

**IN THE MATTER OF APPLICATION NUMBER 2200309
IN THE NAME OF JACQUES ANDRE GERMAIN RUC
TO REGISTER A TRADE MARK IN CLASSES 9, 14, 18, & 25**

AND

**IN THE MATTER OF OPPOSITION THERETO UNDER NUMBER 50716
BY H YOUNG (OPERATIONS) LIMITED**

**IN THE MATTER OF application number 2200309
in the name of Jacques Andre Germain RUC
to register a trade mark in Classes 9, 14, 18 & 25**

And

**In the matter of opposition thereto under number 50716
by H Young (Operations) Limited**

Background

On 15 June 1999, Jacques Andre Germain RUC filed an application to register a series of two trade marks in Classes 9, 14, 18 and 25 in respect of the following goods:

- Class 9:** Cases for sunglasses and spectacles; protective clothing.
- Class 14:** Jewellery; watches; ornaments included in Class 14 for personal wear.
- Class 18:** Goods of leather or simulations of leather; bags; handbags; purses; key-holders; attaché cases.
- Class 25:** Articles of clothing; ladies wear; head scarves, scarves, shawls and kerchiefs; gloves and belts; hats, caps and headgear; footwear.

The marks applied for are as follows:



On 16 February 2000, H Young (Operations) Limited filed notice of opposition in which they say they are the proprietors of a number of United Kingdom and a Community Trade Mark registrations, details of which can be found as an annex to this decision. The grounds of

opposition are in summary:

- | | |
|---------------------------------|--|
| 1. Under Section 3(3)(b) | because the applicants are not the proprietors of the marks applied for. |
| 2. Under Section 3(4) | because the applicants are not the proprietors of the marks applied for. |
| 3. Under Section 3(6) | because the application was made in bad faith. |
| 4. Under Section 5(2) | because the marks applied for are similar to the opponents' earlier marks and are sought to be registered for goods that are identical or similar. |
| 3. Under Section 5(3) | because use of the marks applied for would take unfair advantage or be detrimental to the distinctive character or repute of the opponents' earlier marks. |
| 4. Under Section 5(4)(a) | by virtue of the law of passing off. |

The opponents also ask that the application be refused in the exercise of the Registrar's discretion or judgment, but as the Registrar does not have the power to refuse an application that satisfies the provisions of the Act, I do not intend to consider this request further.

The applicants filed a counterstatement in which they deny the grounds on which the opposition is based. Both sides request that an award of costs be made in their favour.

The matter came to be heard on 25 February 2002, when the applicants were represented by Mr Anthony Maguire, of A T Maguire & Co, their trade mark attorneys, and the opponents by Ms Denise McFarland of Counsel instructed by Fitzpatrick's, their trade mark attorneys.

Opponent's evidence

This consists of a Statutory Declaration dated 6 March 1999, and comes from Thomas Stathis Redfern, Company Secretary of Animal Limited, a position he has held since 29 January 1999, and Company Secretary of H Young (Operations) Limited, a position he has held since June 1998. Mr Redfern confirms the information in his Declaration comes from the records of these companies and those of Fitzpatrick's.

Mr Redfern says that the trade mark ANIMAL was first used in the United Kingdom in March 1988 by Animal Limited, the predecessor in title to H Young (Operations) Limited. He refers to exhibit TSR1 which consists of a copy of a Statutory Declaration dated 10 July 1996 from Ian Richard Elliot, the Marketing Manager of Animal Limited from 1988 until January 1999 when it was purchased by the current owners. Mr Redfern says that the Declaration (which I have summarised later) was filed in support of the original application to register mark number 2054886, one of the earlier marks relied upon by the opponents.

Mr Redfern refers to the annual turnover figures in respect of goods sold under the ANIMAL trade mark, which are as follows:

Year to	Amount
December 1996	£6,390,802
December 1997	£7,299,793
December 1998	£8,098,972
P/E September 1999	£5,942,108

Mr Redfern refers to exhibit TSR2, which consists of details from the relevant Trade Marks Journals in which the application, the subject of these proceedings, and the opponents' earlier trade mark number 2054886 were published. He comments on the overlap in the respective goods, and notes that the applicants' mark contains the word ANIMALE which he says is the French for ANIMAL. Mr Redfern next goes to exhibit TSR3, which consists of:

- S** flyers for a range of ANIMAL clothing accessories. Apart from a reference to ANIMAL being a trade mark of Animal Limited and a reference to Copyright 1995 (which does not date the flyers) there is nothing to say that they were available prior to the relevant date.

