks Act 1994 (“the Act”) against all applied for goods and services.

3. The opponent relies on the following trade mark:

UK801531564<sup>1</sup>

AVALANCHE

Priority date: 1 October 2019<sup>2</sup>

Filing date: 1 April 2020

Registration date: 8 October 2020

Relying on all goods and services for which it is registered as follows:

Class 9: Downloadable computer software for creating, managing and verifying cryptocurrency transactions; downloadable computer software for creating, managing and verifying cryptocurrency transactions using consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agent or participants; downloadable software for creating, exchanging and storing virtual currency; downloadable distributed application software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; downloadable software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; downloadable computer software, namely, an electronic financial platform that accommodates creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions; downloadable computer software, namely, an electronic financial platform that accommodates the creation and application of covenants, restrictions, and conditions to contracts

---

<sup>1</sup> On 1 January 2021, the UK left the EU after the expiry of the transition period. Under Article 54 of the Withdrawal Agreement, the Registry created comparable UK trade marks for all rights holders with an existing International Registrations designating the EU ("IREU"). As a result of the opponent having an IREU being protected as at the end of the Implementation Period, comparable UK trade marks were automatically created. The comparable trade mark shown here is now recorded on the UK trade mark register, has the same legal status as if it had been applied for and registered under UK law, and retains its original filing date.

<sup>2</sup> Priority is claimed from US Trademark No. 88638313

that are published, managed and verified using computer protocols, financial instruments and financial transactions.

Class 36: Cryptocurrency exchange services; cryptocurrency exchange services featuring consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agents or participants; providing secure payment options to members of an online community via a global computer network through the use of traditional currency and virtual currency, namely, financial transaction services being the providing of secure commercial transactions and payment options; virtual, digital and cryptocurrency monetary exchange services; electronic commerce payment services, namely, establishing funded accounts used to purchase goods and services on the Internet.

Class 42: Providing temporary use of non-downloadable software for creating, managing and verifying cryptocurrency transactions; providing temporary use of non-downloadable software for creating, managing and verifying cryptocurrency transactions using consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agents or participants; providing on-line non-downloadable software for creating, exchanging and storing virtual currency; platform as a service (PAAS) featuring computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions; providing temporary use of non-downloadable distributed application software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; platform as a service (PAAS) featuring computer software platforms that accommodate the creation and application of covenants, restrictions, and conditions to contracts that are published,

managed and verified using computer protocols, financial instruments and financial transactions; electronic storage of cryptocurrency coins or tokens for others, namely, electronic data storage.

4. The opponent claims that the marks have a high degree of similarity. The opponent also states that the applicant's goods and services are identical or highly similar to their own and that these similarities will give rise to a likelihood of confusion.

5. The applicant filed a counterstatement in which it denied the claims made by the opponent.

6. The applicant is represented by Briffa and the opponent is represented by Marks & Clerk LLP.

7. The opponent filed evidence. Neither party requested a hearing but the opponent filed submissions in lieu dated 10 March 2025. This decision is therefore taken following careful consideration of the papers.

8. 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.

## **Evidence**

9. The first witness statement supplied by the opponent is from Lee A. Schneider who is the General Counsel of Ava Labs, Inc., a position which he has held since 17 May 2021. The statement is dated 1 December 2024 and is accompanied by two exhibits. This evidence covers the background of the opponent company and the meaning of the term "AI (Artificial Intelligence)". As there is no proof of use element to this decision, I must make my comparisons on the goods and services at issue as they are registered

and therefore, the evidence relating to the actual work that the opponent undertakes is of little assistance and I will therefore not refer to it any further.

10. The second witness statement provided by the opponent is from Adam Wilson who is a Chartered Trade Mark Attorney at Marks & Clerk LLP. The witness statement is dated 2 December 2024 and is accompanied by 4 exhibits. This also includes evidence relating to the meaning of 'AI' and evidence relating to the relationship between software products and supporting services. I note that within the evidence provided are previous decisions of this Tribunal. Whilst I note their contents, I am not bound by them.

### **Decision**

11. Section 5(2)(b) is being relied upon and is 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 public, which includes the likelihood of association with the earlier trade mark”.

12. Section 5A of the Act is as follows:

“5A 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.”

13. An earlier trade mark is defined in section 6 of the Act, the relevant parts of which state:

“6. (1) In this Act an “earlier trade mark” means –

- (a) a registered trade mark or international trade mark (UK) which has a date of application for registration earlier than that of the trade mark in question, taking account (where appropriate) of the priorities claimed in respect of the trade marks,”

14. In these proceedings, the opponent is relying upon the trade mark shown in paragraph 3, which qualifies as an earlier trade mark under the above provisions. As the trade mark had not completed its registration process more than 5 years before the filing date of the application in suit, it is not subject to proof of use, as per section 6A of the Act. The opponent can, as a consequence, rely upon all of the goods and services they have identified.

### **Case law**

15. The following principles are gleaned from the decisions of the EU courts 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 B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98, *Matratzen Concord GmbH v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (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-334/05P and *Bimbo SA v OHIM*, Case C-591/12P:

- (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 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 great 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

16. In the judgment of the Court of Justice of the European Union (“CJEU”) in *Canon*, Case C-39/97, the court stated at paragraph 23 that:

“In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary”.

