

**TRADE MARKS ACT 1994**

**IN THE MATTER OF APPLICATIONS NOS 12417 & 12418  
BY CICADA CO LIMITED FOR DECLARATIONS OF  
INVALIDITY IN RESPECT OF REGISTRATION NOS  
2149484A & 2149484B STANDING IN THE NAME  
OF DAVE CLARK LONDON LIMITED**

## **TRADE MARKS ACT 1994**

**IN THE MATTER OF Applications Nos 12417 & 12418  
By Cicada Co Limited for declarations of  
Invalidity in respect of Registration Nos  
2149484A & 2149484B standing in the name  
of Dave Clark London Limited**

### **DECISION**

1. The following series of two trade marks is registered under Nos 2149484A and 2149484B.

**READY STEADY GO!  
READY, STEADY, GO!**

2. The full specifications are set out for convenience in the Annex to this decision. The registrations share a common filing date of 30 October 1997.

3. By applications dated 19 March 2001 Cicada Co, Limited of Tokyo, Japan applied for these registrations to be declared invalid. They say they are the proprietors of an earlier right within the meaning of Section 5(4) of the Act and the proprietor of Community Trade Mark registration No 942094 in respect of a range of goods in Classes 16, 18 and 25. Further explanation of the applicants' claim and the background to the filing of the current actions can be gleaned from the following:

“The use includes the use of READY STEADY GO as a trade name, the use of READY STEADY GO as a trade mark by application to the goods, for example, by way of labels indicating the trade origin with the geographical origin of the goods, the use in marketed material and in business papers. The goods supplied under the mark were also advertised at trade exhibitions. The business under READY STEADY GO has been actively promoted by numerous business trips to and from the UK and Japan by representatives of Cicada and by its agents London Trading purchasing the goods, commissioning designs of the goods and manufacturing the goods to be sold under READY STEADY GO. As a result of the continuous use, the mark READY STEADY GO is a well-established reputable mark of Cicada, Accordingly, Cicada has accrued common law rights in an unregistered mark by virtue of prior use.

Dave Clark London Limited (hereinafter referred to as DCL) was aware of Cicada's interest in the mark and approached Cicada to withdraw its CTM application for READY STEADY GO in Classes 16, 18 and 25. Subsequently we were instructed by Cicada to contact DCL with a view to settling this matter amicably by negotiation and DCL declined the invitation to negotiation. The CTM application proceeded to registration without being opposed on 21 December 1999 under No 942094. On 27 July 2001, we were informed by OHIM that DCL had filed a 'Request for a declaration

of invalidity' against the CTM Registration. The proceeding was based solely on DCL's UK registrations, the subject of these proceedings. The invalidity proceeding before OHIM was formally commenced on 18 December 2000 and Cicada has requested suspension of the proceeding pending the outcome of these proceedings in the UK. A full copy of the request for a declaration of invalidity filed by DCL is enclosed."

4. The applicants' CTM registration which is under attack has a later filing date than the UK registrations in the ownership of Dave Clark London Ltd. No basis of objection, therefore, arises from the CTM registration. The applicants' sole ground of objection is under Section 47(2)(b) and 47(5) of the Act having regard to the provisions of Section 5(4) and in particular under the law of passing off. The reference to Section 47(5) reflects the fact this is a partial attack directed at Classes 16, 18 and 25. The first two classes are to be found in the specification of No 2149484A and the final one in No 2149484B.
5. The registered proprietors file a counterstatement denying the above claim.
6. Both sides ask for an award of costs for their favour.
7. The two invalidity actions have since been consolidated.
8. The following evidence has been filed in these proceedings:

**Applicants' Evidence in Chief**

Statutory Declaration by Carrick James Robinson with Exhibit CJR 1  
Witness Statement by Christopher Derham with Exhibit CD 1  
Statutory Declaration by David Arthur Keltie with Exhibit DAK 1

**Registered Proprietors' Evidence**

Witness Statement by David Brian Lutkin  
Witness Statement by Dave Clark

**Applicants' Evidence in reply**

Statutory Declaration by Carrick James Robinson

9. I will deal with relevant parts of the evidence when I come to my decision.
10. The parties were invited to say whether they wished to be heard. No request was made. Acting on behalf of the Registrar and after a careful study of the papers I give this decision.
11. The relevant statutory provisions are as follows:-

**Section 47(2)(b)**

"(2) The registration of a trade mark may be declared invalid on the ground -

- (a) .....
- (b) that there is an earlier right in relation to which the condition set out in section 5(4) is satisfied,

unless the proprietor of that earlier trade mark or other earlier right has consented to the registration."