- S** price lists for the Spring/Summer 1996 clothing collection that show a range of logo designs available; 3 depicting the word ANIMAL in a very stylised (but still recognisable) form, and others described as "claw type" "street oval" "loony tunes" and "new world" showing ANIMAL in a plainer font. The price lists show these designs as being used on t-shirts and sweat shirts. There is also a flyer for Autumn/Winter 1996 hat collection, some depicting the stylised ANIMAL logo.

- S** two catalogues giving details of bags, wallets, briefcases, watches, shirts, shorts and in-shop display materials. The catalogues are dated 1999 and cannot be clearly said to have been available prior to the relevant date.

Mr Redfern next gives details of the amounts spent in the promotion of the ANIMAL trade mark for the years 1997 to 1999, which are as follows:

Year	Amount
1997	£678,531
1998	£775,058
1999	£553,710

Mr Redfern says that the trade mark has been used throughout the United Kingdom, from 1988 in relation to watch straps, clothing, display stands and printed matter, from 1989 in relation to caps, headgear, wallets, key rings and retainers for spectacles and sun glasses, and from October 1994, watches.

Mr Redfern refers to the fact that the applicants' mark contains the word ANIMALE, saying that this is how the mark will be referred to. He questions the applicants' motives in applying for the mark in respect of similar goods to those sold by his company, and describes the applicants' assertions that ANIMAL when used in connection with clothing either means that the goods are for animals or are made from the skins of animals as absurd.

Turning to the Statutory Declaration by Richard Elliot, shown as exhibit TSR1. Mr Elliot confirms that at the date that it was sworn he was the Marketing Director of Animal Limited, a position he had held since the incorporation of the company in 1988. Mr Elliot confirms that the evidence comes from his personal knowledge or from the records of the company.

Mr Elliot says that Animal Limited first used the trade mark ANIMAL in the United Kingdom in March 1988 and goes on to provide information consistent with that given by Mr Redfern in the penultimate paragraph of his Declaration. Mr Elliot refers to a number of exhibits, which are as follows:

AN1 catalogue for a range of ANIMAL watches, watch straps, wallets, baseball caps, eyeglass retainers, key rings, stickers, promotional items and display stands. Apart from a reference to ANIMAL being a trade mark of Animal Limited and a reference to Copyright 1995 (which does not date the flyers) there is nothing to say that it was available prior to the relevant date.

Autumn/Winter 1996 collection depicting the ANIMAL logo design and the word ANIMAL t-shirts, sweat shirts. There are also flyers for Autumn/Winter 1996 hat collection, some depicting the stylised ANIMAL logo.

AN2 catalogue relating to a range of watch straps, key fobs and wallets, each bearing the ANIMAL logo, primarily in the stylised form. Although undated the catalogue bears a copyright mark ANIMAL LTD 1990.

AN3 sales invoices for ANIMAL LIMITED, the earliest dating from June 1992, relating to sales of watchstraps, displays stands, ties, shirts, headgear, stickers, wallets, sew-on logos, key fobs, watches and eye-glass retainers.

AN4 copies of advertisements placed in sports related magazines, all promoting ANIMAL watches.

AN5 photographs of packaging for ANIMAL watches and wallets.

Mr Elliot says that the trade mark has been used throughout the United Kingdom on a range of products, which he lists, being supplied through specialist sports shops. He lists the amounts spent promoting the mark in the years 1993 and 1994 (£67,000 and £184,000 respectively) saying that this was spent on sponsorship of sporting events, TV promotion, vehicle livery, press advertising and promotion through fairs and exhibitions.

Mr Elliot says that the ANIMAL trade mark and logo have been in use in the United Kingdom for over 8 years, and that up to 1995 exports accounted for 10% of turnover. He says that he is aware of other companies that use ANIMAL in combination with other words and logos but that his company is the only one using the word ANIMAL solus.

Applicants' evidence

This consists of a Statutory Declaration dated 24 August 2001 from Anthony Thomas Maguire, a trade mark attorney in the practice of A T Maguire & Co, the applicants' representatives in these proceedings. Mr Maguire says that he is authorised to make the declaration which comes from his own personal knowledge and research, and/or from original correspondence and documents obtained from the previous attorney of record for the applicants.

