



LE REGISTRAIRE DES MARQUES DE COMMERCE
THE REGISTRAR OF TRADE-MARKS

Citation: 2015 TMOB 46
Date of Decision: 2015-03-17

**IN THE MATTER OF AN OPPOSITION by
FGL Sports Ltd. to application No. 1,451,996
for the trade-mark SOCCER EXPERTS in
the name of Soccer Experts Inc.**

[1] FGL Sports Ltd. (the Opponent) opposes registration of the trade-mark SOCCER EXPERTS (the Mark), which is the subject of application No. 1,451,996.

[2] The application was filed by Soccer Experts Inc. (the Applicant) on September 16, 2009 and originally claimed use of the Mark since at least as early as October 30, 1998 in association with: “The operation of retail stores selling sporting equipment, clothing and sports accessories, soccer equipment; sponsorship of soccer teams” (hereinafter collectively referred to as the Services) as well as various sporting goods. The application was later on voluntarily amended by the Applicant to delete all associated goods and to restrict the application solely to the Services.

[3] The Opponent alleges that the Mark is not registrable under section 12(1)(d) of the *Trade-marks Act*, RSC 1985, c T-13 (the Act), that the Mark is not distinctive under section 2 of the Act, and that the Applicant is not the person entitled to registration of the Mark under section 16(1)(a) of the Act because the Mark is confusing with, among others, the Opponent’s registered trade-mark SPORTS EXPERTS that has been previously used in Canada by the Opponent for over 40 years in association with, among others, retail services in the sporting goods field. The particulars of this registration as well as of the other registrations relied upon by the Opponent in support of its opposition (sometimes hereinafter collectively referred to as the Opponent’s family of EXPERTS trade-marks) are attached hereto as Schedule A. The Opponent

further alleges that the application for the Mark does not comply with the requirements of section 30 of the Act for a number of reasons, one of which being that the Applicant had not used the Mark in association with the Services since the claimed date of first use.

[4] For the reasons explained below, the application is refused.

The Record

[5] The statement of opposition was filed by the predecessor-in-title of the Opponent, namely The Forzani Group Ltd., on December 23, 2011. Following an amalgamation on January 1st, 2012, The Forzani Group Ltd. became FGL AcquisitionCo Limited, which in turn changed its name to that of the Opponent on the same day. Each of these changes was recorded by the Registrar on March 14, 2012. Unless indicated otherwise, I will refer to all three entities indistinctly under the term “Opponent”.

[6] Each of the pleaded grounds was denied by the Applicant by counter statement.

[7] As its evidence, the Opponent filed the affidavit of its Vice-President, Jean-Stéphane Tremblay, sworn July 4, 2012, as well as certified copies for each of the registrations listed in Schedule A and the following pending trade-mark applications: VÉLO EXPERTS (appl’n No. 1,332,531), SKI EXPERTS (appl’n No. 1,332,530), and TENNIS EXPERTS (appl’n No. 1,520,292). The Tremblay affidavit provides general information on the Opponent’s business and evidence of use of its SPORTS EXPERTS trade-mark and related trade-marks in Canada.

[8] In support of its application, the Applicant filed the affidavits of its president, Farès Abi-Saleh, sworn February 6, 2013, and Nancy Bombardier, a researcher with a corporate and trade-mark searching company retained by the agents for the Applicant, sworn February 8, 2013. The Abi-Saleh affidavit provides general information on the Applicant’s business and evidence of use of the Mark in Canada. The Bombardier affidavit purports to introduce state of the register evidence for trade-marks that include the word EXPERTS in Canada. Mr. Abi-Saleh and Ms. Bombardier were both cross-examined on their affidavits and the transcripts of their cross-examination are of record.

[9] Only the Opponent filed a written argument. Both parties were represented at a hearing.

The parties' respective burden or onus

[10] The Opponent has the initial evidentiary burden to establish the facts alleged to support each ground of opposition. Once that burden is met, the legal burden or onus that the Mark is registrable remains on the Applicant, on a balance of probabilities [see *John Labatt Ltd v Molson Companies Ltd* (1990), 30 CPR (3d) 293 (FCTD); and *Dion Neckwear Ltd v Christian Dior, SA et al* (2002), 20 CPR (4th) 155 (FCA)].

Analysis of the grounds of opposition

Grounds of opposition revolving around non-compliance of the application with the requirements of section 30 of the Act

[11] The Opponent has pleaded that the application for the Mark does not comply with the requirements of sections 30(a), (b), and (i) of the Act. I will assess the section 30(b) ground first.

Section 30(b) ground of opposition

[12] The Opponent has pleaded that the application contravenes section 30(b) of the Act because the Applicant had not used the Mark in Canada in association with each of the Services within the meaning of section 4 of the Act since the claimed date, namely October 30, 1998.

[13] The relevant date for considering the circumstances in regard to this ground of opposition is the filing date of the application [see *Georgia-Pacific Corp v Scott Paper Ltd* (1984), 3 CPR (3d) 469 (TMOB)]. In this regard, section 30(b) of the Act requires that there be continuous use of the Mark since the date claimed [see *Labatt Brewing Co v Benson & Hedges (Canada) Ltd* (1996), 67 CPR (3d) 258 (FCTD)]. To the extent that the relevant facts pertaining to a ground of opposition based on section 30(b) of the Act are more readily available to the Applicant, the evidentiary burden on the Opponent with respect to this ground is less onerous [see *Tune Master v Mr P's Mastertune Ignition Services Ltd* (1986), 10 CPR (3d) 84 (TMOB)]. Furthermore, the Opponent may meet its burden by reference to the Applicant's evidence, provided that the

Applicant's evidence is clearly inconsistent with the claims set forth in its applications [see *Labatt Brewing Co v Molson Breweries, A Partnership* (1996), 68 CPR (3d) 216 (FCTD)].

[14] In the present case, the Opponent relies on the Abi-Saleh affidavit to show that the Applicant has not used the Mark as applied for in Canada since the claimed date of first use. The Opponent submits that by the Applicant's own admission, it did not use the Mark in the form it has been applied for, i.e. as a word mark, from the date claimed. Instead, the Applicant's evidence is that when it began retail operations in 1998, it used the composite mark shown below on its store signage, which consists of distinctive and prominent design matter featuring a figure of a soccer player integrated with the word elements "SOCCER EXPERTS INC." with the letter "O" of the word "SOCCER" replaced by a soccer ball design, which is connected graphically to the kicking motion of the depicted player (hereinafter referred to as the SOCCER EXPERTS logo mark):



[Abi-Saleh affidavit at Exhibit 7]

[15] The Opponent submits that the Applicant did not begin using the words "SOCCER EXPERTS" on their own on store signage until 2002 [see Abi-Saleh cross-examination at Qq. 557-559]. Nor is there any evidence that the Mark as applied for was used on sales invoices at that time. The earliest invoice the Applicant was able to put into evidence to show retail sales of sporting goods is from May 2001 and again shows use of the SOCCER EXPERTS logo mark [see Abi-Saleh cross-examination at Qq. 172-173]. The Opponent further submits that the earliest examples of advertising of the Applicant's retail services, which date from the year 2000, again show use of that logo mark as opposed to just the word mark "SOCCER EXPERTS" [see Abi-Saleh affidavit at para 18; Exhibit 7].

