

**O/1148/25**

**TRADE MARKS ACT 1994**

**IN THE MATTER OF  
UK REGISTRATION NO. 3341337  
IN THE NAME OF EASY AVENUES LIMITED  
IN RESPECT OF THE TRADE MARK**

**EASY AVENUES**

**IN CLASSES 35, 39, 41 AND 43**

**AND THE APPLICATION FOR REVOCATION THEREOF  
UNDER NUMBER 507673  
BY KILBURN & STRODE LLP**

## BACKGROUND AND PLEADINGS

1. Trade mark No. 3341337 for the trade mark “**EASY AVENUES**” stands registered in the UK in the name of Easy Avenues Limited (“EAL”). The application for registration was filed on 26 September 2018, and the trade mark was registered on 18 January 2019, in respect of services in classes 35, 39, 41 and 43.

2. On 15 August 2024, Kilburn & Strode LLP (“Kilburn”) filed an application seeking to revoke EAL’s trade mark on the grounds of non-use under sections 46(1)(a) and 46(1)(b) of the Act.

3. Under section 46(1)(a) of the Act, Kilburn claims non-use of all services in the five year period following the date on which the mark was registered, i.e. 19 January 2019 to 18 January 2024, with an effective date of revocation of 19 January 2024.

4. Revocation is also sought under section 46(1)(b), where Kilburn claims non-use of all services for the following period: 15 August 2019 to 14 August 2024, with an effective date of revocation of 15 August 2024.

5. On 2 September 2024, EAL filed a Form TM23 to partially surrender some of its services as registered in class 35. On 27 September 2024, Kilburn, having been notified of the partial surrender of the services at issue, responded to confirm that it did not wish to withdraw the application for revocation. EAL subsequently filed a notice of defence and counterstatement defending the use of its mark in relation to all of its remaining services during the relevant periods for which non-use is claimed.<sup>1</sup>

6. Only EAL elected to file evidence. Neither party requested a hearing; only EAL filed written submissions in lieu of a hearing, which will be referred to as and where appropriate during this decision. This decision is taken following careful consideration of the papers on file.

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<sup>1</sup> See paragraph 9 of this decision in regard to the counterstatement.

7. In these proceedings, EAL is represented by Downing IP Limited, and Kilburn, being a firm of European and UK Patent and Trade Mark Attorneys, are self-represented.

## **EVIDENCE**

8. At the same time as filing the notice of defence and counterstatement, EAL filed evidence in defence of the registration by way of a witness statement in the name of Michelle Woolcock, dated 11 November 2024. It was accompanied by nine exhibits, labelled MW1 to MW9. Ms Woolcock is a Director of EAL, a position she has held since 19 February 2010.

9. I note that in the counterstatement, EAL submitted that exhibits MW3 and MW4 contained commercially sensitive information which it requested should not be disclosed outside of these proceedings. The exhibits consisted of invoices showing the names and addresses of customers. Having carefully considered the request for confidentiality, the Tribunal responded denying the request but instead granted EAL 14 days to redact and refile the exhibits, removing the information which it deemed to be sensitive. EAL refiled the exhibits accordingly, which will be referred to in the decision to the extent I consider necessary.

10. I have read and considered all of the evidence and I will refer to the relevant parts at the appropriate points in the decision.

## **DECISION**

11. 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.

## Section 46

12. Section 46 of the Act states:

“46. (1) The registration of a trade mark may be revoked on any of the following grounds-

(a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) [...]

(d) [...]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

(3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as in referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date”.

13. Section 100 of the Act states that:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it”.

14. As EAL’s mark is a UKTM, the relevant territory in which use must be shown is the UK. As noted previously, under section 46(1)(a), the relevant period for assessing whether there has been genuine use is 19 January 2019 to 18 January 2024 (“the first relevant period”), while the relevant period under section 46(1)(b) is 15 August 2019 to 14 August 2024 (“the second relevant period”). A finding of genuine use during the second relevant period will be sufficient to avoid revocation of the mark under section 46(1)(b), and, by virtue of section 46(3), section 46(1)(a). Provided that

such use is deemed to be genuine use, this will be the case even if the evidence in relation to the earlier period is deemed insufficient.

15. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 P *Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversvereinigung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Marken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 P *Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods or services, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Leno* at [29]; *Centrotherm* at [71]; *Reber* at [29].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at

[22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no *de minimis* rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].”

### Evidence of use

16. In its notice of defence, EAL has claimed that use has been made of all of the services for which the mark remains registered following the surrender of some of the class 35 services.<sup>2</sup> I must consider whether, or the extent to which, the evidence shows genuine use of the mark in relation to those services (“the services at issue”), being:

#### Class 35

*Organising and arranging business events; business management; business administration; office functions.*

#### Class 39

*Travel services; travel information; travel consultancy; travel arrangement.*

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<sup>2</sup> As indicated at box 7 of the Form TM8(N).

## Class 41

*Arranging of conferences, exhibitions and events.*

## Class 43

*Accommodation services; provision of hotel accommodation; advisory services relating to catering, booking of catering services, organising and arranging hospitality services (food and drink).*

17. However, I note that in the counterstatement, the term “*provision of hotel accommodation*” under class 43 has been limited to use in relation to the “arranging of accommodation”:

### 8. Counterstatement

The Proprietor objects to the cancellation application because they have conducted a business using their trade mark for many years and continue to do so today. The Proprietor has amassed goodwill under this mark and wishes to retain the protection a registered trade mark affords.

#### **Use of the Mark**

The mark has been used in relation to: organising and arranging business events, business management, business administration, office functions, travel services, travel information, travel consultancy, travel arrangement, arranging of conferences, exhibitions and events, accommodation services, **provision of hotel accommodation (namely, arranging of accommodation)**, advisory services related to catering, booking of catering services, organising and arranging hospitality services (food and drink).

(My emphasis)

18. Where the term “namely”, has been used in the list of services, the scope of protection is restricted to those named services only, rather than encompassing all services indicated by the preceding wider term. I further note that at point 30 of the written submissions in lieu of a hearing, dated 20 March 2025, EAL proposes an alternative fall-back position, should it be appropriate, of the terms “*Accommodation services*” and “*provision of hotel accommodation*” to “*accommodation services namely arranging temporary accommodation for others*” and “*provision of hotel accommodation, namely reservation services*”, respectively. I will bear this in mind when considering the evidence before me.

19. From the witness statement (“WS”) of Michelle Woolcock and the accompanying exhibits, I note the following:

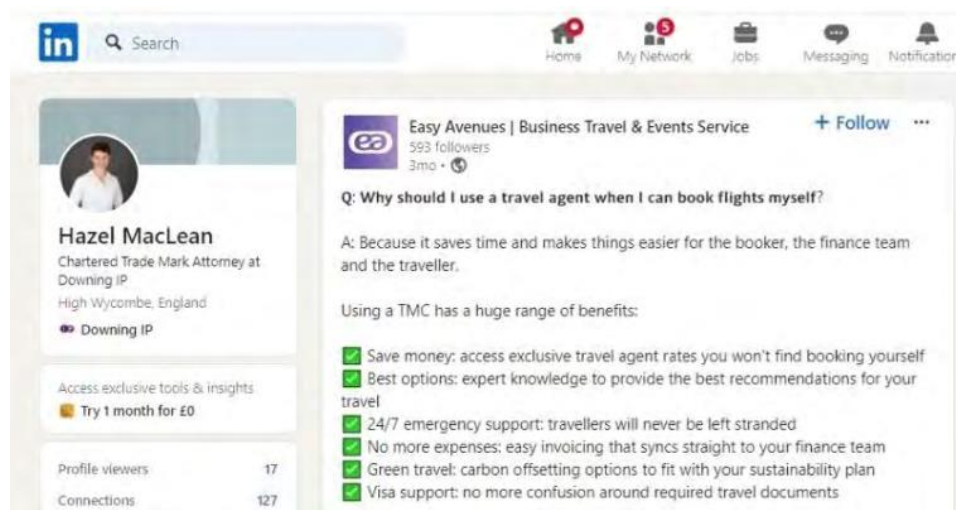
- There are two additional companies which form part of the Easy Avenues business who use the “EASY AVENUES” trade mark with the consent of EAL, being Easy Avenues Events Ltd (“EAE”) (formerly “Sparkle & Swagger Ltd” until 28 November 2016), and Easy Avenues Group Ltd (“EAG”). Exhibit MW1 comprises excerpts from the certificates of incorporation of these three companies.
- Due to the COVID-19 pandemic, EAE was laid dormant from 2020 until 2024, when it began trading again.
- At point 10 of the WS, a table showing the turnover of the companies has been provided, reproduced below. These figures are corroborated in exhibit MW2 which consists of the annual financial statements from 2019 to 2023:

	<b>EAL</b>	<b>EAE</b>	<b>EAG</b>
<b>2019</b>	£2,966,161	£1,439,729	NA
<b>2020</b>	£1,155,617	£0	NA
<b>2021</b>	£2,457,221	£0	NA
<b>2022</b>	£9,940,928	£0	NA
<b>2023</b>	£7,540,936	£0	NA

- Exhibits MW3 and MW4 contain a selection of invoices from 2019-2024 for the provision of a variety of services arranged by EAL, including transportation, accommodation and event planning. A fee is charged for the arrangement of such services and exhibit MW5 lists the service fees payable for booking both online and through the Easy Avenues dedicated travel team.
- A further table showing the annual turnover by EAL and EAE for each service is provided at point 16 of the WS, reproduced below:

TABLE 1						
	2019	2020	2021	2022	2023	2024 (to August)
Travel services; Travel arrangement; Travel information	£2,055,320	£679,286	£1,705,687	£6,204,919	£4,862,314	£3,524,090
Travel consultancy	£74,300	£73,210	£42,000	£63,743	£70,469	£32,928
Arranging of conferences, exhibitions and events; Organising and arranging business events; Office functions; Advisory services relating to catering, booking of catering services, organising and arranging hospitality services (food and drink)	£1,439,729	£292,743	£121,587	£1,093,624	£773,559	£323,836
Accommodation services; Provision of hotel accommodation	£989,894	£248,211	£720,745	£2,642,385	£1,905,063	£1,724,972

- Exhibit MW6 is described in the WS as including two brochures first distributed in 2023, and the March 2024 newsletter, which all use the “EASY AVENUES” trade mark. The brochures are sent via email to clients and perspective clients.
- There is no specific marketing team, with the website and social media posts and updates being outsourced to a third party. Easy Avenues are said to have 593 followers on LinkedIn, posts for which are shown in exhibit MW7, for example:



- In 2023, EAL attended a trade show in Manchester, where there was an Easy Avenues stall which handed out leaflets and promotional items such as pens (Exhibit MW7):

**Easy Avenues | Business Travel & Events Service** + Follow ...  
587 followers  
10mo

We had a great time at The PA HUB Showcase Manchester event last night at INNSiDE by Meliã. It was a pleasure to meet with contacts, new and old, in the EA, PA & VA world.

Many thanks as ever to Jon & Marion at [The PA Hub Limited](#) and also to great hosts INNSiDE Manchester.

If you missed us but would like to find out more, send us a quick message here <https://lnkd.in/eNADAHHg>

#corporatetravel #PAhub #businesstravel #travelshow

- Exhibit MW7 also includes an article dated 4 April 2023 which announces the partnership between Easy Avenues (described as “a Chelmsford based travel management company”) and Focus Travel Partnership, (described as “the UK’s leading business travel consortium”):

# Focus Travel Partnership welcomes Easy Avenues as TMC partner

by Joanne Emerson | Apr 4, 2023 | News | 0 comments

Focus Travel Partnership, the UK's leading business travel consortium, is proud to announce its partnership with Easy Avenues, a Chelmsford based travel management company.

**Focus Travel Partnership**, representing 52 independent travel management companies across the UK, are state-of-the-art business travel industry leaders: bringing together a broad range of expertise and innovative technology platforms, providing a competitive edge, and unrivalled access to buying power and forward-thinking travel management services.

As members of the Focus Travel Partnership network, **Easy Avenues** will offer its clients a wider range of services, including unsurpassed access to travel industry suppliers, central support, preferential rates and fares, and the latest cutting-edge travel technology solutions.

- At point 30 of the WS, a table has been provided detailing the industry awards received between 2017 and 2022, with examples of the same shown in Exhibit MW9, although I note that some of these awards were received prior to the start of the first relevant period.

## Form of the mark

20. Section 46(2) of the Act states that:

“... use of a trade mark includes use in a form (“the variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it is registered...”