Mr Maguire refers to the Declaration of Mr Redfern filed on behalf of the opponents, asserting that the turnover figures given are modest in terms of the market. He says that the only evidence of sales consists of a small number of invoices describing the supply of watch straps, and that the opponents have primarily used the mark in a stylised form.

Mr Maguire refers to his investigations into the use of the word ANIMAL in the market, details of which he shows as exhibit ATM.01. The exhibit consists of details obtained from the internet showing the word ANIMAL being used to describe ties and dresses decorated with animals or with pattern of animal skins, and an information sheet produced by the Animal Defense League of Los Angeles using terms such as "animal products" and "animal clothing (leather, silk and wool)". Although the prints were taken after the relevant date, some may have cast light backwards to before the relevant date, but as the information appears to originate from sites outside of the United Kingdom I give it no weight.

Mr Maguire notes that Mr Redfern indicates that the marketing of the opponents' products is directed primarily towards sports minded people, and in particular, action sports such as rough terrain and trick bicycle riding, surfing, diving and snow boarding, contrasting this with the applicants' use in respect of leisure wear aimed at the female market. He refers to exhibit ATM.02 which consists of a brochure showing the applicants' corporate, manufacturing and retail premises, and information relating to the products sold by the applicants under the ANIMALE mark which seems to be high-end ladies fashion wear. The brochure shows use of the word ANIMALE, both on its own and in conjunction with a feline device.

Mr Maguire concludes his Declaration saying that the word ANIMAL should be freely available for all traders, and that the opponents distinctive logos incorporating the word does

not give grounds for denying the application.

Opponents' evidence in reply

This consists of a Statutory Declaration dated 19 November 2001 and is a second Declaration by Thomas Redfern

Mr Redfern comments on the Declaration by Mr Maguire, suggesting that his assertions relating to the “modest turnover figures of his company” lacks the detail to be of any substance, and highlighting that in the year prior to the application being filed his clients sold £8,000,000 of goods under its ANIMAL brand. He says that Mr Maguire is not correct in saying that the only evidence of sales made by his company is to be found in the invoices, referring to his earlier Declaration in which he set out a list of goods, and to exhibit TSR1 in which Mr Elliot gives details with supporting exhibits showing more extensive use.

Whilst Mr Redfern accepts the assertion that his company uses stylised versions of the word ANIMAL, he says that they also use the word in an ordinary typeface, referring in particular to exhibit TSR3. He asserts that in oral and aural use his company's brand is always referred to as ANIMAL.

Mr Redfern comments on the investigations Mr Maguire made into use of ANIMAL, noting the points that I made earlier. He dismisses the relevance of Mr Maguire's statement (and the brochure exhibited by way of illustration) that the applicants use their mark in relation to fashionable ladies wear, and saying that in any event, the application is not limited to reflect this.

Mr Redfern accepts that the word ANIMAL should be available for legitimate descriptive use by other traders, but that the use shown in the applicants' evidence does not fall within this. He notes that the applicants refer to their mark by the word ANIMALE alone, asserting that this is how the mark will be referred to in trade. Mr Redfern states that Mr Ruc has also sought protection for the word on its own as a designation from an international trade mark registration, details of which are shown as exhibit TSR4.

That concludes my review of the evidence insofar as it appears relevant to these proceedings.

Decision

At the hearing, Ms McFarland confirmed that the grounds under Section 3(3)(b) and Section 3(4) were not being pursued, leaving the grounds under Section 3(6), Section 5(2), Section 5(3) and Section 5(4)(a). Turning first to the ground under 5(2). The applicant's mark is self evidently not identical to any of the earlier trade marks relied upon by the opponents, and consequently, the matter must fall under sub-section (b) of Section 5(2). That section reads as follows:

“5.-(2) A trade mark shall not be registered if because—

(b) it is similar to an earlier trade mark and is to be registered for goods or services

identical with or similar to those for which the earlier trade mark is protected,

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.”

An earlier trade mark is defined in Section 6 of the Act as follows:

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

- (a) a registered trade mark, international trade mark (UK) or Community trade mark 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,
- (b) a Community trade mark which has a valid claim to seniority from an earlier registered trade mark or international trade mark (UK), or
- (c) a trade mark which, at the date of application for registration of the trade mark in question or (where appropriate) of the priority claimed in respect of the application, was entitled to protection under the Paris Convention as a well known trade mark.”