[16] The Opponent submits that these differences between the SOCCER EXPERTS logo mark and the Mark as applied for cannot be considered minor. It submits that the design elements, namely the large figure of a soccer player and the replacement of the letter "O" in the word

“SOCCER” with a soccer ball design are very prominent. It submits that the dominant visual element of the mark as a whole is the kicking motion of the depicted player, striking the ball with his foot, as he launches himself horizontally to make the shot. The additional word matter “INC.” serves to further differentiate the two. Moreover, the Opponent submits that the words “SOCCER EXPERTS” would likely be perceived by consumers as forming an integral part of the overall design of the SOCCER EXPERTS logo mark and therefore as an element of the whole rather than as a separate trade-mark.

[17] Even if it were accepted that these amounted to minor deviations, the Opponent submits that there is no evidence that the Applicant operated its retail store as of the date of first use claimed in association with the Mark, absent the word “INC.” and the soccer player and soccer ball design elements. I disagree with the Opponent’s approach.

[18] For the purposes of section 30(b) of the Act, a trade-mark will be considered as being used if the trade-mark actually used is not substantially different from the one that has been applied for, or in other words, where the variations of the mark as applied for are “so minor as not to mislead a purchaser” [see *Coastal Culture Inc v Wood Wheeler Inc* (2007), 57 CPR (4th) 261 (FC) at para 54]. The use of a trade-mark in combination with additional words or features constitutes use of the applied for trade-mark if the public, as a matter of first impression, would perceive the trade-mark *per se* as being used. This is a question of fact which is dependent on whether the trade-mark stands out from the additional material and whether the trade-mark remains recognizable [see *Nightingale Interloc Ltd. v Prodesign Ltd* (1984), 2 CPR (3d) 535 (TMOB) at 538; and *Promafil Canada Ltee v Munsingwear Inc* (1992), 44 CPR (3d) 59 (FCA)].

[19] Generally speaking, a word mark offers its holder the largest possible protection and allows it some flexibility in how it uses the mark, provided it retains its identity [see *Registrar of Trade-marks v Compagnie Internationale pour l’informatique CII Honeywell Bull* (1985), 4 CPR (3d) 523 (FCA); and *Nightingale, supra*]. As stated in *Stikeman Elliott v Wm Wrigley Jr Co* (2001), 14 CPR (4th) 393 (TMOB) at 395:

[...] in the case of a word mark, use of the trade-mark word or words in any stylized form and in any colour can be considered as use of the registered mark.

[20] In the present case, the words “SOCCER EXPERTS” are featured prominently and in different font and size from the words “Boutique” and “INC.” In view of the dominance of the words “SOCCER EXPERTS”, the descriptive character of the words “Boutique” and “INC.” and the probability that the SOCCER EXPERTS logo mark would be orally identified by the words “SOCCER EXPERTS”, I consider that use of the logo mark constitutes use of the word mark SOCCER EXPERTS. The additional soccer player and soccer ball design elements do not affect the identity of the Mark *per se* in that the words SOCCER EXPERTS remain recognizable and stand out from the logo mark as a whole. Again, nothing prevents the use of a trade-mark in combination with additional words or features if the public, as a matter of first impression, would perceive the trade-mark *per se* as being used.

[21] In view of the foregoing, I find that the Opponent has failed to satisfy its evidentiary burden with respect to this ground of opposition.

[22] Accordingly, the section 30(b) ground of opposition is dismissed.

Section 30(a) ground of opposition

[23] The Opponent has pleaded that the application contravenes section 30(a) of the Act because the services described in the application as “sponsorship of soccer teams” are not defined in ordinary commercial terms nor indicated as acceptable in CIPO’s *Wares and Services Manual* (the Manual) and therefore do not permit a clear understanding as to the real nature of those services.

[24] Generally, the material date for considering a ground of opposition based on section 30(a) of the Act is the date the application was filed.

[25] It is not because a word or phrase is not found in the Manual that this must necessarily lead to a finding that such word or phrase is not defined in ordinary commercial terms. The Manual contains a representative list of acceptable goods and services under section 30(a) of the Act. This list is not exhaustive. I further note that the Opponent has not made any representations either in its written argument or at the hearing with respect to the services not being indicated as acceptable in the Manual.

[26] The Opponent relies on the testimony of the Applicant's witness, Mr. Abi-Saleh. The Opponent takes the view that the Applicant's "sponsorship" activities are not "sponsorship" in the conventional sense meaning a philanthropic donation of money or goods since the Applicant's sponsorship activities would merely consist of sometimes providing a discount on merchandise sold at a profit. I disagree.

[27] As stressed by the Applicant at the hearing, the dictionary definition of "sponsor" relied upon by the Opponent itself does not limit the means by which the sponsorship activity can be made. "Sponsor" is defined in the Oxford online dictionary as: "a person or organization that pays for or contributes to the costs involved in staging a sporting or artistic event in return for advertising". This is exactly what the Applicant does.

[28] Mr. Abi-Saleh asserts in paragraph 24 of his affidavit that the Applicant has sponsored various soccer tournaments, leagues and teams over the years. In support of this claim, various printed advertisements and photographs are attached under Exhibit 12. Upon review of this exhibit, I note that the Mark is featured prominently in printed advertisements of various soccer tournaments alongside the names and logos of others sponsors. It is further displayed on uniforms of soccer teams sponsored by the Applicant. Mr. Abi-Saleh explains in his cross-examination that the Applicant provides a discount on the soccer uniforms it sells in return for the Mark to be displayed on these uniforms [see Abi-Saleh cross-examination at Q. 294].

[29] In view of the foregoing, I find that the Opponent has failed to satisfy its evidentiary burden with respect to this ground of opposition.

[30] Accordingly, the section 30(a) ground of opposition is dismissed.

Section 30(i) ground of opposition

[31] The Opponent has pleaded that the application contravenes section 30(i) of the Act because at the date of filing of the application and its alleged date of first use the Applicant was aware of the Opponent's rights in and to its family of EXPERTS trade-marks previously used and registered in Canada in association with services of the same or similar nature as the Services.

[32] More particularly, the Opponent has pleaded that given that the Applicant and the Opponent are competitors in the retail sporting goods industry and are generally familiar with each other's services and advertising, the application is an attempt to take advantage of the extensive reputation developed by the Opponent in its family of EXPERTS trade-marks and confuse consumers into the mistaken belief that the Applicant's Services relate to, are associated, or are endorsed by the Opponent. As such, the statement of entitlement under section 30(i) was not and is not properly made.

