O/0962/26

TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION NO. UK00004086910

IN THE NAME OF ANDREW VINCENT SOUTHALL

TO REGISTER THE FOLLOWING TRADE MARK:

SkySiege

IN CLASS 42

AND

IN THE MATTER OF OPPOSITION THERETO

UNDER NO. OP000451396

BY SKY LIMITED

Background and pleadings

1. On 13 August 2024, Andrew Vincent Southall ("*the Applicant*") applied to register the trade mark shown on the cover page of this decision in the UK under number UK00004086910 ("*the Contested Mark*"). The application was accepted and published in the Trade Marks Journal on 13 September 2024. Registration is sought for the following services:

   Class 42 Computer security threat analysis for protecting data; Consultancy in the field of computer security; Consultancy in the field of cloud security software; Provision of computer security risk management programs; Updating of computer software relating to computer security and prevention of computer risks; Consulting in the field of cloud computing networks and applications regarding system vulnerability and penetration tests; Programming of Internet security programs for monitoring, assessment and testing of computer security risks; Consulting services in the field of cloud security computing; Consultancy and information services in the field of information technology architecture and infrastructure for the monitoring, assessment and testing of computer security risks; Monitoring of computer systems for security purposes; Computer security services for protection against illegal network access; Computer and information technology consultancy services namely support and troubleshooting services regarding system vulnerability and penetration tests; Design and development of operating software for cloud computing networks with the purpose of monitoring and assessing computer security risks; Cloud-based data protection services.

2. On 13 December 2024, Sky Limited ("*the Opponent*") opposed the application in full under section 5(2)(b) of the Trade Marks Act 1994 ("*the Act*"). The Opponent relies upon the following earlier registrations:

   1) UK Registration no. UK00002525359 ("*the '359 mark*")

      Representation: SKY
      Filing date: 2 September 2009

Registration date: 15 April 2022

Relying upon some services in class 42 listed in Annex A

2) UK Registration no. UK00918123835[1] ("*the '835 mark*")

Representation: SKY

Filing date: 14 November 2018

Registration date: 16 September 2019

Relying upon some services in class 42 listed in Annex A

3) UK Registration no. UK00003859806 ("*the '806 series mark*")

Representation:

Filing date: 15 December 2022

Registration date: 10 March 2023

Relying upon some services in class 42 listed in Annex A

4) UK Registration no. UK00914893176[2] ("*the '176 mark*")

Representation: SKY

Filing date: 9 December 2015

Registration date: 9 November 2018

Relying upon some services in class 42 listed in Annex A

3. By virtue of their earlier filing dates, the above registrations constitute earlier marks within the meaning of section 6 of the Act. As the '359 and '806 marks had not completed their registration process more than five years before the filing date of

[1] Under Article 54 of the Withdrawal Agreement between the UK and the EU, the UK IPO created comparable UK trade marks for all right holders with an existing registered EUTM or International Registration designating the EU. As a result, the opponent's mark was converted into a comparable UK trade mark. Comparable UK marks are now recorded in the UK trade mark register, have the same legal status as if they had been applied for and registered under UK law, and the original filing dates remain the same.

[2] Idem.

the application in issue, they are not subject to the use provisions contained in section 6A of the Act.

4. The ‘176 mark completed its registration procedure more than five years before the filing date of the Contested Mark, it is therefore subject to the use provisions set out in section 6A of the Act. The Opponent has stated that it has used the mark for all the services relied on.

5. In its statement of grounds, the Opponent submits that the competing marks are highly similar, considering the alleged descriptiveness of the word “siege” for the services at hand, and that the Applicant’s services are identical or similar to the Opponent’s services. The Opponent contends that, as a result, a likelihood of confusion on the part of the public, including a likelihood of association between the marks, will occur. For this reason, the Opponent requests that the application be refused in its entirety and that a costs award be made in its favour.

6. The Applicant filed a defence and counterstatement denying all the claims made by the Opponent and stating that the competing trade marks are dissimilar and that the respective services are different. The Applicant also puts the Opponent to proof of use for all the services relied upon by the Opponent under the ‘359 and ‘806 marks. The Applicant submits that the opposition should be dismissed and that the application should proceed to registration.

Relevance of EU law

7. 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 and submissions

8. During the evidence rounds, the Applicant filed written submissions and the Opponent filed evidence in chief, dated 5 January 2026, in the form of a witness statement by Emma Campbell and accompanied by exhibits EC1 – EC47. Ms

Campbell is the Assistant General Counsel: Product Technology, Contentious & News for the Opponent's UK IP Legal team and she has held this position since April 2015.

9. Neither party requested a hearing, but both parties filed submissions in lieu of a hearing. I will not summarise here the evidence or submissions, but I will refer to them as and where appropriate in this decision. This decision is taken following a careful consideration of the papers.

10. The Opponent is represented by Dentons UK and Middle East LLP. The Applicant is represented by Daneel Williams LLP.

Preliminary matters

Previous decision from the UKIPO concerning "SKY" marks

11. In its submissions in lieu, the Opponent referred me to previous decisions from the Tribunal in which later trade marks consisting of the word "SKY" in combination with a descriptive term were found to be confusingly similar to the Opponent's "SKY" marks. The Opponent contends that I should arrive at the same outcome as in those earlier decisions. Firstly, I note that I am not bound by previous decisions of this Tribunal. Secondly, the Opponent referred to previous decisions where the contested marks and the services were different from those at issue in the present case. Therefore, although I note the Opponent's submissions, I do not intend to take into account these previous decisions. I will carry out my assessment exclusively on the facts and circumstances of the present proceedings.

Pending cancellation action at the EUIPO for the '176 mark

12. The Applicant points out that the '176 mark is subject to a cancellation action pending before the EUIPO.[3] The Applicant contends that the outcome of this cancellation action could directly affect the opposition at hand and it requests the opposition to be suspended pending the outcome of the decision at the EUIPO. Whilst I note the Applicant's submissions, the cancellation action at the EUIPO does not substantially affect the present proceedings: even in the event that the

[3] Applicant's submissions in lieu at paragraph [25] and [26].

cancellation action is successful, the opposition would proceed on the basis of the surviving earlier rights. Therefore, the Applicant's suspension request is refused, and the opposition will proceed accordingly.