**Section 47(5)**

"Where the grounds of invalidity exist in respect of only some of the goods or services for which the trade mark is registered, the trade mark shall be declared invalid as regards those goods or services only."

**Section 5(4)(a)**

"(4) A trade mark shall not be registered if, or to the extent that, its use in the United Kingdom is liable to be prevented -

- (a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, or
- (b) .....

A person thus entitled to prevent the use of a trade mark is referred to in this Act as the proprietor of an "earlier right" in relation to the trade mark."

12. The conventional test for determining whether a party has succeeded under this section has been restated many times and can be found in the decision of Mr Geoffrey Hobbs QC sitting as the Appointed Person, in WILD CHILD Trade Mark [1998] RPC 455. Adapted to invalidity proceedings, the three elements that must be present can be summarised as follows:-

- (1) that the applicants for invalidity's goods have acquired a goodwill or reputation in the market and are known by some distinguishing feature;
- (2) that there is a misrepresentation by the registered proprietors (whether or not intentional) leading or likely to lead the public to believe that goods offered by the registered proprietor are goods of the applicants for invalidity;
- (3) that the applicants for invalidity have suffered or are likely to suffer damage as a result of the erroneous belief engendered by the registered proprietors' misrepresentation.

The very full guidance given in the WILD CHILD case by Mr Hobbs by reference also to Halsbury's Laws of England can be found at pages 460 and 461 of that decision.

13. I have set out above bare details of the evidence filed. In fact the main evidence on behalf

of the applicants is contained in a witness statement which is itself exhibited to Mr Derham's own witness statement. It comes from Kazuhito Gotoda, the founder and Managing Director of Cicada Co Ltd. After setting out the background to the dispute he says:

"7 I opened my first READY STEADY GO shop in Tokyo in 1985, and began importing UK-designed and manufactured fashion products, particularly high-quality fashion clothing and accessories, for sale in Japan. I chose READY STEADY GO as my trade mark after seeing videos in Japan of the 60's UK music television programme *Ready Steady Go!*, on which appeared bands such as the Beatles and The Who. I was fascinated by British style and fashion of the 1960s and READY STEADY GO reminded me of that time. I wanted to give an English look to my fashion products, and decided that READY STEADY GO would do this.

8 Also in 1985 I met Chris Derham in his shop in Portobello Road and appointed him as my UK agent for my READY STEADY GO fashion products. Chris Derham's company London Trading has been my UK agent since then.

9 In 1986 the demand for my Company's READY STEADY GO fashion products was increasing, so I set up Cicada Co Limited. The demand for my Company's READY STEADY GO fashion products continued to increase, so that in 1989 I was able to open two additional READY STEADY GO shops in Shibuya and Daikanyama, which are high-class shopping areas in central Tokyo. There are now produced and shown to me marked 'Exhibit KG-4' photocopies of a selection of photographs taken of my shops. The photographs show my Company's trade mark READY STEADY GO on signs and fashion products.

10 From 1989 onwards my Company has been importing locally-designed fashion products from France and Italy in addition to its existing imports of UK-designed and manufactured READY STEADY GO fashion products. Copies of supply agreements dated 8 February 1986 for READY STEADY GO pullovers and gloves from the designers John Thorpe, and for READY STEADY GO shoes from Lawless dated 24 October 1996, are now produced and shown to me marked 'Exhibit KG-5'.

11 The fashion products designed, manufactured and sold under my Company's trade mark READY STEADY GO include belts, bags, rucksacks, scarves, shirts, T-shirts, tops, jackets, blazers, suits, coats, trousers, jeans, sportswear, knitwear, boots, shoes, and hats. A selection of photocopies of photographs showing my Company's trade mark READY STEADY GO in use on my Company's READY STEADY GO fashion products is now produced and shown to me marked 'Exhibit KG-6'.