[33] Where an applicant has provided the statement required by section 30(i), a section 30(i) ground should only succeed in exceptional circumstances such as where there is evidence of bad faith on the part of the applicant [see *Sapodilla Co Ltd v Bristol-Myers Co* (1974), 15 CPR (2d) 152 (TMOB)]. There is no such evidence in the present case.

[34] The mere fact that the Applicant was aware of the existence of the Opponents' trade-marks at the time of filing the application, as revealed during the cross-examination of Mr. Abi-Saleh, does not preclude it from making the statement required by section 30(i) of the Act on the basis, among others, that it did not consider the Mark to be confusing with any of the Opponents' trade-marks.

[35] In view of the foregoing, I find that the Opponent has failed to satisfy its evidentiary burden with respect to this ground of opposition.

[36] Accordingly, the section 30(i) ground of opposition is dismissed.

Grounds of opposition revolving around the likelihood of confusion

[37] As indicated above, the Opponent has pleaded that the Mark is not registrable under section 12(1)(d) of the Act, that the Mark is not distinctive under section 2 of the Act, and that the Applicant is not the person entitled to registration of the Mark under section 16(1)(a) of the Act in view of confusion with, among others, the Opponent's registered trade-mark SPORTS EXPERTS. I will assess the section 12(1)(d) ground first.

The non-registrability ground of opposition

[38] The Opponent has pleaded that the Mark is not registrable having regard to the provisions of section 12(1)(d) of the Act in that it is confusing with the Opponent's registered trade-mark SPORTS EXPERTS as well as with its other registered trade-marks referred to above.

[39] I have exercised the Registrar's discretion to confirm that these registrations are in good standing as of today's date, which is the material date for assessing a section 12(1)(d) ground of opposition [see *Park Avenue Furniture Corp v Wickers/Simmons Bedding Ltd* (1991), 37 CPR (3d) 413 (FCA)].

[40] As the Opponent's evidentiary burden has been satisfied, the Applicant must therefore establish, on a balance of probabilities, that there is not a reasonable likelihood of confusion between the Mark and these registered trade-marks of the Opponent.

[41] Unless indicated otherwise, I will focus my analysis on the Opponent's registration No. TMA206,403 for the word mark SPORTS EXPERTS. This registration represents the Opponent's strongest case. If the Opponent is not successful with this mark, it would not achieve a more favourable result with the other marks. I wish to add in this regard that use of the design mark covered by registration No. TMA449,394 amounts to use of the word mark SPORTS EXPERTS, which constitutes the dominant element of the mark.

The test for confusion

[42] Section 6(2) of the Act provides that:

The use of a trade-mark causes confusion with another trade-mark if the use of both trade-marks in the same area would be likely to lead to the inference that the goods or services associated with those trade-marks are manufactured, sold, leased, hired or performed by the same person, whether or not the goods or services are of the same general class.

[43] Thus, this section does not concern the confusion of the trade-marks themselves, but confusion of goods or services from one source as being from another source.

[44] The test for confusion is one of first impression and imperfect recollection. As noted by Mr. Justice Denault in *Pernod Ricard v Molson Breweries* (1992), 44 CPR (3d) 359 (FCTD) at 369:

The trade marks should be examined from the point of view of the average consumer having a general and not a precise recollection of the earlier mark. Consequently, the marks should not be dissected or subjected to a microscopic analysis with a view to assessing their similarities and differences. Rather, they should be looked at in their totality and assessed for their effect on the average consumer as a whole.

[45] In applying the test for confusion, the Registrar must have regard to all the surrounding circumstances, including those listed at section 6(5) of the Act, namely: (a) the inherent distinctiveness of the trade-marks and the extent to which they have become known; (b) the length of time the trade-marks have been in use; (c) the nature of the goods, services or business; (d) the nature of the trade; and (e) the degree of resemblance between the trade-marks in appearance or sound or in the ideas suggested by them. This list is not exhaustive and all relevant factors are to be considered. Further, all factors are not necessarily attributed equal weight as the weight to be given to each depends on the circumstances [see *Mattel, Inc v 3894207 Canada Inc* (2006), 49 CPR (4th) 321 (SCC); *Veuve Clicquot Ponsardin v Boutiques Clicquot Ltée* (2006), 49 CPR (4th) 401 (SCC); and *Masterpiece Inc v Alavida Lifestyles Inc* (2011), 92 CPR (4th) 361 (SCC) for a thorough discussion of the general principles that govern the test for confusion].

Consideration of the section 6(5) factors

The inherent distinctiveness of the trade-marks and the extent to which they have become known

[46] The trade-marks at issue are both inherently weak marks given their descriptive or highly suggestive connotation in the context of their associated goods or services.

[47] The fact that there are other EXPERTS trade-marks standing on the register of trade-marks does not come into play when assessing the inherent distinctiveness of the parties' marks *per se*. However, state of the register evidence does constitute a relevant surrounding circumstance to be considered as an additional circumstance under the test for confusion. I will return to that point later.

[48] The strength of a trade-mark may be increased by making it known through promotion or use. In the present case, there is evidence that both of the parties' trade-marks have been used and become known in Canada, although to a very much less extent for the Mark, as per my review below of the salient points of the Tremblay and Abi-Saleh affidavits respectively.

The Tremblay affidavit

[49] Mr. Tremblay essentially attests to the following:

- the Opponent is the largest retailer of sporting goods in Canada, offering its customers a comprehensive assortment of sporting goods such as apparel, footwear, equipment and accessories for use in a variety of sports and recreational activities including soccer, hockey, and golf. The Opponent's retail operations are carried out across Canada through more than 500 retail sports stores operating under several banners, including SPORTS EXPERTS, HOCKEY EXPERTS, GOLF EXPERTS, SPORT CHEK, SPORT MART, ATMOSPHERE, ATHLETES WORLD, etc. [Tremblay affidavit at para 3; Exhibit A];
- the Opponent's SPORTS EXPERTS chain of retail sporting goods stores began in 1967 through the Opponent's predecessor-in-title Sports Experts Inc. Founded by eight businessmen who were individual owners of independent, local sports retail stores in the Montreal area, the SPORTS EXPERTS chain of sporting goods stores was the first large-scale sporting goods retail chain in Canada [Tremblay affidavit at paras 4-5];
- from the beginning, the retail operations carried out under the SPORTS EXPERTS banner were supported by integrated advertising and marketing centred on the special pricing for different types of sporting goods which SPORTS EXPERTS offered its customers, because its products were purchased from wholesalers in significant volumes. This advertising took the form of flyers distributed in local and major newspapers in Quebec, which were instrumental to the success of the SPORTS EXPERTS business and its innovative business model for selling sporting goods in Canada [Tremblay affidavit at para 6];
- since opening the first SPORTS EXPERTS retail store in 1967, the SPORTS EXPERTS

banner has grown into the largest sporting goods retailer in Quebec and also now operates retail stores across Canada. As of today, 69 SPORTS EXPERTS stores operate in Alberta, British Columbia, New Brunswick, Ontario and Quebec [Tremblay affidavit at paras 7-8; Exhibit B];