Approach

13. For reasons that will become apparent, I will proceed on the basis of the Opponent's reliance on registration number UK00002525359 only (hereafter referring to it as "the earlier mark" for ease of reference). Regarding the '359 mark, the Opponent can rely on all the services identified without having to show genuine of them, the word-only mark "SKY" is clearly more similar (at least visually) than the stylised '806 series mark and its specification covers most of the services relied upon, when compared with the other earlier marks. I will return to consider the other earlier marks if it becomes necessary to do so.

Decision

Section 5(2)(b)

14. The opposition is based upon section 5(2)(b) of the Act, which reads as follows:

> "5(2) A trade mark shall not be registered if because -
>
> (a) […]
>
> (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".

15. Section 5A of the Act states that:

> "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."

16. The following standard summary of the principles applicable to the assessment of the likelihood of confusion was approved by the Supreme Court in *Iconix Luxembourg Holdings SARL v Dream Paris Europe Inc & Anor*, [2025] UKSC 25:

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

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

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

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

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

(f) and beyond the usual case, where the overall impression created by a mark depends heavily on the dominant features of the mark, it is quite possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

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

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

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

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

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

Comparison of services

17. When making the comparison, all relevant factors relating to the goods in the specifications should be taken into account. In the judgment of the Court of Justice of the European Union ("CJEU") in *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc,* 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."

18. Guidance on this issue has come from Jacob J. (as he then was) in *British Sugar Plc v James Robertson & Sons Limited ("Treat")* [1996] R.P.C. 281, where he identified the factors for assessing similarity as:

    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.

19. In *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (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."

20. In *YouView Ltd v Total Ltd* [2012] EWHC 3158 (Ch) at [12] Floyd J stated:

> "[...] Trade mark registrations should not be allowed such a liberal interpretation that their limits become fuzzy and imprecise: see the observations of the CJEU in Case C-307/10 The Chartered Institute of Patent Attorneys (Trademarks) (IP TRANSLATOR) [2012] ETMR 42 at [47]-[49]. Nevertheless the principle should not be taken too far. Treat was decided the way it was because the ordinary and natural, or core, meaning of 'dessert sauce' did not include jam, or because the ordinary and natural description of jam was not 'a dessert sauce'. Each involved a straining of the relevant language, which is incorrect. Where words or phrases in their ordinary and natural meaning are apt to cover the category of goods in question, there is

equally no justification for straining the language unnaturally so as to produce a narrow meaning which does not cover the goods in question."

21. For the purposes of considering the issue of similarity of the goods, it is permissible to consider groups of terms collectively where appropriate: *Separode Trade Mark*, BL O-399-10.

22. The parties' services are listed in the table below.

Applicant's services	**Opponent's services**
Class 42 Computer security threat analysis for protecting data; Consultancy in the field of computer security; Consultancy in the field of cloud security software; Provision of computer security risk management programs; Updating of computer software relating to computer security and prevention of computer risks; Consulting in the field of cloud computing networks and applications regarding system vulnerability and penetration tests; Programming of Internet security programs for monitoring, assessment and testing of computer security risks; Consulting services in the field of cloud security computing; Consultancy and information services in the field of information technology architecture and infrastructure for the monitoring, assessment and testing of computer security risks; Monitoring of computer systems for security purposes; Computer security services for	Class 42 Design and development of computer hardware and software; installation, rental and maintenance of computer software; home computer services namely computer consultancy, installation, repair and maintenance of computer software, updating software and computer support services; advice relating to the development of computer systems; advisory services relating to computer based information systems; advisory services relating to computer hardware or software; design, installation, maintenance or updating of computer software; design of computer hardware; design services; computer programming services; internet walled garden services; testing, research, assessing, consultancy, advising or providing information in relation to the foregoing; provision of software updates electronically; online scanning, detecting, quarantining and eliminating

protection against illegal network access; Computer and information technology consultancy services namely support and troubleshooting services regarding system vulnerability and penetration tests; Design and development of operating software for cloud computing networks with the purpose of monitoring and assessing computer security risks; Cloud-based data protection services.	of viruses, worms, Trojans, spyware, malware and unauthorised data and programs on computers and electronic devices; online managing and filtering of electronic communications; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; computer services relating to radio and television programmes; consultancy, information and advisory services relating to all the aforesaid services; information relating to all the aforementioned services provided on-line from a computer database or via a helpline or the internet; design, drawing and commissioned writing all for the compilation of web pages on the Internet; hosting websites; creating and maintaining websites; rental or leasing of computer hardware or software; computer services for interactive communications and broadcasting; computer services, namely the organisation of an infrastructure to enable television subscribers to access internet services via the television;

	monitoring and analysis of call information; testing, research, assessing, consultancy, advising or providing information in relation to the foregoing; computer services for on-line shopping; computer services relating to the processing of orders and payments; application service provider services; technical advisory services including these services provided by a helpline; online hosting services allowing users to publicise and share data online; provision of remote back-up services for computer data including services provided over a global communications network; Computer services for accessing a communications or computer network; computer services for retrieving information, messages, text sound, images and data via a computer network; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; consultancy, information and advisory services relating to all the aforesaid services; information relating to all the aforementioned services provided on-

	line from a computer database or via a helpline or the internet.

23. The Applicant submits that the contested services differ from those of the Opponent in that the Applicant's services consist of the identification, assessment and analysis of risks and threats to the consumers' confidential data, whereas the Opponent's services concern the broader design and development of computer hardware and software (and related services) in the field of entertainment and communication.[4] The Opponent, in its submissions in lieu, provided a table outlining the respective services' degree of similarity. I note both parties' submissions and I have borne them in mind in my assessment.

- *Computer security threat analysis for protecting data; Monitoring of computer systems for security purposes; Computer security services for protection against illegal network access*

24. The contested services above consist of computer analysis and monitoring for computer-security purposes (including data and network protection). The Opponent's specification features "*online scanning, detecting, quarantining and eliminating of viruses, worms, Trojans, spyware, malware and unauthorised data and programs on computers and electronic devices […] all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics*".

25. Both services include the analysis of computer programmes for security purposes (including protection from online threats). The respective services share the same nature and intended purpose. The services partially differ in their methods of use insofar as the Opponent's services are limited to specific apparatuses and/or services (e.g., home entertainment, gaming or home security apparatus/services). Since the Applicant's services cover computer security in general, it is my view that

[4] Applicant's submissions in lieu at paragraph [35].

the respective services can be offered by the same undertakings and at least partially overlap in their trade channels; for example, a business offering computer security services to protect data and prevent illegal network access would also detect and eliminate unauthorised gaming or betting programs. The services can therefore also target the same users and be in competition with each other. Overall, these services are similar to between a medium and high degree of similarity.