17. The relevant factors identified by Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, for assessing similarity were:

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

18. In *Kurt Hesse v OHIM*, Case C-50/15 P, the CJEU stated that complementarity is an autonomous criterion capable of being the sole basis for the existence of similarity between goods (or services). In *Boston Scientific Ltd v OHIM*, Case T-325/06, 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”.

19. In *Gérard Meric v OHIM* (‘Meric’), Case T-133/05, the GC stated that:

“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 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”.

20. For the purposes of considering the issue of similarity of 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 (see *Separode Trade Mark* (BL O/399/10) and *BVBA Management, Training en Consultancy v. Benelux-Merkenbureau* [2007] ETMR 35 at paragraphs 30 to 38).

21. The goods and services at issue can be found in Annex 1.

22. In their submissions in lieu, the opponent has provided some generic comparisons of the goods and services at issue. I have taken these into account during my comparisons below however, I keep in mind what was said by Iain Purvis KC as the Appointed Person in *Abus August Bremicket Sohne KG v Muhammad Ali*, Case BL O/0911/24 at paragraph 9 that:

“9. In a case like this where the marks cover a multitude of different goods, it is obviously necessary for the Opponent to identify with precision, both in its pleaded case and in any submissions made to the Registry, which goods of its own registrations are alleged to be similar to which goods of the Application. If this is not done, it is unfair to the Applicant and it is extremely difficult if not impossible for the Hearing Officer to decide the case.”

Therefore, where the opponent has not given clear or precise submissions, only consider similarities where it is obvious to do so; otherwise, the goods and services will be found to be dissimilar.

### Class 9

*Software; Computer Software; Mobile Software; Smartphone Software; Interactive Software; Software Applications; Downloadable Software; Downloadable Computer Software*

23. I consider the above terms to be broad terms, covering a wide range of software and that the opponent’s ‘downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; downloadable software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols;’ fall within all of the above and therefore, I find them to be identical under the *Meric* principle.

*Software Drivers;*

24. The opponent had grouped the above term with other software goods in class 9 in their submissions however, I understand that software drivers are software components that control communication between an operating system and hardware or peripheral devices whereas the opponent’s class 9 specification contains various specific types of software used in cryptocurrency transactions and in creating, executing and enforcing contracts. The goods differ markedly in nature, purpose, and method of use. Other than a very general overlap in user- that being the general public.

I can see no other similarities between the contested services and the opponent's goods and services. This general overlap is not, in my view, sufficient to lead to a finding of similarity. I therefore find these services to be dissimilar to the opponent's goods and services.

*Development Tool Programs; Software Compiling Tools; Software Development Tools*

25. I consider the above goods from the applicant's specification would be used in the development of computer software whereas the opponent's class 9 specification contains various specific types of ready to use software used in cryptocurrency transactions and in creating, executing and enforcing contracts. Therefore, there is a difference in their nature, users and trade channels (the applicant's goods will be aimed at someone looking to build software whereas the opponent's goods are aimed at people wishing to access already available software for various transactions in virtual currency and executing and enforcing contracts). They are not complementary nor are they in competition. I therefore find them similar to be dissimilar.

*Maintenance Software; Multimedia Software; Educational Software; Media Software; Training Software; Telecommunications Software; Presentation Software; Artificial Intelligence and Machine Learning Software; Artificial Intelligence Software; Artificial Intelligence Software for Analysis; Software for the Integration of Artificial Intelligence and Machine Learning in the field of Big Data*

26. The above terms from the applicant's specification describe various types of software, although I consider that they are still fairly broad types (for example, maintenance software covers any type of maintenance-related software). The opponent's software goods are far more specific (for example, Downloadable computer software for creating, managing and verifying cryptocurrency transactions). Therefore, there might be a very general overlap in user and nature, neither on their own would be enough to warrant a finding of similarity. I cannot see any other similarities between the goods and services at issue. I therefore find them to be dissimilar.

### *Accessories, Parts and Fittings for the Aforesaid Goods*

27. With regard to the above term in this class, it is not clear to me, and I have been provided with no submissions otherwise, as to what an accessory, part or fitting to software goods might be. I consider that there might be some parts of software that are software themselves and therefore, the level of similarity would be the same as for the underlying goods.

### Class 35

#### *Business Management; Business Consultancy; Business Assistance*

28. The opponent claims within their submissions that the above services can relate to their own class 9 goods and class 36 and 42 services. I remind myself of *In SkyKick UK Ltd & Anor v Sky Ltd & Ors (Rev1)* [2024] UKSC 36, where Lord Kitchin set out the proper approach to considering terms in specifications:

“365. [...] The correct approach, as a matter of principle, in considering a specification of services which is defined by terms which are not clear or precise, is to confine the terms used to the substance or core of their possible meanings: see, for example, *Reed Executive plc v Reed Business Information Ltd* [2004] EWCA Civ 159; [2004] RPC 40, at para 43. So too, if a specification of goods is defined by terms which are ambiguous, then it should be confined to those goods which are clearly covered. These principles are consistent with first, the requirement that the specifications of goods and services must be clear and precise so that others know what they can and cannot do; and secondly, general fairness because any ambiguity is the responsibility of the owner of the mark. If despite this, the words used are still unclear so that they cannot be interpreted, then it is permissible to disregard them. But, in my opinion, that will rarely be the case.”