- the Opponent's SPORTS EXPERTS trade-mark is prominently displayed on the stores exterior and interior signage, shopping bags, sales receipts, as well as in advertisements and on the Opponent's various websites, including social media websites [Tremblay affidavit at paras 10-11, and 15-16; Exhibits D, E-1 to E-7, F and G];
- sales under the SPORTS EXPERTS banner have exceeded \$3.3 billion since 1997 in Canada, with approximate annual sales of hundreds of million dollars per year between 1997-2005 [Tremblay affidavit at para 12, including a chart of approximate sales revenue per year];
- from 2006 to 2012 (partial year) total sales under the Opponent's SPORTS EXPERTS banner have continued to grow, totaling in excess of \$1.5 billion [Tremblay affidavit at para 13];
- sales of soccer products alone, including soccer equipment, accessories, clothing and footwear, sold through stores operated under the SPORTS EXPERTS banner have exceeded \$33 million since 2004, with many millions of dollars of these products sold in recent years [Tremblay affidavit at para 14, including a chart of approximate sales revenue per year];
- the Opponent has spent millions of dollars promoting and advertising the SPORTS EXPERTS brand in Canada [Tremblay affidavit at para 17, including a chart of approximate amount spent between 2005 to 2012 per type of media (i.e. newspapers; flyers; radio; television; magazines; and others)];
- the most significant advertising method used to promote the Opponent's SPORTS EXPERTS retail store services is through the distribution of printed flyers. Since the late 1960s, printed flyers have been distributed to millions of Quebecers and Canadians

as inserts into major and regional newspapers. Today, approximately 1,450,000 copies of flyers are distributed to Canadians prominently featuring the SPORT EXPERTS trade-mark through major and regional newspapers per marketing event. The Opponent also distributes roughly 1,800,000 copies of flyers through the Publi-Sac in Quebec per marketing event. Over the years, the Opponent's flyers have often advertised the sale of soccer products [Tremblay affidavit at paras 18-20; Exhibits H and I];

- since at least 2001, the Opponent has also distributed its own magazine *Fusion* as a means to promote the SPORTS EXPERTS brand. This magazine provides consumers with articles on health and fitness topics and also promotes various sporting goods products, including soccer products, and the SPORTS EXPERTS retail stores. The *Fusion* magazine has a distribution of approximately 2,000,000 copies per year through major and regional newspapers in Quebec, Ontario, New Brunswick, and in local newspapers in parts of Alberta. It is also offered to customers in-store, and is available in electronic form through the Opponent's website at *www.sportsexperts.ca* [Tremblay affidavit at para 21; Exhibit J];
- the SPORTS EXPERTS trade-mark and retail services offered in association with this trade-mark have also been promoted through television advertisements broadcast in Canada from 2009-2011 [Tremblay affidavit at para 22; Exhibit K];
- the SPORTS EXPERTS trade-mark and retail services have also been promoted online through the Opponent's website launched in 2004 which has received millions of visitors in recent years. The SPORTS EXPERTS trade-mark is also prominently displayed on the Opponent's corporate website at *www.fglsports.com*, and on the Opponent's Facebook social networking website launched in October 2011. In particular, through the Opponent's Facebook website, Facebook users can participate in an "office soccer pool" which is promoted with the phrase "ARE YOU A SOCCER EXPERT?" in both French and English [Tremblay affidavit at paras 11 and 23; Exhibits L-1 and L-2];
- the Opponent has regularly been involved in soccer sponsorships. From 2003 to 2011 the Opponent was a sponsor of the Montreal Impact professional soccer team, and expended approximately \$453,600 in support of this sponsorship which resulted in the SPORTS

EXPERTS brand appearing on the official Montreal Impact print media such as game tickets, posters, brochures and media guides, contests and website, radio spots and billboard and screen advertisements during Impact games and public practices. The Opponent has also sponsored the Canadian Soccer Association (CSA) from 2008-2012, resulting in promotion of the SPORTS EXPERTS brand in the CSA's print media distributed throughout Quebec and in television advertisements broadcast during the 2008 and 2012 European Soccer Championships and the 2010 World Cup of Soccer [Tremblay affidavit at para 24; Exhibits M-1 to M-6]; and

- the Opponent has also been actively involved in other national sponsorship programs since 1979, including charitable events and foundations, national and community sporting events and organizations, business programs, and professional sports teams. These include: the Canada Games, Special Olympics, Les Jeux du Quebec, the Tour de l'Île de Montréal, the Montreal Canadians hockey team, the Montreal Alouettes football team, etc. [Tremblay affidavit at paras 38-40; Exhibits W-1 to W-4; and Y-1 and Y-2].

[50] To sum up, I am satisfied from my review of the Tremblay affidavit and accompanying exhibits that the Opponent's SPORTS EXPERTS trade-mark has become known, if not very well-known, in Canada in association with the Opponent's retail stores services. I find this to be particularly the case in the province of Quebec, considering the extensive use and massive advertising of the Opponent's SPORTS EXPERTS banner over the last 40 years in that province. As noted by the Opponent, the Applicant does not apparently contradict this finding, as per the following excerpt from Mr. Abi-Saleh's cross-examination:

Q. 80 So in the course of growing up in Montreal and raising your family, I take it you had visited Sports Experts stores from time to time; is that correct?

R. Yes. Of course, yes, yes.

[...]

Q. 82 And would I be right in thinking that your family also made purchases from these Sports Experts stores?

R. I assume they did, I assume they did.

[51] This brings me to review the Applicant's evidence concerning the use and promotion of the Mark.

The Abi-Saleh affidavit and cross-examination

[52] Mr. Abi-Saleh essentially attests to the following:

- the Applicant was incorporated on October 28, 1998. Since its founding, it has been specialized in the retail sale of soccer-related products, such as soccer shoes, soccer balls, sport bags, team uniforms, training camps uniforms, goalkeeper uniforms, referee uniforms, equipment and accessories for soccer fields, training equipment and accessories for soccer players, coaches and referees in Quebec and Ontario [Abi-Saleh affidavit at para 4];
- the Applicant currently operates a single store located in Kirkland, Quebec. Over the years, the Applicant has operated in a number of locations in the Montreal region, but has only operated between 1-3 individual locations at any given time [Abi-Saleh affidavit at paras 8 and 9; Exhibits 3-5];
- the Applicant's business is targeted to both institutional customers and retail customers. In terms of its retail customers, the Applicant's store attracts the complete cross-section of consumers to purchase both athletic products as well as clothing or paraphernalia purchased by fans of professional soccer teams [Abi-Saleh affidavit at paras 11-12; Abi-Saleh cross-examination at Qq. 440-454];
- the Applicant's Mark is prominently displayed on the store exterior signage, sales receipts, invoices, stationery, as well as in advertisements and on the Applicant's website *www.soccerexperts.ca* [Exhibits 3-6, 10];
- from October 1998 to 2012 (partial year) the Applicant's total sales amounted to close to \$9 million [Abi-Saleh affidavit at paras 13-14, including a chart of approximate sales revenue per year];
- the Applicant's total advertising expenditures in the same period totaled close to

\$700,000. The Applicant's advertising and promotion of its Mark has been made through local and community newspapers and radio advertising in the Montreal region except for a limited number of television advertisements aired over the course of one month in 2010 during the FIFA World Cup [Abi-Saleh affidavit at paras 17-23, including a chart of approximate expenditures per year; Exhibits 7-11]; and

- the Applicant has sponsored various soccer tournaments, leagues and teams over the years, such as *La ligue intérieure de la Coupe du Monde Bell 1999-2000*, *Tournoi de la ligue maison de pointe-Claire 2004*, *Tournoi de Soccer Île-Bizard 2010-2011*, etc. [Abi-Saleh affidavit at para 24-25; Exhibit 12].