In my consideration of a likelihood of confusion or deception I take into account the guidance provided by the European Court of Justice (ECJ) in *Sabel BV v Puma AG* [1998] RPC 199, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc* [1999] RPC 117, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* [2000] 45 F.S.R. 77 and *Marca Mode CV v Adidas AG* [2000] E.T.M.R. 723. It is clear from these cases that:-

- (a) the likelihood of confusion must be appreciated globally, taking account of all relevant factors; *Sabel BV v Puma AG*,
- (b) the matter must be judged through the eyes of the average consumer of the goods/services in question; *Sabel BV v Puma AG*, 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; *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel B.V.*,
- (c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details; *Sabel BV v Puma AG*,
- (4) the visual, aural and conceptual similarities of the marks must therefore be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components; *Sabel BV v Puma AG*,
- (e) a lesser degree of similarity between the marks may be offset by a greater degree of similarity between the goods, and vice versa; *Canon Kabushiki Kaisha*

v Metro-Goldwyn-Mayer Inc,

- (f) there is a greater likelihood of confusion where the earlier trade mark has a highly distinctive character, either per se or because of the use that has been made of it; *Sabel BV v Puma AG*,
- (g) mere association, in the sense that the later mark brings the earlier mark to mind, is not sufficient for the purposes of Section 5(2); *Sabel BV v Puma AG*,
- (h) further, 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; *Marca Mode CV v Adidas AG*,
- (i) but if the association between the marks causes the public to wrongly believe that the respective goods come from the same or economically linked undertakings, there is a likelihood of confusion within the meaning of the section; *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*,

The opponents rely on eight earlier trade marks, some for the word ANIMAL in plain script, either on its own or accompanied by a device, others for the same word in a highly stylized form. Whilst in my view the stylisation leaves a mark recognizable as the word ANIMAL nothing turns on this because as I have already mentioned, the opponents have the word registered in plain script.

In the REACT trade mark case [2000] RPC 285 it was accepted that the selection of clothes is essentially a visual act and I would say that that would be the case for goods such as watches, wallets, stickers, etc. Whilst this does not have an impact on the question of similarity in respect of the opponents' ANIMAL marks in plain script (normal and fair use including use in the italicized form of the application), it has some significance for their ANIMAL logo. This, in my view is stylized to the extent that the stylization is as much part (and arguably more) of the mark as the word itself.

The applicants are seeking to register a series of two marks. The only difference that I can see between the representations is that in the first mark the word element is smaller in proportion to the feline device, but is still clearly visible and legible as the word ANIMALE. Given the long standing acceptance that in composite marks it is the word element by which the mark will be referred to, and I would say, are likely to be remembered, I consider the applicants' marks to be ANIMALE marks.

Differing only in one letter at the termination of the word, the visual similarity between ANIMAL and ANIMALE is self-evident. If emphasis is given to the terminal letter E in the applicants' mark the aural similarity would undoubtedly be affected. But given that words are not usually pronounced with regard to each and every syllable, and particularly so at the ending which tends to be slurred, I would say that in use, ANIMAL and ANIMALE would be similar in sound. There is no dispute that the word ANIMALE is the French equivalent of the common English word ANIMAL, but even if it were not, the word ANIMAL is so obviously within the applicants' mark that it must impart a strong conceptual similarity.

Although not advanced at the hearing, in their evidence the applicants sought to establish that the word ANIMAL is in use in the relevant areas of trade and as such should be regarded as possessing little, or indeed any distinctive character per se. This evidence, such as it is, shows the word ANIMAL being used in a wholly descriptive sense, for example, to describe articles decorated with the images of animals or the patterns of animal hides, that are in the shape of animals, or in the case of Vegan organization, as a collective term for products derived from animal products such as leather. That the word is capable of being used in a descriptive sense does not automatically make it unsuitable for use as a trade mark. The question is one of aptness and relevance. It seems to me that the term ANIMAL on its own is too general to be used as a description, the more appropriate use would be in conjunction with some other word such as ANIMAL PRINT, ANIMAL PATTERN, etc, but given the preponderance of possible shapes and designs even this would be insufficient, it being far more likely that the name of the specific animal would be used.

Setting aside the fact that this evidence appears to originate from outside of the United Kingdom and after the relevant date, it does not show that the word ANIMAL (solus) is in normal use to designate a characteristic of the goods, that is, other than as illustrated above. When used in connection with goods not of this ilk, the word ANIMAL would, in my view, clearly serve the purpose of designating the origin of the goods. There is also no escaping the fact that being a registered trade mark it is valid until proven otherwise.