29. I view the above services as helping to run a business whereas the opponent's class 9 and 42 items are software related (for the most part with a relation to financial or cryptocurrency transactions and the same can be said for the class 36 services). I

note that the opponent has claimed that the contested terms are broadly worded and could therefore be related to the opponent's terms (giving the example of business consultancy services relating to software products or virtual currency). I consider this to be too broad an interpretation, especially as the opponent does not have software and cryptocurrency goods and services at large but rather, more specific terms. Other than a general overlap in user, I find no other similarities between the contested services and the opponent's goods and services. This general overlap is not, in my view, sufficient to lead to a finding of similarity. I therefore find these services to be dissimilar to the opponent's goods and services.

*Publication of Publicity Material; Publication of Publicity Materials as Text; Publication of Publicity Materials on-line*

30. The opponent makes the same submissions on similarity for these terms as they do in paragraph 27 above. Once again, I find no similarities between the contested services and the opponent's goods and services. I therefore find these services to be dissimilar to the opponent's goods and services.

*Providing Consumer Product Information Relating to Software; Providing Consumer Product Advice Relating to Software*

31. I consider that there would be an overlap in user between the above services and the opponent's class 9 terms that relate to software - especially as the applicant's services cover software broadly. There is also likely to be an overlap in trade channels. The nature differs, as does the use. There is likely to be complementarity- the software is integral to providing the information in relation to it and it would be reasonable for the average consumer to believe that both were provided by the same undertaking. There is no competition. I therefore find these services to be similar to the opponent's goods to a medium degree.

*Retail, Online Retail and Wholesale Services relating to Software, Computer Software, Mobile Software, Smartphone Software, Interactive Software, Software Applications, Downloadable Software, Downloadable Computer Software*

32. I note the opponent's submissions regarding the case of *Oakley, Inc v OHIM*,<sup>3</sup> (where the GC held that although retail services are different in nature, purpose and method of use to goods, retail services for particular goods may be complementary to those goods, and distributed through the same trade channels, and therefore similar to a degree). However, I must also consider the more recent cases reviewed in *Tony Van Gulck v Wasabi Frog Ltd*<sup>4</sup> by Mr Geoffrey Hobbs Q.C. (as he then was) as the Appointed Person. He said (at paragraph 9 of his judgment) that:

“9. The position with regard to the question of conflict between use of BOO! for handbags in Class 18 and shoes for women in Class 25 and use of MissBoo for the Listed Services is considerably more complex. There are four main reasons for that: (i) selling and offering to sell goods does not, in itself, amount to providing retail services in Class 35; (ii) an application for registration of a trade mark for retail services in Class 35 can validly describe the retail services for which protection is requested in general terms; (iii) for the purpose of determining whether such an application is objectionable under Section 5(2)(b), it is necessary to ascertain whether there is a likelihood of confusion with the opponent's earlier trade mark in all the circumstances in which the trade mark applied for might be used if it were to be registered; (iv) the criteria for determining whether, when and to what degree services are 'similar' to goods are not clear cut.”

33. I also note *Sanco SA v OHIM*, Case C-411/13P and *Assembled Investments (Proprietary) Ltd v. OHIM*, Case T-105/05, at paragraphs [30] to [35] of the judgment, upheld on appeal in *Waterford Wedgwood Plc v. Assembled Investments (Proprietary) Ltd* Case C-398/07P, which state that:

i) Goods and services are not similar on the basis that they are complementary if the complementarity between them is insufficiently pronounced that, from the consumer's point of view, they are unlikely to be offered by one and the same undertaking;

---

<sup>3</sup> Case T-116/06, at paragraphs 46-57

<sup>4</sup> Case BL O/391/14

ii) In making a comparison involving a mark registered for goods and a mark proposed to be registered for retail services (or vice versa), it is necessary to envisage the retail services normally associated with the opponent's goods and then to compare the opponent's goods with the retail services covered by the applicant's trade mark;

iii) It is not permissible to treat a mark registered for 'retail services for goods X' as though the mark was registered for goods X;

iv) The General Court's findings in *Oakley* did not mean that goods could only be regarded as similar to retail services where the retail services related to exactly the same goods as those for which the other party's trade mark was registered (or proposed to be registered).

34. In paragraph 23 above, I have found the goods listed in this term to be identical to the opponent's class 9 terms. Therefore, in relation to the retail of those goods, I still consider there to be an overlap in user and trade channel although, obviously, the nature will differ, as will the purpose. Further, the goods are indispensable to the retail services relating to them and there is complementarity. I therefore find them to be similar to a medium degree.

*Retail, Online Retail and Wholesale Services relating to Maintenance Software, Multimedia Software, Educational Software, Media Software, Training Software, Telecommunications Software, Presentation Software, Software Drivers, Development Tool Programs, Software Compiling Tools and Software Development Tools*

35. In relation to the goods within this term, I found them dissimilar to the opponent's specification and it therefore follows that I find the retail/wholesale services in relation to them to also be dissimilar.

*Advice, Consultancy and Information relating to the aforesaid Services*

36. With regard to the above term in this class, to the extent that the advice, consultancy and information relates to services where I have found there to be similarity with the opponent's specification, then there will be a degree of similarity here also. A consumer would expect a provider of a service to also be able to provide advice, consultancy and information relating to it. I consider the level of similarity to be slightly lower than between the services themselves.