- *Updating of computer software relating to computer security and prevention of computer risks*

26. The Opponent's specification contains "*provision of software updates electronically […] all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics*".

27. The Applicant's services are updating of software for computer security whereas the Opponent's services are software updates for home entertainment, gaming or betting, telecommunications, home security apparatus/services.

28. The respective services overlap in their nature and method of use insofar as they all consist of the provision of technical services involving the updating of software operating on, or in connection with, electronic or computerised systems. However, they differ in their intended purpose in that the Applicant's services are expressly directed towards computer security and the prevention of computer risks, whereas the Opponent's services concern software used for entertainment, gaming or betting, telecommunications or home security. The services are likely to share the same channels of trade, since software updating services in different technological fields may be offered by the same software service providers and supplied through similar digital or technical-service channels. The respective services may also be directed at an overlapping relevant public, particularly business and professional users requiring the maintenance and updating of software systems, although some of the Opponent's services, such as those relating to home entertainment or gaming, may additionally target members of the general public. Moreover, the services are not ordinarily in competition, since a consumer seeking an update to

cybersecurity software would not normally select an update to entertainment, gaming or telecommunications software as an alternative. There may also be a degree of complementarity, particularly where cybersecurity or security-related software interacts with the systems or connected devices for which the Opponent provides updates. Overall, the services have a medium degree of similarity.

- *Consulting in the field of cloud computing networks and applications regarding system vulnerability and penetration tests; Consultancy and information services in the field of information technology architecture and infrastructure for the monitoring, assessment and testing of computer security risks; Consultancy in the field of computer security; Consultancy in the field of cloud security software; Consulting services in the field of cloud security computing; Computer and information technology consultancy services namely support and troubleshooting services regarding system vulnerability and penetration tests*

29. The Applicant's services consist, broadly, of computer and cloud security consultancy, including advice, support and troubleshooting relating to computer security risks, system vulnerabilities and penetration testing. The Opponent's services consist of online scanning, detection, quarantining and elimination of viruses, worms, Trojans, spyware, malware and other unauthorised data and programs in connection with specified apparatus/devices (e.g., home entertainment, gaming or betting, telecommunications, home security apparatus/services). Whilst the respective services differ in their nature (i.e., the Applicant provides consultancy, information, support and troubleshooting whereas the Opponent provides practical scanning, detection and removal services), they overlap in their intended purpose, since both are directed towards identifying and addressing threats, vulnerabilities or risks affecting computerised systems, networks or electronic devices. The services differ in their method of use in that the Applicant's services would generally be engaged to obtain specialist advice, assessment or technical assistance concerning security vulnerabilities, whereas the Opponent's services operate by scanning systems or devices and detecting, quarantining or eliminating harmful or unauthorised software. Nevertheless, their channels of trade may overlap, as both types of services are capable of being provided by undertakings operating in the field of computer and IT security. The

services also overlap in their relevant consumers, which may include both businesses and members of the general public seeking to protect computerised systems or electronic devices against security threats. The services are unlikely to be in direct competition, since security consultancy or vulnerability testing is not ordinarily an alternative to a service which scans for and removes malware. However, there is a degree of complementarity since the identification or assessment of security vulnerabilities may require the use of services designed to detect and remove security threats, and both may form part of the process of securing a computer system. Taking these factors together, I consider the respective services to be similar to between a low and medium degree.

- *Provision of computer security risk management programs*

30. The Opponent's specification features the term "*online scanning, detecting, quarantining and eliminating of viruses, worms, Trojans, spyware, malware and unauthorised data and programs on computers and electronic devices*". The respective services differ in their nature in that the contested services consist of the provision of computer programs for managing computer-security risks whereas the Opponent's services concern the performance of computer-security services which identify and address particular threats. However, their intended purposes substantially overlap, since both are directed towards the management, prevention or mitigation of risks affecting the security of computers, software and electronic devices. Their relevant users and trade channels are also likely to overlap, as both may be supplied by undertakings operating in the computer and cybersecurity sector to consumers seeking to protect their computer systems or electronic devices against security threats. There may also be an element of competition insofar as consumers seeking to protect their computer systems against security risks may choose between obtaining security software capable of managing such risks and using an online service which detects, quarantines or eliminates particular threats. Moreover, the services can be important for the use of the other insofar as computer-security risk management programs may be used in conjunction with services which detect and remove viruses, malware and other unauthorised programs as part of an overall computer-security solution. Although I bear in mind that the Opponent's services are limited to those supplied as part of

or in connection with the specified entertainment, gaming or betting, telecommunications, home security or advertising-related apparatus or services, there remains a substantial overlap in their computer-security purpose, users, providers and channels of trade. Overall, I consider the services to be similar to between a medium and high degree.

- *Programming of Internet security programs for monitoring, assessment and testing of computer security risks; Design and development of operating software for cloud computing networks with the purpose of monitoring and assessing computer security risks*

31. The Opponent's specification features the services "*Design and development of computer […] software; computer programming services […] all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics*".

32. The respective services mostly overlap in their nature since they involve computer programming and the design and development of software. The services partially overlap in their intended purpose insofar as both concern the creation or development of software intended to perform specific functions within computerised or electronic systems. However, I bear in mind that the Applicant's services are directed towards creating Internet security and cloud-computing software for monitoring, assessing and testing computer-security risks, whereas the Opponent's services concern the creation and programming of software connected with the particular apparatus and services specified in its registration.

33. The services also share the same methods of use since they involve software programming, design and development according to the technical requirements of the relevant system or application. They are likely to share the same channels of trade and target the same consumers since both services may be supplied by software developers, programmers and information technology undertakings, and their relevant consumers may overlap, particularly amongst commercial or professional users seeking bespoke or specialist software development and programming services. The services can also be in competition in that software

providers (i.e., programmers and developers) may offer software-development services across different technological applications. I do not find that the respective services are complementary in the sense provided by the case law. Overall, I find that these services are similar to a between medium and high degree.