12 My Company's READY STEADY GO trade mark is applied to my Company's fashion products in the UK by means of embroidered fabric labels to garments, and by printing and labels to shoes, bags and other fashion accessories. An example of a fabric label bearing my Company's trade mark READY STEADY GO is now produced and shown to me marked 'Exhibit KG-7'. A copy of an invoice dated 17 May 1996 relating to an order made by London Trading for 10,500 READY STEADY GO labels is now produced and shown to me as included in Exhibit KG-7."

14. Mr Gotoda goes on to comment further on his company's relationship with London Trading. The latter has day to day responsibility for contact, and placing of orders, with UK designers and manufacturers in respect of READY STEADY GO fashion products. A selection of orders is exhibited at KG-8. London Trading also has responsibility for shipping the goods and invoicing to Cicada in Japan. A selection of invoices is exhibited at KG-9.

15. In addition to the stationery items shown in the invoices of KG-8 and KG-9 Mr Gotoda says that there has been use on diaries, cards and wrapping materials. Front covers of various diaries are exhibited at KG-10.

16. Approximate turnover is said to be as follows:

YEAR	CLASS 16	CLASS 18	CLASS 25	TOTAL WHOLESALE TURNOVER (£ STERLING)
1992	-	-	£ 34,621	£ 34,621
1993	£150	£ 8,660	£ 227,190	£ 236,000
1994	£150	£30,205	£ 316,053	£ 346,408
1995	£150	£18,000	£ 388,570	£ 406,720
1996	-	£27,900	£ 210,840	£ 238,740
1997	£210	£ 9,470	£ 160,804	£ 170,484
1998	-	£400	£ 111,563	£ 111,963
1999	-	-	£ 76,144	£ 76,144
2000	-	-	£ 70,648	£ 70,648
<b>Total</b>	<b>£660</b>	<b>£94,635</b>	<b>£1,596,433</b>	<b>£1,691,728</b>

17. Finally Mr Gotoda refers to his other contacts with the UK including visits and telephone calls to this country. Passport pages and telephone bills are exhibited at KG-11 and KG-12. His company also exhibited at a Fashion Fair called British Fashion '94 in Japan organised by the British Knitting and Clothing Export Council and the Department of Trade and Industry. Various supporting materials for this are exhibited at DG-13. It seems that the fair took place in Tokyo and Osaka

18. Mr Keltie is the applicants' professional representative in this matter. He exhibits a statutory declaration by Rosalind Zeffert and accompanying exhibits.

19. Ms Zeffert says she founded the Anglo Japan Business Bureau in 1996. It offers an advisory service for exporters to Japan as can be seen from the brochure at RZ-1. She says that READY STEADY GO means to her high quality fashion clothing and accessories marketed by Cicada Co Ltd and that she met Mr Gotoda and Mr Derham at the British Fashion '94 Exhibition in Japan.

20. Mr Robinson is a Trade Mark Assistant with David Keltie Associates, the applicants' representatives in these proceedings. He exhibits at CJR-1 and 2 a copy of a letter of enquiry he wrote to various UK fashion designers and manufacturers (13 in all) and the responses received (8). The names and addresses were supplied by Mr Chris Derham of London Trading, the applicants' UK agent. The exhibited replies variously refer to the respondents knowledge of READY STEADY GO as "a Tokyo based retailer of Fashion and Lifestyle goods", "a

company in Japan”, “a shop in Japan”. A number also refer to the fact that they are suppliers of goods to the shop in Japan via London Trading. The remainder of the evidence is largely in the nature of submissions. I confirm that I have read this material and take it into account in coming to my decision.

21. The applicants rely on Section 47(2)(b) of the Act taken in conjunction with Section 5(4)(a). The statutory provisions are set out above.