Class 41

*Educational Services relating to Software; Educational Services relating to Computer Software; Training relating to Computer Software; Training Services concerned with the use of Computer Software; Training relating to Computer Programs; Software Instruction; Computer Training*

37. The opponent put forward the comparison of the above goods with their own class 42 services, being the services relating to the provision of certain types of software which differs in nature and purpose to the training nature of the above goods from the applicant's specification. There is likely to be an overlap in end user as the user of software goods might require training as to how they are used. There also might be an overlap in trade channels. It is arguable that there is a degree of complementarity here, the software is essential to the training and it would be reasonable for the average consumer to expect both to be provided by the same undertaking. There is no competition between the services. I therefore find them similar to a low degree.

*Education; Instruction; Educational Demonstrations; Educational Information; Educational Services; Educational Consultancy; Training; Training Courses; Computerised Training; Seminars; Conducting Seminars; Educational Seminars; Conducting Training Seminars*

38. Given the above terms incorporate the training/educational services relating to computer software which I have found to be similar to a low degree above, I consider that the same findings apply here.

### *Business Training*

39. This term is clearly a more specific type of training which is not related to software but rather running a business. Therefore, I believe there is no overlap in the *Treat* factors (save for a very general overlap in user which is not enough on its own to substantiate a finding of similarity) and I therefore find these to be dissimilar.

*Publication of Educations Materials; Publication of Multimedia Material Online; Publication of Educational Teaching Materials; Publication of Material which can be accessed from databases or from the Internet*

40. I see no obvious comparison between these services and any of the goods or services covered by the opponent's mark. The only similarity between these services and the opponent's goods and services is that they may be used by members of the general public. However, this is not enough for a finding of a likelihood of confusion. I note that the opponent states within its submissions that the published documents could relate to software products or virtual currency however, simply because they provide published documents for their own goods and services does not mean they provide the service of publication to others. I therefore find these to be dissimilar.

*Advice, Consultancy and Information relating to the aforesaid Services.*

41. As I have set out previously in this decision, where I have found there to be similarity between the other services in this class of the applicant's specification to the opponent's specification, I consider the level of similarity to be slightly lower than between the services themselves.

### Class 42

*Information Technology Services*

42. This is a very broad term and I consider that IT services would relate to software as well as hardware support. I believe it will encompass consultancy, maintenance,

and support for IT systems. This will overlap in users with the opponent's 'platform as a service (PAAS) featuring computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions'. There could be an overlap in purpose, nature and trade channel. They are not in competition nor complementary. I therefore find the services to be similar to a high degree.

*Computer Programming; Computer Engineering; Computer Consultation; Computer Hardware Development*

43. The opponent's services in class 42 consist of providing temporary use of non-downloadable software for virtual currency and creating and enforcing contracts as well as platforms as a service. Whilst these are services that can be accessed online by member of the general public, they are not highly specialised computer and IT services of the same kind of those listed above which are business to business services and have nothing in common with the opponent's services. The services have different natures, purposes, uses, users, methods of use, they do not share trade channels and are neither complementary nor in competition. These services are dissimilar.

*Computer Software Engineering; Computer Software Integration; Software Design (Computer-); Computer Software Design; Software Engineering; Software Research; Software Design; Software Development; Software Installation; Software Authoring; Software Creation; Software Maintenance Services*

44. For the most part, the opponent's class 42 services are 'providing on-line non-downloadable software' or 'providing temporary use of non-downloadable software' for various uses related to virtual currency. I consider that these services overlap in trade channels, with undertakings which specialise in software providing all of the aforementioned services, to the same users. I also find that the nature and purpose of the services overlap, as they all pertain to, and provide the user with, software. There may also be a degree of competition- the user may choose to employ a software designer or buy/access off the shelf software as provided by the opponent. On this basis, I find that the services are similar to a medium degree.

### *Software as a Services [SaaS]*

45. Within their submissions the opponent compared the above services to their own 'platform as a service (PAAS) featuring computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions'. The purpose of the services differs as the opponent's services provide a platform for developing applications and software, while the applicant's services provide pre-developed applications and software. The nature of the services differ as one is a platform for developing software, while the other is the software itself. The users overlap as both would be used by professionals, both in technology fields and in general business fields. It is likely that trade channels would overlap, as both services may be provided by computer technology companies. There may be competition as a consumer is likely to decide whether to use PaaS or SaaS for their business needs. There is no complementarity. Overall, I find the above goods to have a low level of similarity.

### *Programming of Educational Software*

46. Whilst there might be an overlap of users and nature in paragraph 42 above, I find it does not extend to these services. The above service from the applicant's specification is specifically intended for educational software, whereas the opponent's services are more geared towards virtual currency and there are no specific submissions from the opponent to support any other finding. Therefore, the users, nature and purpose all differ. Any overlap in trade channel will be very general. There is no complementarity and no competition. Therefore, I find these services to be dissimilar.

### *Artificial Intelligence Consultancy; Providing Artificial Intelligence Computer Programs on Data Networks*

47. I consider that 'providing on-line non-downloadable software for creating, exchanging and storing virtual currency; platform as a service (PAAS) featuring

computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions' and the services above generally target businesses, professionals and consumers with an interest in technology. As regards distribution channels, the above services are offered primarily through online platforms or digital marketplaces (e.g. websites and cloud-based dashboards). Moreover, whether they are an AI tool or a virtual community platform, users access and use them online, often via subscription. The nature and purpose differs. They are not in competition nor are they complementary. I therefore find that any slight overlap in user and trade channel is not enough to support a finding of similarity and consider these terms to be dissimilar.