- *Cloud-based data protection services*

34. In relation to the Opponent's "*online scanning, detecting, quarantining and eliminating of viruses, worms, Trojans, spyware, malware and unauthorised data and programs on computers and electronic devices*" (limited to the specific apparatus/services), the respective services differ in their nature and method of use: the Applicant's services concern the protection of data by cloud-based means, whereas the Opponent's services involve the active identification, isolation and removal of malicious or unauthorised software from computers and electronic devices. Nevertheless, there is a significant overlap in their intended purpose, since both are computer-security services aimed at protecting data, computer systems or electronic devices against security risks and unauthorised interference. The respective services are also likely to overlap in their trade channels and relevant consumers, as both may be provided by undertakings operating in the computer, cloud and cybersecurity sectors to businesses and other users seeking to safeguard their digital information and systems. The respective services may also be in competition with each other insofar as different cybersecurity solutions may be selected to protect data or systems against security threats. Although malware detection and removal may be used alongside cloud-based data protection as elements of a broader cybersecurity solution, I do not find that the respective services are important one for the use of the other to be complementary in the sense provided by the case law. Overall, also bearing in mind the Opponent's limitation, I consider the respective services to be similar between a low and medium degree.

Average consumer and the purchasing act

35. 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 & Co GmbH v Klijsen Handel B.V.,* Case C-342/97.

36. In *Iconix Luxembourg Holdings SARL v Dream Paris Europe Inc & Anor*, [2025] UKSC 25, the Supreme Court approved the comments of Arnold LJ in *Lidl Great Britain Ltd & Anor v Tesco Stores Ltd & Anor (Rev1)* [2024] EWCA Civ 262, where he pointed out that:

> (a) Consumers who are ill-informed or careless, or consumers with specialised knowledge or who are excessively careful are excluded from consideration;
>
> (b) The average consumer provides a standard which enables the courts to strike a balance between the competing interests involved, such as trade mark owners, their competitors and consumers;
>
> (c) The average consumer is neither a single hypothetical person nor a mathematical average; assessment from the perspective of the average consumer does not involve a statistical test. There is no single meaning rule and if, having regard to the perceptions and expectations of the average consumer, the court considers that a significant proportion of the relevant public is likely to be confused, a finding of infringement may properly be made;
>
> (d) Assessment from the perspective of the average consumer is intended to facilitate adjudication of trade mark disputes by providing an objective criterion, by promoting consistency of assessment and by enabling courts and tribunals to determine such issues so far as possible without the need for evidence;
>
> (e) The average consumer's level of attention varies according to the category of goods or services in question; and
>
> (f) the average consumer rarely has the opportunity to make direct comparisons between trade marks (or between trade marks and signs) and must instead rely upon the imperfect picture of the trade mark they have kept in their mind.

37. The Applicant submits that the services at hand are costly and highly specialised; the consumers will not purchase them from general retail outlets, but directly from a trusted provider to keep their data confidential. It is therefore argued that the

relevant consumers will pay a particularly high degree of attention due to the confidentiality and trust between the purchaser and the provider.[5] The Opponent contends that the relevant consumer is the "ordinary member of the public" who will not have a special degree of attention when selecting the services.[6] I note both parties' submissions.

38. The average consumer for the services may be either a member of the general public or a professional or business user. Whilst the services will vary in price, when selecting them the average consumer is likely to consider factors such as customer service standards, technical expertise, functionality, suitability to specific needs or compatibility of the services with technical requirements as well as ease of installation and use. Consequently, I consider that at least a medium degree of attention will be paid during the purchasing process. However, I recognise that a higher level of attention may be paid, particularly when the services relate to the protection of data or systems for businesses considering the impact that a security breach may have on the operation of a business. In any case, I bear in mind that the likelihood of confusion must be assessed from the perspective of members of the general public, as they are the group who will pay the lower degree of attention.[7]

39. The services are likely to be encountered through a website, directory of services or an advertisement, although in some cases they may be encountered at the physical premises of the service provider or a retailer. As such, the purchasing process will be predominantly visual, however I recognise that there may also be an aural component where services are engaged following consultation with a provider or where word of mouth recommendations play a role.

Comparison of the marks

40. It is clear from *Sabel BV v Puma AG,* Case C-251/95 (particularly paragraph 23) that the average consumer normally perceives a trade 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 trade marks must be assessed by

[5] Applicant's submissions in lieu at paragraphs [40] and [41].
[6] Opponent's submissions in lieu.
[7] Case T-356/14, *CareAbout v OHMI - Florido Rodríguez (Kerashot)*, paragraph 25.

reference to the overall impressions created by the trade 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."

41. 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.

42. The respective trade marks are shown below:

Opponent's earlier mark	Applicant's Contested Mark
SKY	**SkySiege**

Overall impression

43. The earlier mark's overall impression lies in the single word "SKY" of which it is comprised.

44. The Contested Mark consists of the word combination "SkySiege". While the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details, he/she will, nevertheless, perceiving a verbal sign, break it down into verbal elements which suggest a concrete meaning or which resemble words known to him/her.[8] The relevant consumers will therefore perceive the common dictionary words "Sky" and "Siege" in the Contested Mark. The Opponent provides evidence and submissions indicating that "siege" is descriptive

[8] Case T-356/02 *Vitakraft-Werke Wührmann* v *OHIM – Krafft (VITAKRAFT)* [2004] ECR II-3445, paragraph 51; Case T-256/04 *Mundipharma* v *OHIM – Altana Pharma (RESPICUR)* [2007] ECR II-0000, paragraph 57.

in relation to the services at hand. It contends that "siege" is used to identify a stress test tool to assess how a web application or application programming interface operates under high demand or heavy traffic (i.e., under "siege").[9] Although I appreciate the Opponent's submissions (and evidence) on this point, I find that the three extracts provided to show the descriptive meaning of "siege" are insufficient to show that a significant proportion of consumers will readily understand "siege" as having that descriptive meaning.

45. I agree with the Opponent that the relevant consumers will understand "siege" with its common dictionary meaning of the "*surrounding of a place by armed forces in order to overcome those defending it*". In relation to the services at issue, it is my view that at least a significant proportion of the relevant consumers will understand "Siege", in accordance with its ordinary meaning, as referring to a persistent or sustained attack. Given that the relevant services essentially concern computer security, the prevention and management of computer-security risks and the protection of data, consumers are likely to perceive the word figuratively as alluding to computer systems, networks or data being "under siege", namely, subjected to sustained cyber-attacks, threats or unauthorised intrusion. The word therefore carries a suggestive connotation of a cyber-attack and of the need to defend or protect computer systems and data against such an attack.

46. I therefore find that "Sky" and "Siege" do not combine to form a unit; each plays an independent role in the mark with "Sky" being the main distinctive element as it does not have any conceptual relationship with the Applicant's services and "Siege" contributing less to the mark's overall impression given its allusive meaning.