[53] To sum up, I am satisfied from my review of the Abi-Saleh affidavit and accompanying exhibits that the Mark has become known to a certain extent in Canada. However, the Applicant's evidence shows only that it has offered retail services in the sporting goods field from 1-3 retail stores located in the Montreal region in recent years. Similarly, the Applicant's advertising and promotion of the Mark has been restricted to local and community newspapers and radio advertising in the Montreal region except for a very limited number of television advertisements aired over the course of one month in 2010.

[54] Accordingly, the overall consideration of this first factor, which is a combination of inherent distinctiveness and acquired distinctiveness of the parties' marks in Canada, unequivocally favours the Opponent.

The length of time the trade-marks have been in use

[55] While the Tremblay affidavit does not necessarily evidence use of the SPORTS EXPERTS trade-mark in association with each of the goods and services covered by the Opponent's registration dating back to the date of first use indicated in this registration, I am satisfied, from a fair reading of the affidavit and accompanying exhibits, that it can reasonably be concluded that the SOCCER EXPERTS trade-mark has been used in Canada with the Opponent's retail stores services for over four decades.

[56] By comparison, the Abi-Saleh affidavit evidences use of the Mark dating back to the late 1990s.

[57] Accordingly, the overall consideration of this second factor favours the Opponent. However, I find the significance of this factor to be somewhat reduced as both trade-marks have been used for a considerable length of time. Indeed, the Mark has been used for over a decade, which is not negligible.

The nature of the goods, services or business; and the nature of the trade

[58] When considering the nature of the goods, services or business and the nature of the trade, I must compare the Applicant's statement of services with the statement of goods and services in the registration relied upon by the Opponent [see *Henkel Kommanditgesellschaft auf Aktien v Super Dragon Import Export Inc* (1986), 12 CPR (3d) 110 (FCA); and *Mr Submarine Ltd v Amandista Investments Ltd* (1987), 19 CPR (3d) 3 (FCA)]. However, those statements must be read with a view to determining the probable type of business or trade intended by the parties rather than all possible trades that might be encompassed by the wording. The evidence of the parties' actual trades is useful in this respect [see *McDonald's Corp v Coffee Hut Stores Ltd* (1996), 68 CPR (3d) 168 (FCA); *Procter & Gamble Inc v Hunter Packaging Ltd* (1999), 2 CPR (4th) 266 (TMOB); and *American Optional Corp v Alcon Pharmaceuticals Ltd* (2000), 5 CPR (4th) 110 (TMOB)].

[59] As stressed by the Opponent, the nature of the parties' services and their channels of trade directly overlap.

[60] Indeed, the Applicant's Services include "the operation of retail stores selling *sporting equipment, clothing and sports accessories*, soccer equipment" [my emphasis]. These services are identical to the type of services (such as "*L'opération d'une entreprise commerciale offrant pour vente divers articles de sports*") with which the Opponent's SPORTS EXPERTS trade-mark is registered.

[61] Like the Applicant, the products sold by the Opponent through its SPORTS EXPERTS stores include soccer-related products such as apparel, footwear and equipment.

[62] The parties' respective retail stores target the same customers in that they include a broad cross-section of consumers of all ages, including athletes and non-athletes who may purchase

clothing for themselves or sporting equipment as a gift for others [see Abi-Saleh cross-examination at Qq 440-454].

[63] The Opponent's SPORTS EXPERTS stores have been promoted and advertised through some of the same print advertising channels as the Applicant's stores. The Opponent points out that in at least one instance, the Applicant's print advertisements have appeared alongside those of the Opponent's for its SPORTS EXPERTS stores in a local newspaper [see Abi-Saleh affidavit at Exhibit 7 – "*Chronicle Sports* – Wednesday February 14, 2001"]. Similarly, a 2006 newspaper article about sales of soccer products during the World Cup of Soccer, mentioned both the Applicant's store and the Opponent's SPORTS EXPERTS stores [see Abi-Saleh affidavit at para 19; Exhibit 8]. I will return to that article under the additional surrounding circumstances.

[64] Finally, as per my review of the Tremblay affidavit above, the Opponent has regularly been involved in soccer sponsorships. While these activities are not listed as such in the Opponent's registration, I find that they illustrate how the Applicant's applied for services described as "sponsorship of soccer teams" are not that remote from the Opponent's registered services. Indeed, they illustrate how sponsorship of sporting activities can be ancillary to the operation of sport retail stores.

[65] To sum up, the overall consideration of these third and fourth factors favours the Opponent.

The degree of resemblance between the trade-marks in appearance or sound or in the ideas suggested by them

[66] As noted by the Supreme Court in *Masterpiece*, above, at paragraph 49, "the degree of resemblance, although the last factor listed in [section] 6(5) [of the Act], is the statutory factor that is often likely to have the greatest effect on the confusion analysis [...] if the marks or names do not resemble one another, it is unlikely that even a strong finding on the remaining factors would lead to a likelihood of confusion".

[67] Moreover, as previously mentioned, it is well-established in the case law that likelihood of confusion is a matter of first impression and imperfect recollection. In this regard, "[w]hile the

marks must be assessed in their entirety (and not dissected for minute examination), it is still possible to focus on particular features of the mark that may have a determinative influence on the public's perception of it" [see *Pink Panther Beauty Corp v United Artists Corp* (1998), 80 CPR (3d) 247 (FCA), at para 34]. The preferable approach is to first consider whether any aspect of the trade-mark is particularly striking or unique [see *Masterpiece*, above, at paragraph 64].

[68] Applying those principles to this case, I find there is a fair degree of resemblance between the parties' marks.

[69] The parties' marks share the same "architecture". They are both made of two words, the second of which consists of the identical word "EXPERTS". Both of the parties' marks suggest in the context of their associated services the idea of expertise in the field of selling sporting goods. The Opponent's SPORTS EXPERTS trade-mark suggests the idea of sports and athletics generally, while the Applicant's Mark suggests the idea of one particular kind of sport: soccer.