*Advice, Consultancy and Information relating to the aforesaid Services.*

48. As I have set out previously in this decision, where I have found there to be similarity between the other services in this class of the applicant's specification to the opponent's specification, I consider the level of similarity to be slightly lower than between the services themselves.

#### Class 45

*Software Licensing; Computer Software Licensing; Granting of Software Licences; Consultancy relating to Computer Software Licensing; Advice, Consultancy and Information relating to the aforesaid Services.*

49. Downloading or accessing software might involve a copyright licence. However, I doubt that this would amount to licensing software as a service. Rather, software licensing would be a business-to-business service. The nature and purpose of the goods and services in the opponent's specification differs from these terms. They do not share distribution channels and are neither in competition nor complementary. I therefore find these services to be dissimilar.

50. In *eSure Insurance v Direct Line Insurance*, [2008] ETMR 77 CA, Lady Justice Arden stated that:

“49..... I do not find any threshold condition in the jurisprudence of the Court of Justice cited to us. Moreover I consider that no useful purpose is served by holding that there is some minimum threshold level of similarity that has to be shown. 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.”

51. As I have found no similarity with the opponent’s goods and services, the opposition in relation to the following services fails here:

Class 9: Software drivers; Development Tool Programs; Software Compiling Tools; Software Development Tools; Maintenance Software; Multimedia Software; Educational Software; Media Software; Training Software; Telecommunications Software; Presentation Software; Artificial Intelligence and Machine Learning Software; Artificial Intelligence Software; Artificial Intelligence Software for Analysis; Software for the Integration of Artificial Intelligence and Machine Learning in the field of Big Data

Class 35: Business Management; Business Consultancy; Business Assistance; Publication of Publicity Material; Publication of Publicity Materials as Text; Publication of Publicity Materials on-line; Retail, Online Retail and Wholesale Services relating to Maintenance Software, Multimedia Software, Educational Software, Media Software, Training Software, Telecommunications Software, Presentation Software, Software Drivers, Development Tool Programs, Software Compiling Tools and Software Development Tools

Class 41: Business Training; Publication of Educational Materials; Publication of Multimedia Material Online; Publication of Educational Teaching Materials; Publication of Material which can be accessed from databases or from the Internet

Class 42: Computer Programming; Computer Engineering; Computer Consultation; Computer Hardware Development; Programming of Educational Software; Artificial Intelligence Consultancy; Providing Artificial Intelligence Computer Programs on Data Networks

Class 45: Software Licensing; Computer Software Licensing; Granting of Software Licences; Consultancy relating to Computer Software Licensing; Advice, Consultancy and Information relating to the aforesaid Services.

52. The opposition shall continue in respect of:

Class 9: Software; Computer Software; Mobile Software; Smartphone Software; Interactive Software; Software Applications; Downloadable Software; Downloadable Computer Software; Accessories, parts and fittings for the aforesaid goods.

Class 35: Providing Consumer Product Information Relating to Software; Providing Consumer Product Advice Relating to Software; Retail, Online Retail and Wholesale Services relating to Software, Computer Software, Mobile Software, Smartphone Software, Interactive Software, Software Applications, Downloadable Software, Downloadable Computer Software; Advice, Consultancy and Information relating to the aforesaid Services

Class 41: Educational Services relating to Software; Educational Services relating to Computer Software; Training relating to Computer Software; Training Services concerned with the use of Computer Software; Training relating to Computer Programs; Software Instruction; Computer Training; Education; Instruction; Educational Demonstrations; Educational Information; Educational Services; Educational Consultancy; Training; Training Courses; Computerised Training; Seminars; Conducting Seminars; Educational Seminars; Conducting Training Seminars; Advice, Consultancy and Information relating to the aforesaid Services.

Class 42: Information Technology Services; Computer Software Engineering; Computer Software Integration; Software Design (Computer-); Computer Software Design; Software Engineering; Software Research; Software Design; Software Development; Software Installation; Software Authoring; Software Creation; Software Maintenance Services; Software as a Services [SaaS]; Advice, Consultancy and Information relating to the aforesaid Services.

### **Average consumer and the purchasing act**

53. The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purpose 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 services in question: *Lloyd Schuhfabrik Meyer*, Case C-342/97.

54. In *Hearst Holdings Inc, Fleischer Studios Inc v A.V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. (as he then was) described the average consumer in these terms:

“60. The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The word “average” denotes that the person is typical. The term “average” does not denote some form of numerical mean, mode or median.”

55. I consider that the average consumer of the goods and services are more likely to be professional or business consumers; however, I do not discount that there may be members of the general public who might also purchase them, particularly in relation to the general nature of some of the applicant's terms (i.e. software or retail). The costs of these goods are likely to vary greatly between low and high cost. I would consider that these goods and services will be purchased relatively infrequently although there is potential for some to be more frequent. The average consumer will need to take into

consideration the cost and suitability of these goods in accordance with their needs. I therefore consider that the level of attention paid by the average consumer would vary from an average degree (for everyday software downloads or purchases) to a higher-than-average level (for goods and services such as education and software design) during the purchasing process particular where money/cryptocurrency is featured.

56. The above goods and services are likely to be selected from specialist retailers, websites, advertisements and signs on a physical property. I therefore believe that visual considerations will dominate the selection process. However, I do not discount the possibility that there could be aural considerations from word-of-mouth recommendations or advice from a sales assistant.