Visual similarity

47. The earlier mark is the all-capitalised word "SKY" in standard font. The Contested Mark is the combination of the conjoined words "SkySiege". As stated above, the relevant consumer will perceive the Contested Mark as the union of "Sky" and "Siege". The respective marks therefore overlap in their beginnings (i.e., the word "Sky"), which is where the consumers generally tend to focus more of their

[9] Statement of grounds at [9] and [10]; Opponent's submissions in lieu.

attention,[10] and differ in the addition of the word “Siege” at the end of the Contested Mark which renders the mark longer than the earlier mark. The earlier mark is fully contained in the Contested Mark. Although the earlier mark is all capitalised, the difference in letter case is not significant, since the registration of word-only marks provides protection for the words themselves, irrespective of whether they are presented in upper, lower or title case.[11] Overall, the marks have a medium degree of visual similarity.

Aural similarity

48. The word “Sky”/“SKY” and “Siege” are English dictionary words, and the relevant consumers will voice them accordingly. The respective marks clearly overlap in the pronunciation of “Sky”/“SKY”, which is identical in both marks, whereas they differ by virtue of the additional word “Siege” contained in the Contested Mark which also renders the mark a longer two-word combination as opposed to the three-letter word forming the earlier mark. The marks have a medium degree of aural similarity.

Conceptual similarity

49. For a conceptual message to be relevant it must be capable of immediate grasp by the average consumer. This is highlighted in numerous judgments of the GC and the CJEU, including *Ruiz Picasso v OHIM*.[12] The assessment must, therefore, be made from the point of view of the average consumer.

50. The Applicant contends that the respective marks are conceptually different in that the Contested Mark does not have any meaning whereas the earlier mark has a specific meaning in English.[13] The Opponent argues that the marks are conceptually similar as they both reproduce the element “SKY”.[14]

51. The respective marks overlap in their word “SKY” / “Sky” which has the same dictionary meaning in both marks. The marks differ in the dictionary word “Siege” which, irrespective of its meaning in relation to the services at hand, conveys a

[10] *El Corte Inglés, SA v OHIM*, Cases T-183/02 and T-184/02.
[11] *Migros-Genossenschafts-Bund v EUIPO*, Case T-189/16.
[12] [2006] ECR I-643; [2006] E.T.M.R.
[13] Applicant’s submissions in lieu at paragraph [53].
[14] Opponent’s submissions in lieu.

clear dictionary meaning which is not reproduced in the earlier mark. Therefore, the respective marks have a medium degree of conceptual similarity.

Distinctive character of the earlier trade mark

52. The distinctive character of a trade mark can be appraised only, first, by reference to the goods and services in respect of which registration is sought and, secondly, by reference to the way it is perceived by the relevant public – *Rewe Zentral AG v OHIM (LITE)* [2002] ETMR 91. In *Lloyd Schuhfabrik*, 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 C-108/97 and C-109/97 *Windsurfing Chiemsee* v *Huber and Attenberger* [1999] ECR I-0000, paragraph 49).
>
> 23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51)."

53. Registered trade marks possess varying degrees of inherent distinctive character. These range from the very low, such as those which are suggestive or allusive of the services, to those with high inherent distinctive character, such as invented words. The distinctiveness of a mark can be enhanced by virtue of the use that has been made of it.

54. I have elected first to assess the similarity (or lack thereof) between the '359 mark and the Contested Mark. Since the '359 mark is not subject to the use provisions, I will only consider the inherent position.

55. The earlier mark "SKY" is an arbitrary English dictionary word that is devoid of any clear semantic correlation with the services at hand for which the mark has been registered. I therefore find that the earlier mark has a medium degree of inherent distinctiveness.

Likelihood of confusion

56. There is no simple formula for determining whether there is a likelihood of confusion. The factors considered above have a degree of interdependency (*Canon* at [17]). I must make a global assessment of the competing factors (*Sabel* at [22]), considering the various factors from the perspective of the average consumer and deciding whether the average consumer is likely to be confused. In making my assessment, I must keep in mind 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 he has retained in his mind (*Lloyd Schuhfabrik* at [26]).

57. Confusion can be direct or indirect. Direct confusion involves the average consumer mistaking one mark for the other (*L.A. Sugar Limited v By Back Beat Inc*, Case BL-O/375/10).

58. Throughout the course of my decision, I have found the respective marks visually, aurally and conceptually similar to a medium degree. The similarity of the parties' services ranges from between a low and medium to between a medium and high degree. The average consumer of the relevant services will comprise both members of the general public and professionals although I will take into account the section of consumers who will pay the lower degree of attention, namely, the general public. The marks' visual impression is likely to carry the greatest weight in the selection process, though the relevance of the marks' aural impression cannot be overlooked. The average consumer is likely to apply at least a medium degree of attention to its selection. I have found the earlier mark inherently distinctive to a medium degree.

59. I will begin by considering the likelihood of direct confusion. The Contested Mark contains the additional conjoined word “Siege”, which has no counterpart in the earlier mark and makes the Contested Mark noticeably longer than the earlier mark. I bear in mind that the marks identically overlap in their initial word “Sky”/“SKY”, and that consumers generally pay more attention to the beginnings of marks. I also remind myself that the average consumer rarely has the chance to make direct comparisons between trade marks and, instead, must rely upon the imperfect picture of them retained in its mind. Nevertheless, it is my view that the addition of “Siege” in the Contested Mark is highly unlikely to be overlooked by consumers. Consequently, I do not consider that consumers will confuse one mark for the other. I dismiss a likelihood of direct confusion.

60. It now falls to me to consider the likelihood of indirect confusion. The concept of indirect confusion 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*, Case 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’.
>
> 17. Instances where one may expect the average consumer to reach such a conclusion tend to fall into one or more of three categories:
>
> (a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one

else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right ('26 RED TESCO' would no doubt be such a case).