21. The mark is registered for the word mark “**EASY AVENUES**”. I note that the registration of a word mark gives protection irrespective of capitalisation: see *Bentley Motors Limited v Bentley 1962 Limited*, BL O/158/17.

22. As outlined in *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12,<sup>3</sup> the use of the mark encompasses both its independent use and its use as part of another mark taken as a whole or in conjunction with that other mark.

23. Further, it is not always the case that the stylisation used alters the distinctive character of a word mark. In *Dreamersclub Ltd v KTS Group Ltd*, BL O/091/19, Professor Phillip Johnson, sitting as the Appointed Person, found that the use of the mark shown below qualified as use of the registered word-only mark DREAMS.

*dreams*

This was because the stylisation of the word did not alter the distinctive character of the word mark. Rather, it constituted an expression of the registered word mark in normal and fair use.

24. The mark is referred to within the text of the various exhibits as EASY AVENUES/Easy Avenues. I note that on the earlier invoices included within exhibits MW3 and MW4, which are dated between 25 January 2019 and 31 January 2020, the mark appears in the following format:

Example 1



In the invoices dated from 31 August 2020 onwards, it is shown in the following formats:

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<sup>3</sup> At [31 – 35].

### Example 2



It is similarly shown throughout exhibits MW5 to MW9 in various colour combinations, for example:

### Example 3



25. I consider that use of the mark in conjunction with the additional device element and in various colour combinations, as shown above in examples 2 and 3, makes no material difference to the distinctiveness of the mark as registered. I consider that the words “easy avenues” within the composite marks play an independent, dominant role which continues to indicate origin and may be relied upon by the opponent.

26. I consider the same to be true of the mark as shown above under example 1, which consists of the stylised words “Easy Avenues” on a non-distinctive pink circular background. Although the stylisation of the words, which includes an arrow device emanating from the letter “y” of “Easy”, would not go unnoticed, it makes a lesser contribution within the mark as a whole, for which the distinctive character lies in the words themselves.

## Assessment on genuine use

27. Whether the use shown is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the services at issue in the UK during the relevant five-year periods. In making my assessment, I must consider all relevant factors, including:

- the scale and frequency of the use shown;
- the nature of the use shown;
- the services for which use has been shown;
- the nature of those services and the market(s) for them; and
- the geographical extent of the use shown.

28. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use, even if individual items of evidence would on their own be insufficient proof: see *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, Case T- 415/09, paragraph 53. However, where there is no use of the mark in respect of the services as registered, it follows there has been no genuine use of the mark: *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL 0/404/13.<sup>4</sup>

29. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled “to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive”: (see *PLYMOUTH LIFE CENTRE*, BL O/236/13, paragraph 22). However, I remind myself that I must evaluate all the evidence submitted in an overall assessment, and that although pieces of evidence may be insufficient by themselves, they may contribute to proving use in combination.

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<sup>4</sup> At [22].

30. Point 17 of the WS clarifies that the figures given in Table 1, as reproduced earlier in this decision under paragraph 19, include the costs for the services provided by third parties (such as flights and accommodation), as well as EAL's service fees or charges for making the arrangements/bookings. As the actual providers of those services would need to be reimbursed by EAL, I do not consider the figures to accurately reflect the turnover enjoyed by EAL per se, which would come from the booking fees charged, as indicated in exhibit MW5. Even knowing the scale of the booking fees charged, it is not easy to ascertain from the table how much of the overall turnover pertains to the services actually provided by EAL rather than the third parties on behalf of whom they act as a broker. I acknowledge the number of invoices issued each year by EAL from 2019 to 2024, which range between 319 to 4,685, and which assists in gauging the extent of transactions handled overall. The financial statements provided under exhibit MW2 provide a more accurate picture. These show that EAL's annual gross profits from 2019 to 2023 ranged between £193,860 at its lowest (2020) and £1,626,157 at its highest (2022), while the operating profits before tax ranged from £89,830 (2021) to £690,505 (2022), although I note that there was an operating loss of £115,654 in 2020.