### **Comparison of the marks**

57. 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 Case C-591/12P, *Bimbo SA v OHIM*, 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 impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

58. It would be wrong, therefore, to artificially dissect the trade marks, 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.

59. The marks to be compared are:

Contested marks	Earlier mark
<p data-bbox="293 456 699 510"><b>AI AVALANCHE</b></p> <p data-bbox="325 640 663 694"><b>Ai Avalanche</b></p> <p data-bbox="408 728 580 763">(series of 2)</p>	<p data-bbox="932 474 1267 528"><b>AVALANCHE</b></p>

60. The earlier mark is a word mark comprising of a singular word and therefore, that is where the overall impression lies.

61. The contested marks are a series of word marks, the protection resulting from registration of a word mark relates to the word mentioned in the application for registration and not the specific figurative or stylistic aspects which that mark might have.<sup>5</sup> Therefore, as the contested marks can be presented in any standard typeface and combination of capitals/lower case, I will go on to compare them in the singular. The contested mark is comprised of two elements: the first is the acronym 'AI' which I consider is readily understood to stand for 'Artificial Intelligence' (I will discuss this further later in this decision). This is likely to be seen to be descriptive or allusive of the goods and services applied for (I consider this is the case even for the class 41 services still at issue as the average consumer might believe AI to be involved in the creation of the education or the provision thereof). This will therefore play a lesser role in the mark. 'Avalanche' has no such link to the goods and services and therefore, I consider it to be the dominant and distinctive element of the marks.

62. I turn next to the visual comparison of the marks. The earlier mark is entirely encompassed within the contested marks. The contested marks have the element 'AI'

---

<sup>5</sup> *LA Superquimica v EUIPO*, T-24/17 para 39

at the beginning which has no counterpart in the earlier mark but is only a two letter difference. I therefore find the marks visually similar to a high degree.

63. Aurally, I consider that 'Avalanche' will be given its ordinary everyday pronunciation and will be pronounced identically in the two marks. The contested marks have the letters 'AI' at the beginning which I find will be said as the two letters (i.e. 'A' and 'I') and have no counterpart in the earlier mark. The marks therefore share 3 syllables identically and the contested marks have 2 further syllables at the beginning. I therefore find the marks aurally similar to between a medium and a high degree.

64. The marks coincide conceptually with word 'Avalanche' which will have the same meaning in both marks. The contested marks contain the initialism 'AI' at the beginning which stands for 'Artificial Intelligence' (the opponent has provided evidence in relation to the meaning of this as being a 'type of computer technology which is concerned with making machines work in an intelligent way')<sup>6</sup> and this acts as a slight point of conceptual difference between the marks. I therefore find the marks to be conceptually similar to between a medium and a high degree.

### **Distinctive character of the earlier trade**

65. In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97 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 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 C108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-2779, paragraph 49).

---

<sup>6</sup> Paragraph 2 of the Witness Statement of Adam Wilson

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 promotion of 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).”

66. Registered trade marks possess varying degrees of inherent distinctive character, ranging from the very low, because they are suggestive or allusive of a characteristic of the goods and services, to those with high inherent distinctive character, such as invented words which have no allusive qualities. The distinctiveness of a mark can be enhanced by virtue of the use that has been made of it. Although the opponent has provided evidence of their own company background and screenshots of their website, this is not enough to support a finding of enhanced distinctiveness. I therefore only have the inherent position to consider.

67. The earlier mark comprises of the word ‘Avalanche’ which is an ordinary dictionary term. It does not appear to have any link to the goods and services registered. I therefore consider it to be inherently distinctive to a medium degree.

### **Likelihood of Confusion**

68. 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 exists between the marks and the goods down to the responsible undertakings being the same or related. There is no scientific formula to apply in determining whether there is a likelihood of confusion; rather, it is a global assessment where a number of factors need to be borne in mind. The first is the interdependency principle i.e. a lesser

degree of similarity between the respective trade marks may be offset by a greater degree of similarity between the respective goods and vice versa. It is necessary for me to keep in mind the distinctive character of the earlier mark, the average consumer for the goods and the nature of the purchasing process. In doing so, I must be alive to the fact 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 he has retained in his mind.

69. The following factors must be considered to determine if a likelihood of confusion can be established:

- I have found the marks to be visually similar to a high degree.
- I have found the marks to be aurally and conceptually similar to between a medium and high degree.
- The earlier mark is a word mark comprising of a singular word and therefore, that is where the overall impression lies.
- The word 'Avalanche' is the dominant and distinctive component of the contested mark with 'AI' being descriptive or allusive of the goods and services applied for.
- I consider that the average consumer is more likely to be professional or business consumers however, I do not discount that there may be members of the general public who will select the goods primarily by visual means, although I do not discount an aural component.
- I have concluded that between an average and a higher than average level of attention will be paid during the purchasing process.
- The remaining goods and services at issue are identical or similar to between a low and a high degree.

70. I mentioned above that I find 'AI' to be descriptive or allusive to the goods and services that remain at issue. I believe that the average consumer might view AI as involved in software goods and services (including the class 35 services which relate to providing consumer information relating to software) either in their creation or being used as part of the software itself. Regarding the class 41 services relating to

education and training, it follows, in my mind, that the same reasoning could be applied here. The average consumer might believe that AI is responsible for the creation of the education/training itself or the provision of the training/education.