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

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

61. These three categories are not exhaustive; rather, they were intended to be illustrative of the general approach, as has been confirmed by the Court of Appeal.[15] I recognise that a finding of indirect confusion should not be made merely because the competing marks share a common element. In this connection, it is not sufficient that a mark merely calls to mind another mark: this is mere association not indirect confusion.[16] The Court of Appeal has also emphasised that, where there is no direct confusion, there must be a "proper basis" for finding indirect confusion.[17]

62. In *Whyte and Mackay Ltd v Origin Wine UK Ltd and Another* [2015] EWHC 1271 (Ch), Arnold J. (as he then was) considered the impact of the CJEU's judgment in *Bimbo,* Case C-591/12P, on the court's earlier judgment in *Medion v Thomson.* The judge said:

"18 The judgment in *Bimbo* confirms that the principle established in *Medion v Thomson* is not confined to the situation where the composite trade mark for which registration is sought contains an element which is identical to an earlier trade mark, but extends to the situation where the composite mark contains an

[15] *Liverpool Gin Distillery and others v Sazerac Brands, LLC and others* [2021] EWCA Civ 1207.
[16] *Duebros Limited v Heirler Cenovis GmbH*, BL O/547/17.
[17] *Liverpool Gin Distillery*.

element which is similar to the earlier mark. More importantly for present purposes, it also confirms three other points.

19 The first is that the assessment of likelihood of confusion must be made by considering and comparing the respective marks — visually, aurally and conceptually — as a whole. In *Medion v Thomson* and subsequent case law, the Court of Justice has recognised that there are situations in which the average consumer, while perceiving a composite mark as a whole, will also perceive that it consists of two (or more) signs one (or more) of which has a distinctive significance which is independent of the significance of the whole, and thus may be confused as a result of the identity or similarity of that sign to the earlier mark.

20 The second point is that this principle can only apply in circumstances where the average consumer would perceive the relevant part of the composite mark to have distinctive significance independently of the whole. It does not apply where the average consumer would perceive the composite mark as a unit having a different meaning to the meanings of the separate components. That includes the situation where the meaning of one of the components is qualified by another component, as with a surname and a first name (e.g. BECKER and BARBARA BECKER).

21 The third point is that, even where an element of the composite mark which is identical or similar to the earlier trade mark has an independent distinctive role, it does not automatically follow that there is a likelihood of confusion. It remains necessary for the competent authority to carry out a global assessment taking into account all relevant factors."

63. In my view, given that "Sky" and "Siege", in the Contested Mark, do not combine to form a unitary meaning, the mark's "Sky" element retains an independent distinctive role. I note that a significant proportion of the relevant consumers may not understand "Siege" as having any allusive meaning in relation to the services at hand; however, I found that for another separate significant proportion of the relevant consumers the word "Siege" is likely to evoke the concept of computer systems, networks or data being subjected to attack or intrusion and that the

Applicant's services provide protection against this type of threat. It follows that when encountering the combination "SkySiege", consumers are likely to perceive "Sky" as the element identifying the overarching brand or commercial origin, whilst "Siege" may identify a particular range of services concerned with protection against cyber threats. The construction "SkySiege", albeit conjoined, is therefore liable to be understood as being a sub-brand or service line offered under the "Sky" brand, rather than the combination forming an indivisible conceptual unit. This perception is reinforced by the suggestive character of "Siege" in the context of the services concerned whereas "Sky" has no comparable conceptual relationship with computer security, computer risks or data protection. Bearing in mind the earlier mark's medium degree of inherent distinctiveness and notwithstanding the fact that some of the services have between a low and medium similarity and the relevant consumers' medium degree of attention, I find that indirect confusion is likely to occur.

Conclusion

64. The opposition succeeds in full under section 5(2)(b) of the Act and, subject to any successful appeal against my decision, the Contested Mark is refused in its entirety.

65. I elected to proceed on the basis of the '359 mark. For completeness, as I found that the opposition has succeeded in full, it would not have placed the Opponent in any better position having also considered the matter in light of the '835 mark, the '806 series mark or the '176 mark. Accordingly, no further consideration of those marks is necessary.

Costs

66. The Opponent has been successful and is entitled to a contribution towards its costs. Awards of costs are governed by Annex A of the Tribunal Practice Notice ("TPN") 1/2023.

67. The Applicant, in its submissions in lieu, requests that, in light of the Opponent's behaviour during the proceedings, a costs award should not be made in the Opponent's favour, but rather in favour of the Applicant. The Opponent did not file

submissions on this point. The Applicant provided a timeline of the exchanges between the parties before and during these proceedings. From the Applicant's account, it appears that the Opponent made multiple requests for suspension of the proceedings, to which the Applicant felt compelled to agree in an effort to reach an amicable solution. The Applicant also reports that the Opponent would generally wait until the final day of the relevant deadline before making a further request for suspension. The Applicant further indicates that, on a few occasions, the Opponent did not copy it into correspondence with the Tribunal. Having considered the Applicant's submissions, I note that it is open to the parties to delay proceedings while attempting to settle the dispute amicably, and neither party can be considered responsible for the failure to reach an agreement. Furthermore, had the Applicant considered that the Opponent's requests to stay or suspend the proceedings would result in undue delay, it was open to it to oppose those requests. Accordingly, I do not consider that the Opponent acted unreasonably or that its conduct caused undue delay to these proceedings.

68. In accordance with the TPN 1/2023 the sum is calculated as follows:

Official fee	£100
Preparing a statement and considering the other side's statement	£250
Preparing evidence	£600
Preparing submissions in lieu of a hearing	£350
Total:	**£1,300**

69. I order Andrew Vincent Southall to pay Sky Limited the sum of **£1,300**. This sum is to be paid within 21 days of the expiry of the appeal period or within 21 days of the final determination of this case, if any appeal against the decision is unsuccessful.

Dated this 26th day of October 2026

Andrea Rossi
For the Registrar

Annex A

Earlier rights' services in class 42 relied upon for the opposition

UK00002525359

Class 42

Design and development of computer hardware and software; installation, rental and maintenance of computer software; home computer services namely computer consultancy, installation, repair and maintenance of computer software, updating software and computer support services; advice relating to the development of computer systems; advisory services relating to computer based information systems; advisory services relating to computer hardware or software; design, installation, maintenance or updating of computer software; design of computer hardware; design services; computer programming services; internet walled garden services; testing, research, assessing, consultancy, advising or providing information in relation to the foregoing; provision of software updates electronically; online scanning, detecting, quarantining and eliminating of viruses, worms, Trojans, spyware, malware and unauthorised data and programs on computers and electronic devices; online managing and filtering of electronic communications; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; computer services relating to radio and television programmes; consultancy, information and advisory services relating to all the aforesaid services; information relating to all the aforementioned services provided on-line from a computer database or via a helpline or the internet; design, drawing and commissioned writing all for the compilation of web pages on the Internet; hosting websites; creating and maintaining websites; rental or leasing of computer hardware or software; computer services for interactive communications and broadcasting; computer services, namely the organisation of an infrastructure to enable television subscribers to access internet services via the television; monitoring and analysis of call information; testing, research, assessing, consultancy, advising or providing information in relation to the foregoing; computer services for on-line

shopping; computer services relating to the processing of orders and payments; application service provider services; technical advisory services including these services provided by a helpline; online hosting services allowing users to publicise and share data online; provision of remote back-up services for computer data including services provided over a global communications network; Computer services for accessing a communications or computer network; computer services for retrieving information, messages, text sound, images and data via a computer network; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; consultancy, information and advisory services relating to all the aforesaid services; information relating to all the aforementioned services provided on-line from a computer database or via a helpline or the internet.