Additional surrounding circumstances

The Opponent's family of EXPERTS trade-marks

[70] The Opponent submits that the existence of its family of EXPERTS trade-marks is an additional circumstance which increases the likelihood that a consumer would assume that the Applicant's Mark is simply another aspect of the Opponent's line of retail stores operated in association with the EXPERTS family of trade-marks.

[71] There can be no presumption of the existence of a family of trade-marks in opposition proceedings. A party seeking to establish a family of marks must establish that it is using more than one or two trade-marks within the alleged family (a registration or application does not establish use) [see *Techniquip Ltd v Canadian Olympic Assn* (1998), CanLII 7573 (FC); and *Now Communications Inc v CHUM Ltd* (2003), 32 CPR (4th) 168 (TMOB)].

[72] In the present case, I agree with the Opponent that it has established the existence of a family of EXPERTS trade-marks. While it has not evidenced use of each and every registered trade-mark listed in Schedule A, it has done so with respect to its HOCKEY EXPERTS word

mark and design mark and GOLF EXPERTS word mark, in addition to its SPORTS EXPERTS trade-mark.

[73] Indeed, the Tremblay affidavit establishes the following:

With respect to the Opponent's HOCKEY EXPERTS trade-marks:

- since 2005, the Opponent has also operated a chain of sporting goods stores under the HOCKEY EXPERTS banner. With nearly 20 retail stores across Quebec, the HOCKEY EXPERTS chain offers a comprehensive variety of hockey products. In 2007, the Opponent expanded its HOCKEY EXPERTS operations outside of Quebec and now operates an additional 71 stand alone retail stores or boutiques within SPORT CHEK retail stores under this banner in the following provinces outside of Quebec: Alberta, British Columbia, Manitoba, Newfoundland, New Brunswick, Nova Scotia, Ontario and Saskatchewan [Tremblay affidavit at paras 25-26; Exhibits N-O];
- the HOCKEY EXPERTS trade-marks are prominently displayed on store exterior and interior signage, shopping bags, sales receipts, and advertisements [Tremblay affidavit at para 28; Exhibit Q];
- sales from retail stores operating under the HOCKEY EXPERTS banner over the years have also been impressive. In the province of Quebec sales revenues have exceeded \$75 million since 2005, while sales from stores located in Canada but outside Quebec have exceeded \$76 million since 2008 [Tremblay affidavit at paras 30-31]; and
- the HOCKEY EXPERTS trade-marks and the retail store services provided in association with those trade-marks have also been promoted through the distribution of flyers and through television advertisements, and online promotional activities in recent years. Since 2006, hundreds of thousands of dollars have been spent to promote the HOCKEY EXPERTS brand both in Quebec and throughout Canada [Tremblay affidavit at paras 29, 32-37, Exhibits R-1 to R-6, S-1, S-2, T-1, T-2, U, V,].

With respect to the Opponent's GOLF EXPERTS mark:

- since 2008, the Opponent has also operated a chain of specialty golfing goods stores under the GOLF EXPERTS banner in British Columbia both as stand alone stores and as boutiques within existing SPORT CHEK retail locations [Tremblay affidavit at paras 42-44; Exhibit AA];
- the GOLF EXPERTS trade-mark is prominently used on store signage [Tremblay affidavit at paras 42-44; Exhibit AA];
- from 2009 to 2011 sales from retail stores operating under the GOLF EXPERTS banner have exceeded \$3.3 million [Tremblay affidavit at para 45]; and
- the GOLF EXPERTS trade-mark and the retail store services provided in association with this trade-mark have also been promoted in numerous ways, including through the distribution of flyers and in association with the Opponent's SPORT CHEK banner [Tremblay affidavit at paras 46-47; Exhibits BB and CC-1, CC-2].

[74] As stressed by the Opponent, the Opponent's HOCKEY EXPERTS and GOLF EXPERTS trade-marks are similar to the Applicant's Mark in appearance, sound and ideas suggested. These marks all feature the common element "EXPERTS", the only difference being that each is prefaced with the name of a different sport. All three again suggest the idea of expertise in the field of selling sporting goods.

[75] I agree with the Opponent that this is a surrounding circumstance definitely favouring it in the present case.

[76] Before turning to the next additional surrounding circumstance, I shall note that the Opponent has also applied to register the trade-marks VELO EXPERTS, SKI EXPERTS, and TENNIS EXPERTS, as per the certified copies of the applications referred to above. The Opponent submits that these trade-mark applications form part of the continued expansion of the Opponent's EXPERTS brands and signal the Opponent's diversification in the sporting goods industry. While this may be true, I am not prepared to accord weight to the mere filing of these

applications (which have all been filed after the Applicant's claimed date of first use of the Mark) as they do not by themselves establish the existence of a family of trade-marks.

State of the register evidence

[77] As indicated above, the Bombardier affidavit purports to introduce state of the register evidence for trade-marks that include the word "EXPERT" in Canada.

[78] State of the register evidence is introduced to show the commonality or distinctiveness of a mark or portion of a mark in relation to the register as a whole. Evidence of the state of the register is only relevant insofar as inferences may be made on it concerning the state of the marketplace, and inferences about the state of the marketplace can only be drawn when a significant number of pertinent registrations are located [see *Ports International Ltd v Dunlop Ltd* (1992), 41 CPR (3d) 432 (TMOB); *Welch Foods Inc v Del Monte Corp* (1992), 44 CPR (3d) 205 (FCTD); and *Maximum Nutrition Ltd v Kellogg Salada Canada Inc* (1992), 43 CPR (3d) 349 (FCA)].

[79] In the present case the Applicant submits that the Bombardier affidavit evidences that there are at least 12 registered trade-marks in Canada that include the word "EXPERT", namely:

- BUCK EXPERT (TMA555,481) for hunting gear and supplies;
- EXPERT AU TRAVAIL (TMA715,415) for retail stores featuring footwear, clothing and personal protective equipment;
- FX FEET EXPERT (TMA618,699) for retail stores services featuring custom-made insoles, custom-made orthotics, prefabricated orthotics, orthotic shoes, foot care products and shoe care products;
- JEANS EXPERT (TMA467,075) for wearing apparel for men and women, namely jeans, slacks, tops and jackets;
- MOTHERHOOD MATERNITY THE EXPERTS (TMA718,466) for retail stores services, mail-order catalog services, and computerized online retail services, all featuring maternity clothing, nursing apparel, and accessories;
- MOVIE EXPERTS (TMA632,379) for, among others, retail store services, wholesale services, online retail store services and rental services in connection with films and motion pictures;

- THE BACKYARD LIVING EXPERTS (TMA602,940) for, among others, outdoor leisure and landscaping products;
- THE DOWN EXPERTS (TMA763,944) for clothing and outerwear, namely coats, jackets, parkas, pull-overs, etc., and bed covers, bed blankets, etc.;
- THE OUTERWEAR EXPERTS. SINCE 1920 (TMA800,937) for anoraks; coats; down jackets; etc; and catalog ordering service in the field of clothing, backpacks, outerwear, gloves, sunglasses, slippers, pajamas, etc.;
- THE TITANUM EXPERTS (TMA650,829) for structural parts and components for wheelchairs; bicycle frames and component parts therefor; and mail order services, catalogue services, operation of an on-line retail website and operation of a retail outlet all featuring wheelchairs, bicycles, and parts and accessories therefor;
- THE WORLD'S ROPE SKIPPING EXPERTS (TMA497,870) for, among others, skipping ropes; providing advice on rope skipping programs, etc.