31. I note that the financial statements also include marketing spend by EAL for each year with the exception of 2020, ranging from £1,875 in 2019 to £29,576 in 2023. Although I have no evidence relating to the size of the corresponding (corporate) travel agency services market or the percentage market share enjoyed by EAL for the services for which use has been claimed in classes 35, 39, 41 and 43, I would expect it to be substantial, although not as large as the corresponding non-corporate market would be.

32. I acknowledge that, as per the principles outlined under paragraph 15 of this decision, use of the mark must be more than token, although that use need not always be quantitatively significant for it to be deemed genuine.<sup>5</sup> I also bear in mind that it is not for this Tribunal to assess economic success or large-scale commercial use, and that there is no *de minimis* rule - even minimal use may qualify as genuine use if it is

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<sup>5</sup> *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72] and [76]-[77]; *Leno* at [55].

use warranted, in the economic sector concerned, to maintain or create market shares for the relevant goods.<sup>6</sup>

33. In *Property Renaissance Ltd (t/a Titanic Spa) v Stanley Dock Hotel Ltd (t/a Titanic Hotel Liverpool) & Ors* [2016] EWHC 3103 (Ch), the late Mr Justice Carr pointed out that it is not the task of the court to describe the use made by the trade mark proprietor in the narrowest possible terms unless that is what the average consumer would do.<sup>7</sup>

34. Having considered the overall picture presented by the evidence, I find nothing to show use of the mark in relation to the following broad terms for which use is claimed:

*“Business management; business administration; office functions”* in class 35;

*“Travel services”* in class 39:

*“Arranging of conferences, exhibitions and events”* in class 41; and

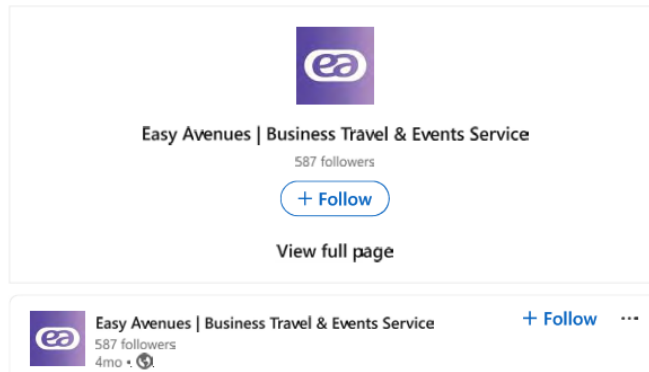
*“Advisory services relating to catering, booking of catering services, organising and arranging hospitality services (food and drink)”* in class 43.

35. I consider that the average consumer could reasonably expect the likes of *“Travel services”* at large to include the provision of the transportation itself, rather than the service provider only making the booking/arranging travel for the client on behalf of a third party. I also note that at point 5 of the witness statement, Ms Woolcock clarifies that EAL’s main focus is on business travel services, with EAE concentrating on the events business. The provision of the services to the corporate client is illustrated throughout the evidence, including as exemplified in the article concerning the partnership between EAL and FOCUS Travel Partnership (exhibit MW7), where it states that Easy Avenues “make business travel exceptionally easy and corporate events breathtakingly memorable”. In the brochures provided in exhibit MW6 it also clarifies that the services are directed towards businesses, while in the LinkedIn posts, it refers to Easy Avenues as a “Business Travel & Events Service:

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<sup>6</sup> *Naazneen Investments Ltd v OHIM*, Case T-250/13 at [49].

<sup>7</sup> At [47].



36. As far as “*Arranging of conferences, exhibitions and events*” in class 41 is concerned, it is clear to me that EAL acts as the middle man and does not actively arrange conferences, exhibitions or events for others. Further, the services provided by either EAL or EAE are focussed on corporate clients, and are not directed towards the general public. As such, I consider that any use of the mark to this extent has only been shown in relation to “*Organising and arranging business events*” in class 35. In this regard, I note that turnover figures for EAE only relate to 2019, and that the invoices relating to the arranging of such events during the relevant periods are also only provided for 2019. Further invoices for 2024 have been included, however, these post-date the relevant periods. That being said, I acknowledge that, in some circumstances, evidence can “cast light backwards” if the evidence provided to support genuine use which falls after the relevant period accurately reflects the position during that period.<sup>8</sup>