Either in the specific items listed or the more general class descriptions, the opponents' registrations collectively cover identical goods to all but one item contained in the specifications of the application. The one exception is in respect of cases for sunglasses and spectacles, but these are so closely allied to the spectacles and sunglasses (covered by the opponents' earlier marks) that I would consider them to be similar goods.

The opponents claim use of the mark ANIMAL dating from 1988. The evidence shows use of the word ANIMAL in respect of watches and watch straps dating from 1990, and invoices from later years show use on items of head wear, stickers, sew-on logos, wallets, key rings, eye glass retainers, t-shirts, sweat shirts, shirts, some way short of the full extent of the goods specifications of their earlier registrations. Although I have no details of the extent of the market by which to put the opponents' trade into context, I consider that the level of turnover would by most standards be considered modest in terms of the overall market, as is the amount spent on promotion. Consequently, I do not consider that the use that the opponents have made of the mark adds anything to their case.

Neither the application nor the opponents' earlier marks are limited in any way, so as identical/similar goods are involved I see no reason why, notionally at least, they should not be regarded as having a common source of manufacture, distribution and sale, an identical means of display and selection, and the same consumer. The applicants have indicated that they would be prepared to limit the scope of their application to reflect their customer base. However, because the opponents' earlier marks are not limited in any way such an amendment cannot assist.

Taking all of the above factors into account and adopting the "global" view advocated, I find that the similarities are such that use by the applicants of their mark in respect of the goods for which they seek registration will cause the public to wrongly believe that their goods come

from the opponents or an economically linked undertaking, and consequently, that there is a likelihood of confusion. The ground under Section 5(2)(b) succeeds..

Although my decision under Section 5(2)(b) effectively decides the matter, I will go on to comment on the grounds under Section 5(3) and Section 5(4)(a).

The foundation of an objection under Section 5(3) is that the opponents' have acquired a reputation in an earlier trade mark, such that use of the same or a similar mark in respect of dissimilar goods (or services) to those covered by their earlier mark by another party will lead to the distinctive character or repute of that earlier trade mark suffering, or give the user some benefit to which they are not entitled.

To get out of the starting block the goods (or services) of the earlier marks must be different to those of the application, which in this case some may well be. However, whilst I have found the opponents' evidence to show modest use of the mark ANIMAL, it is sufficient to leave me in doubt that they are likely to have established a reputation, this is in respect of a lesser range of goods than covered by their registered trade marks and the same, or at the very least similar to those of the application. Consequently, the objection under Section 5(3) takes matters no further forward. The opponents have registered the mark ANIMAL in the form in which they use it and for reasons similar to those I have expressed in relation to the ground under Section 5(3) I consider the ground under Section 5(4)(a) to add nothing to this case.

This leaves the ground under Section 3(6). That section reads as follows:

“3.-(6) A trade mark shall not be registered if or to the extent that the application is made in bad faith.”

In their statement of grounds the opponent set out two objections under this ground. They first say that the mark applied for is not that of the applicants. For there to be a finding of bad faith on this basis would require the opponents to establish that at the time of application the applicants knew, or were likely to have known that the mark that they were applying for was that of another trader. In my view they have not done so; there is absolutely no evidence to support that particular objection.

The second strand to their objection is that the applicants have indicated that they trade in goods for the older lady, and have offered to restrict their specification accordingly. The specification is not limited to reflect this, and as a consequence the opponents assert that the applicants have no intention of using the mark in relation to all of the goods for which registration is sought.

It is clear from the wording of Section 32(2) that an applicant need not be using the trade mark on all, or indeed any of the goods at the time the application is made. The futurity envisaged by the Act means that an objection under Section 3(6) based on the assertion that the applicants do not have a bona fide intention of trading in all of the goods/services covered by an application (and have therefore acted in bad faith) is, in the absence of evidence unlikely to succeed. Whilst an offer to restrict a specification could be taken as an admission of a lack



of intent, and not unreasonably so when this accords with their historical trading practices, I consider it would be wrong to draw this inference. When in dispute parties may feel compelled to take certain actions that they otherwise would not.



If through evidence it can be established that an application covers goods/services which the applicant knows the trade mark cannot, or will never be used in connection with, there is every likelihood that they would be found to have acted in bad faith in making the application. In this case there is no evidence and I find that the objection under Section 3(6) fails.