[80] The Applicant submits that the above evidence shows that Canadians are accustomed to seeing the word “EXPERT” in trade-marks associated with various retail stores services of a specialized nature. This is why these stores include the word “EXPERT” in their names. For instance, the Applicant submits that a pregnant woman may shop at the retail store MOTHERHOOD MATERNITY THE EXPERTS and at the Opponent’s SPORTS EXPERTS retail store without being confused between the two.

[81] The Opponent for its part stresses that this evidence fails to show even a single third party use of a mark containing the element “EXPERTS” with retail services in the sporting goods field and so does not assist the Applicant in dispelling the likelihood of confusion between the parties’ marks. The Opponent points out that Ms. Bombardier herself admitted on cross-examination that none of the search results of record with international class 28 were on the register in association with retail stores services for sporting goods. The Opponent further points out that in any event, Ms. Bombardier admitted that she had no knowledge of any marketplace use of any of the trade-marks located by her search, and did not conduct any internet, telephone or in-store searches to locate evidence of such use. She was, however, familiar with the Opponent’s SPORTS EXPERTS store and had herself previously made purchases at SPORTS EXPERTS stores [Bombardier cross-examination at Qq 160-162, 43-49, and 51-57]. The Opponent also points out that Mr. Abi-Saleh admitted on cross-examination that he was not aware of any other retailer of

sporting goods other than the Opponent operating under a name or mark containing “EXPERTS” [Abi-Saleh cross-examination at Q. 166].

[82] I tend to agree with the Opponent that the above 12 registrations do not significantly assist the Applicant in the present case. Generally speaking, the registrations highlighted by the Applicant do not relate to “sporting goods” of the same nature as those sold by the Applicant or Opponent nor to the retail sale of such sporting goods. Furthermore, while I acknowledge that some of the goods covered by these registrations include clothing and footwear, or bicycles and skipping ropes, none of the above-listed registered trade-marks is as close to the Opponent’s SPORTS EXPERTS trade-mark (or HOCKEY EXPERTS and GOLF EXPERTS trade-marks) as that of the Applicant.

Instances of actual confusion

[83] The Opponent submits that as an additional surrounding circumstance is the evidence of instances of confusion as set out in paragraph 50 of the Tremblay affidavit, which reads as follows:

[...] in recent years, [the Opponent has] encountered situations in [its] stores in the West Island of Montreal where customers actually tell us they have visited or heard about “the Opponent’s” store called “Soccer Experts”, and mistakenly believe that store is part of [the Opponent’s] business.

[84] The Opponent points out that not surprisingly, the instances of actual confusion were encountered in the West Island of Montreal, that is in the very local market or limited geographic area where the Applicant operates its business. The Opponent submits that these statements of Mr. Tremblay stand uncontradicted as the Applicant elected not to cross-examine Mr. Tremblay.

[85] The Applicant submits for its part that these statements of Mr. Tremblay amount to hearsay. The Applicant submits that the alleged instances of confusion could have been documented or better explained by Mr. Tremblay. The Applicant further submits that Mr. Abi-Saleh states at paragraph 27 of his affidavit that there have been no instances of actual confusion between the marks at issue:

Aucun cas de confusion entre la Marque et les marques de l’Opposante n’a été porté à ma connaissance par mes clients ou fournisseurs.

[86] As stressed by the Opponent, the fact that the Applicant is not aware of any instances of actual confusion between the parties' marks is not equivalent to say that the Opponent did not receive the complaints referred to by Mr. Tremblay. However, the fact remains that Mr. Tremblay did not provide details or dates of the alleged instances of confusion. That being so, I find that little weight ought to be given to Mr. Tremblay's statements.

[87] Before concluding, I wish to return to the 2006 newspaper article filed under Exhibit 8 to the Abi-Saleh affidavit. As indicated above, this article is about sales of soccer products during the World Cup of Soccer: *La fièvre [du Mondial] vide les boutiques*. The article mentioned both the Applicant's store and the Opponent's SPORTS EXPERTS stores as sources of soccer products. The Applicant takes the view that this article as well as the examples of print advertisements filed under Exhibit 7 to the Abi-Saleh affidavit show that the Mark and the Opponent's SPORTS EXPERTS trade-mark have coexisted without any complaint whatsoever. The Opponent submits for its part that these exhibits illustrate how both of the parties' businesses are targeting the same consumers. In other words, they illustrate a major point of intersection between the two. I agree with the Opponent.

Conclusion regarding the likelihood of confusion

[88] As indicated above, the Applicant bears the legal onus of establishing, on a balance of probabilities, that its application complies with the requirements of the Act. The presence of a legal onus on the Applicant means that if a determinate conclusion cannot be reached once all the evidence is in, then the issue must be decided against the Applicant.

[89] As stressed by the Opponent at the hearing, the issue is not whether the Opponent ought to be afforded a monopoly over the word "EXPERT" in Canada, but whether an individual having an imperfect recollection of the Opponent's SPORTS EXPERTS trade-mark as associated with the Opponent's retail stores services, would, as a matter of first impression and imperfect recollection conclude that the Applicant's Services share a common source. I find this is such a case.

[90] Indeed, I am of the view that the Opponent's evidence raises sufficient doubts as to the likelihood of confusion between the Applicant's Services and the Opponent's retail stores

services. I acknowledge that the parties' trade-marks are inherently weak and that the Mark has been used in the Montreal area for over a decade. However, the resemblances existing between the parties' marks coupled with the fact that the Opponent SPORTS EXPERTS trade-mark has achieved a very significant reputation in Canada in association with the Opponent's retail stores services over the last 40 years, the fact that the Opponent has established the existence of a family of EXPERTS trade-marks comprising the HOCKEY EXPERTS and GOLF EXPERTS trade-marks, which all share the same "architecture" as that of the Mark, the fact that the parties' services both pertain to the operation of retail stores in the sporting goods field, and the fact that the parties' channels of trade are the same or clearly overlap, lead me to conclude that the Applicant has not met its legal onus to show that it is not reasonably likely that an individual who has an imperfect recollection of the Opponent's SPORTS EXPERTS trade-mark would not, as a matter of first impression and imperfect recollection conclude that the Applicant's Services come from the same source or that some form of authorisation exists between both parties.

[91] Accordingly, the section 12(1)(d) ground of opposition succeeds.