37. While there are some gaps in the evidence, it does show use of the mark by way of the invoices, on social media, and in the brochures and newsletter as shown in exhibit MW6. The evidence indicates that the mark is used by EAL in relation to a combination of travel agency related booking services, such as for the arrangement of various modes of travel/transportation, including car hire and car parking, temporary accommodation, and, to a lesser extent, by EAE in relation to the arrangement of corporate events. Aside from the operating loss in 2020, which is not entirely surprising considering the type of services being provided by EAL and the disruption caused by the COVID-19 pandemic in that year<sup>9</sup>, I consider the evidence

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<sup>8</sup> *Red Bull GmbH v Sun Mark Limited and Sea Air & Land Forwarding Limited* [2012] EWHC 1929 (Ch).  
<sup>9</sup> See point 8 of the WS.

sufficient to demonstrate commercial exploitation of the “EASY AVENUES” mark in relation to at least some of the services at issue, in the relevant territory during the relevant period.

#### Framing a fair specification

38. In *Merck KGaA v Merck Sharp & Dohme Corp & Ors.* [2017] EWCA Civ 1834, the Court of Appeal set out the proper approach to partial revocation, as follows:

“245. First, it is necessary to identify the goods or services in relation to which the mark has been used during the relevant period.

246. Secondly, the goods or services for which the mark is registered must be considered. If the mark is registered for a category of goods or services which is sufficiently broad that it is possible to identify within it a number of subcategories capable of being viewed independently, use of the mark in relation to one or more of the subcategories will not constitute use of the mark in relation to all of the other subcategories.

247. Thirdly, it is not possible for a proprietor to use the mark in relation to all possible variations of a product or service. So care must be taken to ensure this exercise does not result in the proprietor being stripped of protection for goods or services which, though not the same as those for which use has been proved, are not in essence different from them and cannot be distinguished from them other than in an arbitrary way.

248. Fourthly, these issues are to be considered having regard to the perception of the average consumer and the purpose and intended use of the products or services in issue. Ultimately it is the task of the tribunal to arrive at a fair specification of goods or services having regard to the use which has been made of the mark.”

39. EAL has claimed use of the mark on a range of services in various classes, as mentioned in paragraphs 16 to 18 of this decision. As already mentioned, it seems

clear that EAL provide a booking service to its corporate clientele and do not actually provide all of the services that the average consumer would expect to be encompassed under the wider terms for which use is claimed. I have considered the overall picture presented by the evidence provided by EAL, and I find it to be insufficient to demonstrate real commercial exploitation of the “EASY AVENUES” mark in relation to the services listed below, with the application for revocation under 46(1)(a) and 46(1)(b) succeeding to that extent:

Class 35

*Business management; business administration; office functions.*

Class 41

*Arranging of conferences, exhibitions and events.*

Class 43

*Advisory services relating to catering, booking of catering services, organising and arranging hospitality services (food and drink).*

40. I have taken into consideration the proposed amendments put forward by EAL, coupled with the evidence which shows that the services are directed towards a corporate user only. Consequently, bearing in mind the guidance given in *Merck*, I consider that a fair specification of EAL’s services for which sufficient evidence of use has been provided to be as follows:

Class 35

*Organising and arranging business events.*

Class 39

***Business travel booking services; Travel information; travel consultancy; travel arrangement; all the aforesaid being provided in the field of business travel.***

### Class 43

*Accommodation services, **namely arranging temporary accommodation for business users**; provision of hotel accommodation, **namely reservation services for business users**.*

### **CONCLUSION**

Subject to any successful appeal:

41. The application for revocation of UK3341337, brought under section 46(1)(a) and 46(1)(b), succeeds in classes 35, 41 and 43 for the services listed above under paragraph 39 of this decision. Therefore, EAL's registration is revoked for those services only with effect from the earliest date requested, being 19 January 2024.

42. The application for revocation fails for the remaining services in classes 35, 39 and 43, as outlined above under paragraph 40 of this decision. The trade mark remains registered for these services only, subject to the limitations which are shown in bold.

### **COSTS**

43. In these proceedings, both parties have enjoyed a share of success. Considering the balance of success is roughly equal, adopting a "rough and ready" approach to the matter, I have concluded that both parties should bear their own costs.

**Dated this 10<sup>th</sup> day of December 2025**

**Suzanne Hitchings**  
**For the Registrar,**  
**the Comptroller-General**