UK00918123835

Class 42

Providing temporary use of non-downloadable software for screening, filtering and blocking of access to online content and for managing online security settings; software as a service for screening, filtering and blocking of access to online content and for managing online security settings; providing electronic data storage services for storing audio, visual and/or audio visual content; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; information, advice and customer support services relating to all the aforesaid services; Providing temporary use of non-downloadable software for browsing, streaming, viewing, recording, storing and/or organising audio, visual and/or audio visual content; software as a service for browsing, streaming, viewing, recording, storing and/or organising audio, visual and/or audio visual content; providing temporary use of non-downloadable software for browsing, streaming, viewing and/or organising audio, visual and/or audio visual news and current affairs content; software as a service for browsing, streaming, viewing

and/or organising audio, visual and/or audio visual news and current affairs content; providing temporary use of non-downloadable software for browsing, streaming, viewing and/or organising audio, visual and/or audio visual sports, virtual sports and/or esports (multiplayer video game competitions) content; software as a service for browsing, streaming, viewing and/or organising audio, visual and/or audio sports, virtual sports and/or esports (multi-player video game competitions) content; providing temporary use of non-downloadable software for wireless local area network connections; software as a service for wireless local area network connections; providing temporary use of non-downloadable software for providing the geographical location of wireless internet access points; software as a service for providing the geographical location of wireless internet access points; providing technical support services and troubleshooting services relating to browsing, streaming, viewing, recording and/or organising audio, visual and/or audio visual content, fixed line telephony, mobile telephony, broadband and access to the internet; providing temporary use of non-downloadable software for online bookmaking services; software as a service for online bookmaking services; providing temporary use of non-downloadable software for online bingo, poker, roulette, card games, scratch card games, fruit machine games, slot machine games and jackpot games; software as a service for online bingo, poker, roulette, card games, scratch card games, fruit machine games, slot machine games and jackpot games; providing temporary use of non-downloadable software for online sports, virtual sports and/or esports (multi-player video game competitions) betting services; software as a service for online sports, virtual sports and/or esports (multi-player video game competitions) betting services; providing temporary use of non-downloadable software for home automation control devices for controlling: home automation systems, home automated cooking and refrigeration appliances, heating, lighting, air conditioning, home security, and home monitoring systems; software as a service for home automation control devices for controlling: home automation systems; providing temporary use of non-downloadable software for recording, monitoring, storing, analysing and sharing data relating to personal performance in cycle rides, cycle races and at cycling events; software as a service for recording, monitoring, storing, analysing and sharing data relating to personal performance in cycle rides, cycle races and at cycling events; information, advice and customer support services relating to all the aforesaid services.

UK00003859806

Class 42

Providing temporary use of non-downloadable software for screening, filtering and blocking of access to online content and for managing online security settings; software as a service for screening, filtering and blocking of access to online content and for managing online security settings; providing temporary use of non-downloadable software for network and device security; software as a service for network and device security; providing electronic data storage services for storing audio, visual and/or audio visual content; providing temporary use of downloadable software for protection against distributed denial of service attacks (DDoS); software as a service for protection against distributed denial of service attacks (DDoS); cloud computing services; providing virtual computer systems and environments through cloud computing; providing temporary use of online non downloadable operating software for accessing and using a cloud computing network; software as a service for accessing and using a cloud computing network; providing temporary use of software for use with safety, security, protection and signalling systems and devices; software as a service for use with safety, security, protection and signalling systems and devices; providing technical support services and troubleshooting services relating to safety, security, protection and signalling systems and devices; providing temporary use of non-downloadable software for security and safety purposes; software as a service for security and safety purposes; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; Electronic data storage services; infrastructure as a service [IaaS], software as a service [SaaS], and platforms as a service [PaaS] for building, managing and protecting computer networks, wide area networks [WANs] and local area networks [LANs]; infrastructure as a service [IaaS], software as a service [SaaS], and platforms as a service [PaaS] for installing and modifying applications and policies on electronic devices; providing temporary use of non-downloadable software for sending and receiving electronic message alerts, notifications and reminders; software as a service for sending and

receiving electronic message alerts, notifications and reminders; providing temporary use of non-downloadable software enabling the transmission of automated emergency messages, alerts and notifications; software as a service enabling the transmission of automated emergency messages, alerts and notifications; creating indexes of online information for others via a global computer network and via mobile communications devices; providing temporary use of non-downloadable software for accessing cloud computing services; software as a service for accessing cloud computing services; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; providing temporary use of non-downloadable software for browsing, streaming, viewing, recording, storing and/or organising audio, visual and/or audio visual content; software as a service for browsing, streaming, viewing, recording storing and/or organising audio, visual and/or audio visual content; providing temporary use of non-downloadable software for browsing, streaming, viewing and/or organising audiovisual and/or audio visual news, sports and current affairs content; software as a service for browsing, streaming, viewing and/or organising audio, visual and/or audio visual news and current affairs content; providing temporary use of non-downloadable software for browsing, streaming, viewing and/or organising audio, visual and/or audio visual sports virtual sports and/or esports (multi-player video game competitions) content; software as a service for browsing, streaming, viewing and/or organising audio, visual and/or audio sports, virtual sports and/or esports (multi-player video game competitions) content; graphic design services; providing temporary use of non-downloadable software for wireless local area network connections; software as a service for wireless local area network connections; providing temporary use of non-downloadable software for providing the geographical location of wireless internet access points; software as a service for providing the geographical location of wireless internet access points; providing technical support services and troubleshooting services relating to browsing, streaming, viewing, recording and/or organising audio, visual and/or audio visual content, fixed line telephony, mobile telephony, broadband and access to the internet; providing temporary use of non-downloadable software for local area network and wide area network management software as a service for local area network and wide area network management; providing temporary use of non-