The non-distinctiveness ground of opposition

[92] The Opponent has pleaded that the Mark does not distinguish the Services of the Applicant from the services of the Opponent, nor is it adapted so as to distinguish them in view of the Opponent's prior use and registration in Canada of its family of EXPERTS trade-marks.

[93] An opponent meets its evidentiary burden with respect to a distinctiveness ground if it shows that as of the filing date of the opposition (in this case December 23, 2011) its trade-mark had become known to some extent at least to negate the distinctiveness of the applied-for mark [see *Motel 6, Inc v No 6 Motel Ltd* (1981), 56 CPR (2d) 44 (FCTD)]. As per my review above of the Tremblay affidavit, the Opponent has met its evidentiary burden with respect to its SPORTS EXPERTS trade-mark as well as its HOCKEY EXPERTS and GOLF EXPERTS trade-marks.

[94] The difference in relevant dates does not substantially affect my analysis above under the section 12(1)(d) ground of opposition.

[95] The non-distinctiveness ground of opposition therefore succeeds.

The non-entitlement ground of opposition

[96] As I have already refused the application under two grounds, I will not address this remaining ground of opposition.

Disposition


[97] In view of the foregoing and pursuant to the authority delegated to me under section 63(3) of the Act, I refuse the application.

Annie Robitaille
Member
Trade-marks Opposition Board
Canadian Intellectual Property Office

Schedule A
(Table reproduced from the Opponent's written argument)

Trade-mark	Reg. No.	Reg. Date	Wares/Services
SPORTS EXPÉRTS	TMA206,403	April 11, 1975	<p>WARES:</p> <p><i>(1) Articles et accessoires de divers sports nommément des skis, bottes de ski, bâtons de ski et vêtements pour le ski, nommément des gilets, vestes et gants; bâtons de golf, sacs de golf, souliers de golf balles de golf et gants pour le golf; patins, bâtons de hockey et rondelles; et tentes.</i></p> <p>SERVICES:</p> <p><i>(1) L'opération d'une entreprise commerciale offrant pour vente divers articles de sports.</i></p>
sports experts	TMA449,394	October 27, 1995	<p>WARES:</p> <p><i>(1) Articles de sport, nommément: skis, chaussures et bottes de ski, bâtons et fixations de ski, bâtons de golf, sacs de golf, souliers de golf, balles de golf, gants de golf, patins, bâtons et rondelles de hockey; tentes et sacs de couchage; vêtements de ski, nommément: pantalons, gilets, vestes, gants.</i></p> <p>SERVICES:</p> <p><i>(1) Exploitation de magasins de vêtements et articles de sport.</i></p>
HOCKEY EXPERTS	TMA702,198	December 4, 2007	<p>WARES:</p> <p><i>(1) Hockey equipment namely, hockey sticks and goalie sticks, hockey skates and goalie skates, protective equipment namely, protective padding for playing hockey, hockey helmets, hockey gloves, face masks, face guards, mouth guards, wrist guards, ankle guards, ankle weights, hockey tape, neck protectors, kidney protectors, athletic supports and athletic support straps, hockey pucks, hockey clothing namely, hockey pants, suspenders, hockey jerseys, hockey socks, athletic clothing, hats, caps and visors; related accessories namely, pre-recorded DVDs and VHS featuring entertainment and instruction in the field of hockey, greeting cards, trading cards, posters, magazines and books, water bottles, sports beverages namely, non-alcoholic flavoured beverages, soft drinks and concentrates and preparations for making same, skate sharpening stones, hockey memorabilia namely, pins, pennants, trophies, awards and medals; nutritional supplements namely, energy bars, electrolyte drinks and juice drinks.</i></p> <p>SERVICES:</p> <p><i>(1) Retail store services featuring hockey equipment, skates, footwear, apparel, headgear, and related accessories.</i></p>

Trade-mark	Req. No.	Req. Date	Wares/Services
	TMA745,481	August 17, 2009	<p>WARES:</p> <p>(1) Hockey equipment namely, hockey sticks and goalie sticks, hockey skates and goalie skates, protective equipment namely, protective padding for playing hockey, hockey helmets, hockey gloves, face masks, face guards, mouth guards, wrist guards, ankle guards, ankle weights, hockey tape, neck protectors, kidney protectors, athletic supports and athletic support straps, hockey pucks, hockey clothing namely, hockey pants, suspenders, hockey jerseys, hockey socks, athletic clothing, hats, caps and visors; related accessories namely, pre-recorded DVDs and VHS featuring entertainment and instruction in the field of hockey, greeting cards, trading cards, posters, magazines and books, water bottles, sports beverages namely, non-alcoholic flavoured beverages, soft drinks and concentrates and preparations for making same, skate sharpening stones, hockey memorabilia namely, pins, pennants, trophies, awards and medals; nutritional supplements namely, energy bars, electrolyte drinks and juice drinks.</p> <p>SERVICES:</p> <p>(1) Retail store services dealing in the sale of hockey equipment, skates, footwear, apparel, headgear, and related accessories; the operation of a website providing information in the field of sports and sports products.</p>
GOLF EXPERTS	TMA766,519	May 12, 2010	<p>WARES:</p> <p>(1) Casual clothing, athletic clothing, casual footwear, athletic footwear, golf equipment and golf accessories namely, balls, clubs, divot repair tools, gloves, golf wear, putting aids, shoes, swing aids, tees, golf club grips, golf bags, golf club covers, golf towels, golf score cards, golf irons, golf trolleys, pre-recorded video games and software that simulate playing golf or provide instruction in the sport of golf</p> <p>SERVICES:</p> <p>(1) The operation of a retail store featuring casual clothing, athletic clothing, casual footwear, athletic footwear, golf equipment and golf accessories</p>
MEGA SPORTS EXPERTS	TMA419,428	November 12, 1993	<p>SERVICES:</p> <p>(1) Opération de magasins de vêtements et d'articles de sport.</p>
	TMA436,421	November 25, 1994	<p>SERVICES:</p> <p>(1) Exploitation de magasins d'articles et de vêtements de sport.</p>
	TMA343,259	July 29, 1988	<p>SERVICES:</p> <p>(1) Opération de magasins de vêtements et articles de sport.</p>

Trade-mark	Req. No.	Req. Date	Wares/Services
	TMA343,761	August 12, 1988	<p>SERVICES:</p> <p>(1) Opération de magasins de vêtements et articles de sport.</p>
MEGA COLLEGIATE SPORTS EXPERTS	TMA404,883	November 13, 1992	<p>SERVICES:</p> <p>(1) Opération de magasins de vêtements et d'articles de sport.</p>
COLLEGIATE / SPORTS EXPERTS	TMA348,146	November 18, 1988	<p>SERVICES:</p> <p>(1) Opération de magasins d'articles de sport.</p>
COMPLEXE Les experts	TMA793,704	March 23, 2011	<p>SERVICES:</p> <p>(1) Retail store services dealing in the sale of sporting goods, sports equipment, clothing and footwear direct and via the Internet; the operation of a website providing information in the field of sports and sports products.</p>