22. The conventional test for determining whether a party has succeeded under this section has been restated many times and can be found in the decision of Mr Geoffrey Hobbs QC sitting as the Appointed Person, in *WILD CHILD Trade Mark* [1998] RPC 455. Adapted to invalidity proceedings, the three elements that must be present can be summarised as follows:

- (1) that the applicants for invalidity's goods have acquired a goodwill or reputation in the market and are known by some distinguishing feature;
- (2) that there is a misrepresentation by the registered proprietors (whether or not intentional) leading or likely to lead the public to believe that goods offered by the registered proprietor are goods of the applicants for invalidity;
- (3) that the applicants for invalidity have suffered or are likely to suffer damage as a result of the erroneous belief engendered by the registered proprietors' misrepresentation.

The very full guidance given in the *WILD CHILD* case by Mr Hobbs by reference also to Halsbury's Laws of England can be found at pages 460 and 461 of that decision.

23. The trading circumstances which underpin the applicants' case are reasonably clear and are set out in the above review of the evidence. Put briefly the applicants source goods (mainly clothing and bags) from UK designers and manufacturers. London Trading act as the Japanese company's agent or intermediary in the UK and is responsible for liaising with the UK suppliers, placing orders, shipping goods to Japan and invoicing Cicada Co Ltd/ Ready Steady Go for the goods.

24. The trading process can thus be readily understood but the issue of law that it gives rise to is less easy to determine. The basis of a claim in passing off is normally goodwill locally situate in this country (*Anheuser-Busch Inc v Budejovicky Budvar NP* [1984] FSR 413). It is not essential that the place of business is in this country or, in the case of services, that they are provided here. The presence of customers in this country is sufficient to constitute the carrying on of business here to which goodwill may be attached (*Anheuser-Busch v Budejovicky Budvar and Pete Waterman and Others v CBS UK Ltd*, [1993] EMLR 27). However the applicants here do not lay claim to customers in this country in the conventional sense that there are individuals here who purchase their goods and for whom the sign **READY STEADY GO** is the distinguishing feature by which those goods are known. On the other hand the applicants would say that their sign is known to those UK designers and manufacturers who supply them with goods.

25. I will come onto the detail of the claim and the evidence on which it is based later in the decision. I need first to deal with the question of whether the applicants' activities can create a protectable goodwill within the meaning of a passing off action. Goodwill has been defined as "the attractive force that brings in custom" (per Lord MacNaughton in *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217, H.L.(E)). The concept of goodwill with suppliers is not easily accommodated within that definition. It seems to me to raise a point of law which would have benefited from full submissions at a hearing. The registered proprietors have not replied to the Registry's letter of 3 December 2001 inviting the parties to say whether they wish to be heard. The applicants - for whom the point is critical - have indicated that they do not wish to be heard. Furthermore they have said they do not intend to file written submissions. I must, therefore, make the best I can of the matter on the basis of the material available to me.

26. A similar point arose in *Tots and Teens Ltd's* opposition (No. 47716) to an application (No 2132571) by Trade Concept Ltd (0-306-99). My own researches in relation to that case largely based on a passage in *The Law of Passing-Off* by Christopher Wadlow led me to the following conclusions

*"The third element of the opponents' case is that they have goodwill amongst manufacturers of lingerie in the UK particularly those companies which supply them with goods. A plaintiff or opponent in a passing off action will normally base his case on sales of his own goods or services to demonstrate that goodwill has been acquired as a result of sales of, or trade in, his goods or services under a distinguishing sign. The proposition that a party can have goodwill arising from activity as a purchaser of goods or services seems to me to raise difficult issues which are either untested or have not been fully tested in the English Courts. It might perhaps be said that a trader who purchases goods from others may have a reputation (good or bad) with those suppliers for, say, speed of payment, regularity of orders etc. To that extent the purchaser may have acquired a 'good name' as it were. Whether it goes beyond this and can be said to create a protectable goodwill in the sense that that term is used in passing off actions is not clear to me. At the hearing I was not referred to any authorities for or against the proposition. I note, however, that there is some support for it in the following brief passage in *The Law of Passing-Off* (referred to above).*

*"2.40 The action for passing-off is also capable of protecting the goodwill the plaintiff has vis-à-vis his suppliers in his capacity as purchaser. In the present context this means that a foreign business may have goodwill in the jurisdiction although the only business it transacts consists of purchasing goods or services, or it may strengthen a case based on the existence of customers in the normal sense by relying also on the business it conducts with its suppliers. The two Hong Kong*