downloadable software for room, office and/or venue automation control devices for controlling: room, office and/or venue automation systems, heating, lighting, air conditioning, room, office and/or venue security and room, office and/or venue monitoring systems; software as a service for room, office and/or venue automation control devices for controlling: room, office and/or venue automation systems, heating, lighting, air conditioning, room, office and/or venue security and room, office and/or venue monitoring systems; providing temporary use of non-downloadable software supplied as part of or in connection with any entertainment and/or training device or service; software as a service supplied as part of or in connection with any entertainment and/or training device or service providing temporary use of non-downloadable software supplied from the internet as part of or in connection with any entertainment and/or training device or service; software as a service supplied from the internet as part of or in connection with any entertainment and/or training device or service; computer services, namely, providing an interactive website that allows users to access a database of audio, visual and/or audio visual content; computer services for interactive communications and broadcasting; computer services, namely creating virtual communities for users to participate in shared viewing of content discussions, and polls, to give comments and receive feedback, and to engage in social networking; providing temporary use of non-downloadable software for creating virtual communities for users to participate in shared viewing of content, discussions, and polls, to give comments and receive feedback, and to engage in social networking; software as a service for creating virtual communities for users to participate in shared viewing of content discussions, and polls, to give comments and receive feedback, and to engage in social networking; providing temporary use of non-downloadable software to facilitate phone calls video calls, voice over internet protocol (VOIP) calls, audio, visual and/or audio visual conferences, text messages, instant messages and web messages; software as a service facilitating phone calls, video calls, voice over internet protocol (VOIP) calls, audio, visual and/or audio-visual conferences, text messages, instant messages and web messages; providing temporary use of non-downloadable software for social networking; software as a service for social networking; providing temporary use of non-downloadable software for recording, monitoring, storing, analysing and sharing data and providing feedback relating to personal fitness and performance in undertaking physical exercise; software as a service for recording, monitoring, storing, analysing and sharing data and providing

feedback relating to personal fitness and performance in undertaking physical exercise; providing temporary use of non-downloadable software for movement, gesture, facial and voice detection and recognition; software as a service for movement, gesture, facial and voice detection and recognition; providing temporary use of non-downloadable software for night vision recognition; software as a service for night vision recognition; providing temporary use of non-downloadable software for converting voice and gesture commands into machine-executable commands; software as a service for converting voice and gesture commands into machine-executable commands; providing temporary use of non-downloadable software for synchronising video and audio playback across multiple devices software as a service for synchronising video and audio playback across multiple devices providing temporary use of non-downloadable software for playing computer games software as a service for playing computer games; providing temporary use of non-downloadable software for bookmaking services; software as a service for book making services; providing temporary use of non-downloadable software for online book making services; software as a service for online bookmaking services; providing temporary use of non-downloadable software for betting services; software as a service for betting services providing temporary use of non-downloadable software for online bingo, poker, roulette card games, scratch card games, fruit machine games, slot machine games and jackpot games; software as a service for online bingo, poker, roulette, card games, scratch card games, fruit machine games, slot machine games and jackpot games; providing temporary use of non-downloadable software for online sports, virtual sports and/or esports (multi-player video game competitions) betting services; software as a service for online sports, virtual sports and/or esports (multi-player video game competitions) betting services providing temporary use of non-downloadable smart home software; software as a service relating to smart homes; providing temporary use of non-downloadable software for home automation control devices for controlling: home automation systems, home automated cooking and refrigeration appliances, heating, lighting, air conditioning, home security, and home monitoring systems; software as a service for home automation control devices for controlling: home automation systems; providing temporary use of software for use with sensors including alarm sensors, light sensors, motion sensors, night vision sensors, humidity sensors, temperature sensors and sensors for privacy protection; software as a service for use with sensors including alarm sensors, light sensors,

motion sensors, night vision sensors, humidity sensors, temperature sensors and sensors for privacy protection providing temporary use of non-downloadable software as part of or in connection with any broadband device or service; software as a service (SaaS) as part of or in connection with any broadband device or service; providing temporary use of providing technical support services and troubleshooting services relating to fixed line broadband and access to the internet; information, advice and customer support services relating to all the aforesaid services.

UK00914893176

Class 42

Design and development of computer hardware and software; computer programming; computer software consultancy; computer software design; computer system analysis; computer system design; computer virus protection services; consultancy in the design and development of computer hardware; information technology [it] consulting services; installation of computer software; maintenance of computer software; monitoring of computer systems by remote access; recovery of computer data; software as a service [saas]; updating of computer software; installation, rental and maintenance of computer software; home computer services namely computer consultancy, installation, repair and maintenance of computer software, updating software and computer support services; advice relating to the development of computer systems; advisory services relating to computer based information systems; advisory services relating to computer hardware or software; design, installation, maintenance or updating of computer software; design of computer hardware; design services; testing, research, assessing, consultancy, advising or providing information in relation to the foregoing; technical advisory services including these services provided by a helpline; provision of software updates electronically; online scanning, detecting, quarantining and eliminating of viruses, worms, trojans, spyware, malware and unauthorised data and programs on computers and electronic devices; online provision of information and general encyclopaedic knowledge relating to computer security […]; provision of remote back-up services for computer data including services provided over a global communications network; synchronizations of programs, data, files, e-mails, contacts, calendars, task lists, text messages, photos, music, audio, visual, audio visual, video, text, graphics, programs

and other information via telecommunications and global communications networks; data synchronization over telecommunications, communications and computer networks; conversion of data and computer programs other than physical conversion; conversion of data and documents from a physical medium to an electronic medium; data conversion of electronic information; online storage of files, data, photographs, graphics, documents, videos, images, audio files, audio-visual files, visual files, computer files, computer applications and information for others, electronic data storage services for personal and business use, and services for the electronic storage and organization of files, images, music, audio, video, photos, drawings, audiovisual, text, documents and data, […]; services relating to the protection of computer hardware, computer software, computer networks and computer systems against attacks from computer viruses, namely managing, analysis, consultancy, updating of software, design & development, programming of software, information services, monitoring related to computer and data security and related threats; technical consulting and research services for others in the fields of computer, data, and network security; all the aforesaid supplied as part of or in connection with television, video recording or home entertainment apparatus or service, any gaming or betting apparatus or service, any telecommunications apparatus or service, any home security and home protection apparatus or service, targeted advertising or advertising data analytics; consultancy, information and advisory services relating to all the aforesaid services; professional consultancy, information and advisory services relating to all the aforesaid services; consultancy, information and advisory services relating to all the aforesaid services provided on-line from a computer database or via a helpline or the internet.