The opposition having been successful the opponents are entitled to an award of costs. I order that the applicants pay the opponents the sum of £1,950 as a contribution towards their costs. This sum to be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 26th day of June 2002

**Mike Foley
for the Registrar
The Comptroller General**

Number	Mark	Class	Specification
1408497		9	Protective headwear; retainers for spectacles; retainers for sports spectacles; all included in Class 9.
1501627		14	Jewellery; watch straps; all included in Class 14; but not including any such goods in the form of or decorated with animals.
1501892	ANIMAL	9	Protective headwear; retainers for spectacles; retainers for sports spectacles; all included in Class 9.
2054886	ANIMAL	9	Protective headwear, spectacles, sunglasses, retainers for spectacles, retainers for sports spectacles and sunglasses.
		14	Jewellery, watch straps, watches, clocks and horological instruments, keyrings; but not including goods in the form of animals.
		16	Printed matter, photographs, books, leaflets, adhesive stickers, labels, posters, stationery, cardboard articles; but not including goods bearing representations of, or relating to, animals.
		18	Bags, backpacks, rucksacks, wallets and purses, straps, belts, keycases.
		20	Display stands, display boards, picture frames, cabinets, dispensers, frames, shelves, keyboards for hanging keys, boxes and packaging containers.
		25	Clothing, footwear, headgear, baseball caps, sweatshirts, t-shirts.

Number	Mark	Class	Specification
2054901		9	Protective clothing, protective headwear, life jackets, spectacles, Sunglasses, retainers for spectacles, retainers for sports spectacles and Sunglasses.
		14	Jewellery, watch straps, watches, clocks and horological instruments, keyrings.
		16	Printed matter, photographs, books, leaflets, adhesive stickers, labels, posters, stationery, cardboard articles.
		18	Articles made from leather and from imitations of leather, bags, backpacks, rucksacks, wallets and purses, straps, belts, key cases.
		20	Display stands, display boards, furniture, picture frames, cabinets, dispensers, frames, shelves, keyboards for hanging keys, boxes and packaging containers.
2150526		12	Bicycles; mountain bicycles; bicycle frames, pumps, handle bars, stands, pokes, saddles, bells, brakes, rims and hains; boats; sailing boats; sleighs; parts and fittings for all the aforesaid goods
		25	Clothing; sports clothing; footwear; baseball caps; sweatshirts; wet suits; gloves; headgear; headbands; sports hats and helmets; sports footwear; sports Shoes; gymnastic clothing; T-shirts; bandannas.
		28	Sporting articles and apparatus; but not including fishing tackle and fishing bait; gloves for sports and for games; sleighs; bob sleighs; sail boards; skis; snow boards; surf boards; wind surf boards and apparatus; boards for use in water sports and wake boards.

Number	Mark	Class	Specification
2150526A (Cont)		36	Insurance; holiday and active sports insurance; credit services; financial sponsorship; accident and health insurance; medical insurance; life insurance; insurance broking and brokerage; sponsorship of sporting events and competitions.
2150526B	ANIMAL	12	Bicycles; mountain bicycles; bicycle frames, pumps, handle bars, stands, spokes, saddles, bells, brakes, rims and chains; boats; sailing boats; sleighs; parts and fittings for all the aforesaid goods
		36	Insurance; holiday and active sports insurance; credit services; financial sponsorship; accident and health insurance; medical insurance; life insurance; insurance broking and brokerage; sponsorship of sporting events and competitions.

8508

(CTM)

9



P
o
t
e
c
t
i
v
e
c
l
o
t
h
i
n
g
,
p
r
o
t
e
c
t
i
v
e

h
h
e
a

dw
ear
,
life
jac
ket
s,
spe
cta
cle
s,
Ssu
ngl
ass
es,
reta
iner
s
for
spe
cta
cle
s,
reta
iner
s
for
spo
rts
spe
cta
cle
s
and
Ss
un
gla
sse
s.

- 14 Jewellery, watch straps, watches, clocks and horological instruments, keyrings.
- 16 Printed matter, photographs, books, leaflets, adhesive stickers, labels, posters, stationery items, cardboard articles.
- 18 Articles made from leather and imitations of leather, bags, backpacks, rucksacks, wallets and purses, straps, belts, keycases.
- 20 Display stands, display boards, furniture, picture frames, cabinets, dispensers, frames, shelves, keyboards for hanging keys, boxes and packaging.