71. As such, I find that it is likely that the average consumer, even when paying a higher than average degree of attention, would easily overlook the 'AI' element as it is descriptive/allusive of the goods and services being provided. While the difference between the marks (that is, the inclusion of 'AI' in the contested mark) is at the beginning, it is possible for there to be a likelihood of confusion for marks that share an ending.<sup>7</sup> I consider that this will occur even where the goods and services are similar to a low degree due to the identity of the overlapping (and dominant elements) of the marks.

72. In case I am wrong in this finding, I will now go on to consider indirect confusion, which was described in the following terms by Iain Purvis Q.C. sitting as the Appointed Person, in *L.A. Sugar Limited v By Back Beat Inc*, BL O/375/10:

“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 recognized 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.”

73. In *Liverpool Gin Distillery Ltd & Ors v Sazerac Brands, LLC & Ors* [2021] EWCA Civ 1207, Arnold LJ referred to the comments of James Mellor QC (as he then was),

---

<sup>7</sup> *Bristol Global Co Ltd v EUIPO*, T-194/14,

sitting as the Appointed Person in *Cheeky Italian Ltd v Sutaria (O/219/16)*, where he said at [16] that “a finding of a likelihood of indirect confusion is not a consolation prize for those who fail to establish a likelihood of direct confusion”. Arnold LJ agreed, pointing out that there must be a “proper basis” for concluding that there is a likelihood of indirect confusion where there is no likelihood of direct confusion.

74. Given the elements of the contested mark that have no counterpart in the earlier mark (i.e. ‘AI’) are descriptive/allusive of the goods and services applied for I believe the average consumer will see the contested mark as an alternative mark being used by the same or economically linked undertakings as a sub-brand especially focused on using AI. It follows therefore, that I find there to be a likelihood of indirect confusion.

## **Conclusion**

75. The opposition has been partially successful. The opposition is successful in relation to the following goods and services for which registration is refused:

Class 9: Software; Computer Software; Mobile Software; Smartphone Software; Interactive Software; Software Applications; Downloadable Software; Downloadable Computer Software; Accessories, parts and fittings for the aforesaid goods.

Class 35: Providing Consumer Product Information Relating to Software; Providing Consumer Product Advice Relating to Software; Retail, Online Retail and Wholesale Services relating to Software, Computer Software, Mobile Software, Smartphone Software, Interactive Software, Software Applications, Downloadable Software, Downloadable Computer Software; Advice, Consultancy and Information relating to the aforesaid Services

Class 41: Educational Services relating to Software; Educational Services relating to Computer Software; Training relating to Computer Software; Training Services concerned with the use of Computer Software; Training relating to Computer Programs; Software Instruction; Computer Training; Education; Instruction; Educational Demonstrations; Educational Information; Educational

Services; Educational Consultancy; Training; Training Courses; Computerised Training; Seminars; Conducting Seminars; Educational Seminars; Conducting Training Seminars; Advice, Consultancy and Information relating to the aforesaid Services.

Class 42: Information Technology Services; Computer Software Engineering; Computer Software Integration; Software Design (Computer-); Computer Software Design; Software Engineering; Software Research; Software Design; Software Development; Software Installation; Software Authoring; Software Creation; Software Maintenance Services; Software as a Services [SaaS]; Advice, Consultancy and Information relating to the aforesaid Services.

76. The opposition fails in relation to the following goods and services for which the application may continue to registration:

Class 9: Software drivers; Development Tool Programs; Software Compiling Tools; Software Development Tools; Maintenance Software; Multimedia Software; Educational Software; Media Software; Training Software; Telecommunications Software; Presentation Software; Artificial Intelligence and Machine Learning Software; Artificial Intelligence Software; Artificial Intelligence Software for Analysis; Software for the Integration of Artificial Intelligence and Machine Learning in the field of Big Data;

Class 35: Business Management; Business Consultancy; Business Assistance; Publication of Publicity Material; Publication of Publicity Materials as Text; Publication of Publicity Materials on-line; Retail, Online Retail and Wholesale Services relating to Maintenance Software, Multimedia Software, Educational Software, Media Software, Training Software, Telecommunications Software, Presentation Software, Software Drivers, Development Tool Programs, Software Compiling Tools and Software Development Tools

Class 41: Business Training; Publication of Educational Materials; Publication of Multimedia Material Online; Publication of Educational Teaching Materials;

Publication of Material which can be accessed from databases or from the Internet

Class 42: Computer Programming; Computer Engineering; Computer Consultation; Computer Hardware Development; Programming of Educational Software; Artificial Intelligence Consultancy; Providing Artificial Intelligence Computer Programs on Data Networks

Class 45: Software Licensing; Computer Software Licensing; Granting of Software Licences; Consultancy relating to Computer Software Licensing; Advice, Consultancy and Information relating to the aforesaid Services.

### **Costs**

77. The guidance for awards of costs are set out in TPN 1/2023.

78. On reviewing the matters at hand, I consider that both parties have had some level of success and some failure and therefore, I consider that the fairest basis to deal with costs is for each party to bear their own in this matter.