*cases of Penney v. Penney's<sup>1</sup> and Penney v. Punjabi Nick<sup>2</sup> were both decided in the plaintiffs' favour solely on the basis of purchasing activities in Hong Kong. In England, purchasing was important in the corresponding English Penney's case<sup>3</sup> and in Home Box Office v Channel 5 Home Box Office<sup>4</sup>. However, the existence of goodwill is not sufficient in the abstract. If there is to be liability for passing-off on this basis then there must be a misrepresentation by the defendant which is damaging to the plaintiff's goodwill as a purchaser, and this is inevitably harder to make out than when one is dealing with misrepresentations made to customers or the public at large.*

*Both the Hong Kong cases referred to involved the American JC Penney stores group which had a locally based subsidiary and made substantial purchases there for sale elsewhere but had no retail business of its own in the former Colony. Both cases involved interlocutory injunctions. In the relatively short decision reported in 1979 FSR 26 Leonard J says*

*"The business which [the plaintiff] does carry on through its subsidiary must necessarily enjoy a local reputation which the plaintiff is entitled to protect. The use by the defendant of its name is likely to damage that reputation by causing confusion in the minds of the public as to whether the parent company has commenced retail business here. Counsel for the plaintiff does not rely before me on the confusion that must arise in the minds of American visitors to the Hong Kong Hyatt Hotel and I think he is right in the present state of the law's development. The confusion caused in their minds is damage to the goodwill which the plaintiff has built up in the U.S. rather than here. However, in these days of expanding travel and tourism I would anticipate a development of the law of passing-off whereby the owners of reputation and goodwill acquired abroad may be granted protection for that reputation and goodwill here even though they do not carry on business here and even though its good themselves have earned no reputation here. No decision on this point is essential to this case. I therefore arrive at none. Clearly the plaintiff through its subsidiary does carry on business here and is entitled to protection against the use of its name by the defendant in a manner which I can only condemn as dishonest."*

*In the second case reported at page 29 of the same FSR it appears that Huggins J had some reservations about this approach. The headnotes record that*

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<sup>1</sup>[1979] F.S.R. 29 (Huggins J., Hong Kong).

<sup>2</sup>[1979] F.S.R. 26 (Leonard J., Hong Kong).

<sup>3</sup>*J.C. Penney Co, Inc v. Penney's Ltd* [1975] F.S.R. 367 (C.A.)

<sup>4</sup>[1982] F.S.R. 449 (Peter Gibson J.)

*"Held, granting interlocutory relief: (1) In the light of the judgment of Leonard J. in J.C. Penney Co. v Punjabi Nick [1979] F.S.R. 26, it could not be said that there was no serious question to be tried in the present action whatever doubt existed as to the propriety of such an extension to the tort of passing-off."*

*The Wadlow extract referred to above also draws on two cases in the English Courts - the first also involving Penneys and the second Home Box Office v Channel 5 Home Box Office. What is clear from these cases is that the plaintiffs had a customer base and sales in this country. Whatever supporting activity they were able to point to in terms of purchasing was not, therefore, critical to the outcome of the cases. Peter Gibson J does, however, say in the Home Box Office case*

*"In the present case on the facts before me I am not prepared to say that the plaintiff has no properly arguable case on goodwill. If evidence of the plaintiff having customers in this country is alone relevant, then the plaintiff has established that it has such customers in the form of the companies to which it has sold its programmes. I do not think it right to treat those sales as de minimis. The purchase price for four of the eight programmes sold was in excess of 150,000 dollars. For my part, I think it unduly restrictive to limit goodwill in every case to that which brings in custom for the plaintiff's products or services. Lord Macnaghten himself in the Muller case (at p.223) also used wider language in relation to goodwill. He said. "It is the benefit and advantage of the good name, reputation, and connection of business", and that broader formulation would cover, for example, the trader who has a good reputation with his suppliers or bankers which is of vital importance to him in his business."*

*In the circumstances of the case it seems to me that it would be wrong to ascribe too much weight to the above remarks. Rather they seem to me to be a personal reflection on where the boundaries of passing-off may be set rather than a fully reasoned case for extending or varying established principles.*

*In the absence of other more conclusive authorities on the subject and on the basis of the above brief consideration of the cases referred to in the Wadlow text I am not prepared to say that there is sufficient basis for deciding that the requisite goodwill for an action under Section 5(4)(a) (passing-off) can be founded on trade with suppliers alone."*

27. Whilst, as I have said, it would have been preferable for the matter to be the subject of full submissions I have no reason to reach a different view on the approach I should adopt. On that basis the applicants' case does not get off the ground.