79. I therefore make no award of costs in this matter.

**Dated this 23<sup>rd</sup> day of December 2025**

**L Nicholas  
For the Registrar**

**Annex 1:**

<b>Contested goods and services</b>	<b>Earlier goods and services</b>
<p>Class 9: Software; Computer Software; Software Drivers; Maintenance Software; Multimedia Software; Educational Software; Media Software; Training Software; Telecommunications Software; Mobile Software; Smartphone Software; Presentation Software; Interactive Software; Software Applications; Downloadable Software; Downloadable Computer Software; Development Tool Programs; Software Compiling Tools; Software Development Tools; Artificial Intelligence and Machine Learning Software; Artificial Intelligence Software; Artificial Intelligence Software for Analysis; Software for the Integration of Artificial Intelligence and Machine Learning in the field of Big Data; Accessories, Parts and Fittings for the Aforesaid Goods.</p> <p>Class 35: Business Management; Business Consultancy; Business Assistance; Publication of Publicity Material; Publication of Publicity Materials as Text; Publication of Publicity Materials on-line; Providing Consumer Product Information Relating to Software; Providing Consumer Product Advice Relating to Software; Retail, Online Retail and Wholesale Services</p>	<p>Class 9: Downloadable computer software for creating, managing and verifying cryptocurrency transactions; downloadable computer software for creating, managing and verifying cryptocurrency transactions using consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agent or participants; downloadable software for creating, exchanging and storing virtual currency; downloadable distributed application software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; downloadable software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; downloadable computer software, namely, an electronic financial platform that accommodates creation and management of virtual currency, contracts that are published, managed and verified using computer protocols,</p>

<p>relating to Software, Computer Software, Software Drivers, Maintenance Software, Multimedia Software, Educational Software, Media Software, Training Software, Telecommunications Software, Mobile Software, Smartphone Software, Presentation Software, Interactive Software, Software Applications, Downloadable Software, Downloadable Computer Software, Development Tool Programs, Software Compiling Tools and Software Development Tools; Advice, Consultancy and Information relating to the aforesaid Services.</p> <p>Class 41: Education; Instruction; Software Instruction; Educational Demonstrations; Educational Information; Educational Services; Educational Consultancy; Educational Services relating to Software; Educational Services relating to Computer Software; Training; Computer Training; Training Courses; Computerised Training; Business Training; Training relating to Computer Software; Training Services concerned with the use of Computer Software; Training relating to Computer Programs; Publication of Educational Materials; Publication of Multimedia Material Online; Publication of Educational</p>	<p>financial instruments and financial transactions; downloadable computer software, namely, an electronic financial platform that accommodates the creation and application of covenants, restrictions, and conditions to contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions.</p> <p>Class 36: Cryptocurrency exchange services; cryptocurrency exchange services featuring consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agents or participants; providing secure payment options to members of an online community via a global computer network through the use of traditional currency and virtual currency, namely, financial transaction services being the providing of secure commercial transactions and payment options; virtual, digital and cryptocurrency monetary exchange services; electronic commerce payment services, namely, establishing funded accounts used to purchase goods and services on the Internet.</p> <p>Class 42: Providing temporary use of non-downloadable software for creating,</p>
---	--

<p>Teaching Materials; Publication of Material which can be accessed from databases or from the Internet; Seminars; Conducting Seminars; Educational Seminars; Conducting Training Seminars; Advice, Consultancy and Information relating to the aforesaid Services.</p>	<p>managing and verifying cryptocurrency transactions; providing temporary use of non-downloadable software for creating, managing and verifying cryptocurrency transactions using consensus protocols which are protocols for obtaining agreement on a data values among a number of processes, agents or participants; providing on-line non-downloadable software for creating, exchanging and storing virtual currency; platform as a service (PAAS) featuring computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions; providing temporary use of non-downloadable distributed application software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for creating, executing and enforcing contracts that are published, managed and verified</p>
<p>Class 42: Information Technology Services; Computer Programming; Computer Engineering; Computer Consultation; Computer Software Engineering; Computer Software Integration; Computer Hardware Development; Software Design (Computer-); Computer Software Design; Software Engineering; Software Research; Software Design; Software Development; Software Installation; Software Authoring; Software Creation; Software Maintenance Services; Programming of Educational Software; Software as a Services [SaaS]; Artificial Intelligence Consultancy; Providing Artificial Intelligence Computer Programs on Data Networks; Advice, Consultancy and Information relating to the aforesaid Services.</p>	<p>managing and verifying cryptocurrency transactions; providing temporary use of non-downloadable software for creating, exchanging and storing virtual currency; platform as a service (PAAS) featuring computer software platforms for creation and management of virtual currency, contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions; providing temporary use of non-downloadable distributed application software for creating, executing and enforcing contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for securing, maintaining consistency and tamper-proofing data that represents digital currency and contracts that are published, managed and verified using computer protocols; providing temporary use of non-downloadable software for creating, executing and enforcing contracts that are published, managed and verified</p>
<p>Class 45: Software Licensing; Computer Software Licensing; Granting of Software Licences; Consultancy relating</p>	<p>managing and verifying cryptocurrency transactions; providing temporary use of non-downloadable software for creating, executing and enforcing contracts that are published, managed and verified</p>

<p>to Computer Software Licensing; Advice, Consultancy and Information relating to the aforesaid Services.</p>	<p>using computer protocols; platform as a service (PAAS) featuring computer software platforms that accommodate the creation and application of covenants, restrictions, and conditions to contracts that are published, managed and verified using computer protocols, financial instruments and financial transactions; electronic storage of cryptocurrency coins or tokens for others, namely, electronic data storage.</p>
--	--