28. There is, however, a further aspect to this case which leads me to doubt that the applicants can succeed. It is clear from the evidence that the UK suppliers are familiar with the name READY STEADY GO. They appear to know it either as the name of a shop or shops in Japan and/or as the brand name under which goods are sold. It is not entirely clear from the

evidence where and by whom product labelling is applied but I think it is likely to be done at source, that is to say by the manufacturers themselves acting on London Trading's instructions. That is certainly the case with one of the suppliers, Geo J Cox Ltd (see the letter exhibited to Mr Robinson's statutory declaration of 1 August 2001). I am prepared to accept for present purposes that Cox's indication as to their involvement in labelling is not untypical of what happens.

29. The only direct evidence from the UK designers and manufacturers themselves is contained in the results of enquiries undertaken by Mr Robinson, who is an Assistant with the applicants' UK trade mark attorneys. Mr Robinson was supplied with names and addresses by Mr Derham of London Trading. Although the point is not specifically explained I infer that the contact names supplied represented a skewed sample in the sense that they were not chosen at random but represented companies with whom Cicada/Ready Steady Go/London Trading had had dealings. Only 13 letters were sent and 8 replies received. Whether this was the extent of the supplier contacts is not stated. I comment in passing that none of the respondents has filed evidence in his or her own right but no point has been taken in this respect by the registered proprietors.

30. The letter of enquiry from Mr Robinson (exhibited at CJR1) says "The purpose of this letter is to ask if you know of READY STEADY GO and, if so, what READY STEADY GO means to you. The recipients were not therefore called upon to explain or comment on their knowledge of or business relationship with READY STEADY GO. The replies variously refer to the respondents' knowledge of READY STEADY GO as a company/shop/retailer in Tokyo. Some of the respondents refer to having worked with them but without further elaboration. Others refer to their role as suppliers. Two replies are a little more forthcoming. Mr Waterfield of Geo J Cox Ltd says

"Thank you for your letter of 9 July. We know of Ready Steady Go! This is a shop in Tokyo, owned, we believe by Cicada Co. Ltd. They are a customer of London Trading, who is in turn a customer of ours. We have had some direct correspondence with Ready Steady Go!, although all financial transactions have been with London Trading.

Under the instruction of London Trading we have been inserting labels with the name Ready Steady Go!, supplied by London Trading, into some shoes made for London Trading. Following instructions received from London Trading on 20 February 1998, forwarded from Ready Steady Go!, we have had box-end labels made with the name Ready Steady Go!, which we have used on their shoe boxes."

and Mr Hart of Lonsdale Sports Equipment Ltd says

"We certainly know of the above [READY STEADY GO], as they have been a customer for many years, and their orders are normally placed and paid for by Chris Derham of London Trading.

The writer visited the retail premises of Ready Steady Go in Tokyo in about 1990 or '91. They also had (and may still have) retail selling space in the basement area of the

large Seibu store in Tokyo. We regard Ready Steady Go as a successful retail operation selling shoes, clothing and luggage mainly for young people."

31. It is not altogether surprising that suppliers should know the ultimate customer for their goods even if an intermediary is involved. The nature and extent of the intermediary's role are relevant considerations. I am left with the impression here that the suppliers' day to day dealings were with London Trading. The references by some of the respondents to 'working with' READY STEADY GO do not explain the precise relationship with the applicants and are of limited assistance. Mr Gotoda's evidence on the other hand supports the view that it was London Trading that was responsible for the day to day business of placing orders, paying suppliers and in turn invoicing the applicants (see the supply agreements at KG5, the label invoice at KG7, the delivery notes and orders at KG8 and invoices at KG9).

32. This state of affairs seems to me to raise an important question about the nature and ownership of any goodwill that existed with the suppliers and the sign under which any such goodwill subsisted.

33. The two suppliers referred to above who have offered somewhat fuller statements appear to suggest that they regard London Trading as their customer notwithstanding that they also know that the goods are destined for the READY STEADY GO shop(s) in Japan. They also look to London Trading for payment in respect of goods supplied. It follows that even if I am wrong in holding that there is an insufficient basis in law for deciding that the requisite goodwill for an action under Section 5(4)(a) (passing off) can be founded on trade with suppliers alone, the further question arises in this case as to whether any such goodwill would be in relation to the applicants' sign or that of London Trading. It seems more likely that it would be London Trading's name to which any goodwill resulting from dealings with UK suppliers would be attached. However I do not need to decide the matter in quite those terms. It is sufficient for me to say that I am not persuaded that the applicants have demonstrated that any such goodwill existed with the suppliers under the sign READY STEADY GO. The applications for invalidity fail accordingly.

34. The registered proprietors have been successful and are entitled to a contribution towards their costs. I order the applicants to pay them the sum of £1200 in respect of these consolidated proceedings. This sum is to be paid within seven days of the expiry of the appeal period for this decision or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

**Dated this 11<sup>TH</sup> day of March 2002**

**M REYNOLDS  
For the Registrar  
the Comptroller-General**

Specification of registration No 2149484A

**Class 2**

Paints, varnishes, colourants and lacquers; inks; dyes and dyestuffs.

**Class 9**

Electrical and electronic apparatus and instruments for recording, reproducing or transmitting audio and/or video signals; microphones, headphones, amplifiers and loudspeakers; karaoke apparatus; amusement machines and amusement apparatus; instructional and teaching apparatus; computers and computer software; sound recordings, video recordings, cinematographic films; media for recording sound, visual images and/or data; encoded and encodable magnetic cards and smart cards; cameras; sunglasses, spectacles and cases therefor; eyeshades; protective clothing and head protectors; batteries.

**Class 14**

Goods of precious metal or coated therewith; jewellery and imitation jewellery; horological and chronometric instruments.

**Class 16**

Printed matter; stationery and office requisites; artists' materials, writing and drawing implements and boxes and cases therefor, instructional and teaching material; pictures, photographs; wrapping and packaging materials made wholly or principally of paper, cardboard or plastics; carrier bags; tablecloths and napkins made wholly or principally of paper or plastics; paper tissues, paper towels and toilet paper.

**Class 18**

Goods made of leather or of imitation leather; bags, cases, wallets, purses, portfolios, backpacks, satchels and straps; animal collars and leads; umbrellas and parasols.

**Class 20**

Furniture, mirrors, picture frames; works of art, ornaments and figurines of wood, cork, reed, cane, wicker, shell, amber, mother-of-pearl or of plastics; sleeping bags; articles of wood, cork, reed, cane, wicker, shell, amber, mother-of-pearl or of plastics, all for furnishing, decorative or ornamental purposes.

**Class 21**

Small domestic utensils or containers for kitchen or culinary use; containers for food, containers for drinks; glassware, porcelain and earthenware; works of art of porcelain, terracotta or glass.

**Class 24**

Sheets, blankets, duvets, duvet covers, bed covers, pillow cases and cushion covers; household linen, tablecloths, serviettes and table napkins; flags, banners and bunting; flannels and towels; curtains and blinds made wholly or principally of textile materials; textile wall hangings.

No 2149484A contd

**Class 28**

Toys, games and playthings; sporting articles and articles for exercise, for physical fitness or for sports training; ornaments for Christmas trees.

**Class 41**

Entertainment services relating to popular music, art, fashion and culture; organisation of cultural exhibitions, seminars and displays; museum services; production of films, videos, shows, concerts and recorded music; discotheque and night club services; healthclub services.

**Class 42**

Restaurant, bar, café-bar, hotel and catering services.

Specification of registration No 2149484B

**Class 3**

Cleaning and polishing preparations and substances, for household use.

**Class 25**

Articles of clothing, footwear and headgear; all for adults.