



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

Citation: 2014 TMOB 109
Date of Decision: 2014-05-29

**IN THE MATTER OF AN OPPOSITION
by Johnson & Johnson to application
No. 1,386,160 for the trade-mark
LUMINADERM in the name of
NovaBiotics Limited**

[1] NovaBiotics Limited (the Applicant) is a clinical stage biotechnology company based in Aberdeen Scotland. It has applied to register the trade-mark LUMINADERM (the Mark). Its application is based upon proposed use of the Mark in Canada, in association with wares which may generally be described as anti-infective, antiseptic, antimicrobial, antiviral, antifungal and antibacterial preparations and substances. The statement of wares in the application is reproduced in its entirety in Schedule “A” to this decision.

[2] Johnson & Johnson (the Opponent) has opposed the application, primarily on the basis that there is a reasonable likelihood of confusion between the Mark and several of its own trade-marks which have previously been registered and/or used in association with various skin lotions and creams and which consist of or incorporate the term LUBRIDERM. The Opponent’s trade-marks are set out in Schedule “B” to this decision.

[3] For the reasons that follow, the opposition is successful.

File History

[4] The application for the Mark was filed on March 5, 2008 and claims a priority filing date of September 6, 2007, based upon the Applicant's corresponding OHIM (EU) application No: 006260418.

[5] The application was advertised for opposition purposes in the *Trade-marks Journal* of November 4, 2009.

[6] On March 26, 2010, the Opponent opposed the application under section 38 of the *Trade-marks Act*, RSC 1985, c T-13 (the Act) by filing a statement of opposition. The grounds of opposition are based upon sections 30(a), 30(i), 12(1)(d), 16(3)(a), 16(3)(b), 16(3)(c) and 2 of the Act.

[7] In support of its opposition, the Opponent filed the affidavit of Cory Price sworn October 7, 2010 (the Price affidavit), as well as certified copies of the registrations for the trade-marks which it relies upon in support of its grounds of opposition.

[8] In support of its application, the Applicant filed the affidavit of John Kingston Pool, sworn February 2, 2011 (the Pool affidavit) and the affidavit of Tamsin Thomas, sworn February 8, 2011 (the Thomas affidavit). Mr. Pool and Ms. Thomas were both cross-examined on their affidavits and the transcripts of their cross-examinations form part of the record.

[9] Both parties filed written submissions and attended a hearing.

Onus

[10] The Applicant bears the legal onus of establishing on a balance of probabilities that its application complies with the requirements of the Act. However, there is an initial evidential burden on the Opponent to adduce sufficient admissible evidence from which it could reasonably be concluded that the facts alleged to support each ground of opposition exist [see *John Labatt Limited v The Molson Companies Limited* (1990), 30 CPR (3d) 293 (FCTD) at 298].

Analysis of Grounds of Opposition

Non-compliance - Section 30(a)

[11] The Opponent has alleged that contrary to section 30(a) of the Act, the application does not contain a statement in ordinary commercial terms of the specific wares in association with which it is proposed to be used.

[12] The Opponent's section 30(a) ground of opposition has not, in my view, been properly pleaded. The statement of wares in the application is relatively lengthy and there is no indication in the pleading as to which of the wares allegedly offends section 30(a) of the Act. I therefore find the pleading to be vague and ambiguous and I am of the view that it is not set out in sufficient detail to enable the Applicant to reply thereto.

[13] That being said, I note that the Federal Court of Appeal has held that the sufficiency of pleadings should be assessed having reference to the evidence of record [*Novopharm Ltd v Astra AB* (2002), 21 CPR (4th) 289 (FCA)]. The Opponent did not file any evidence in support of this ground of opposition. However, evidence is not always necessary to support a section 30(a) ground of opposition. It is sometimes possible for an opponent to meet its initial burden in respect of a section 30(a) ground of opposition through argument alone [*McDonald's Corp MA Comacho-Saldana International Trading Ltd* (1984), 1 CPR (3d) 101 (TMOB) at 104].

[14] While the Opponent did not file any written submissions to address its section 30(a) ground, it did make some oral submissions regarding this ground at the hearing. As I understand it, the Opponent takes issue with the fact that the evidence suggests that the Mark is intended to be used to identify an integral part of another product, rather than to identify the actual product itself and the Opponent is therefore of the view that a qualification should have been made to the statement of wares.

[15] In my view, the Opponent's oral submissions are not sufficient to cure the deficiency in its pleadings. The Opponent once again did not identify the particular wares which allegedly offend section 30(a). Moreover, I am of the view that the Opponent's issue with the statement of wares goes beyond the scope of its section 30(a) pleading.

[16] In view of the foregoing, the section 30(a) ground of opposition is dismissed.

Non-compliance - Section 30(i)

[17] The Opponent has alleged that the Applicant could not have been satisfied that it was entitled to use the Mark in Canada at the time of filing of the application as the Applicant was or should have been aware of the Opponent's LUBRIDERM trade-marks.

[18] Section 30(i) of the Act merely requires that an Applicant declare in its application that it is satisfied that it is entitled to registration of its trade-mark. Where an applicant has provided the requisite statement, a section 30(i) ground should only succeed in exceptional cases, 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) at 155]. Mere knowledge of the existence of the Opponent's trade-marks does not in and of itself support an allegation that the Applicant could not have been satisfied of its entitlement to use the Mark [see *Woot, Inc v WootRestaruants Inc Les Restaurants Woot Inc* 2012 TMOB 197 (CanLII)].

[19] The Applicant has provided the necessary statement and the Opponent has not demonstrated that this is an exceptional case.

[20] In view of the foregoing, the section 30(i) ground is dismissed.

Non-Registrability - Section 12(1)(d)

[21] The Opponent has pleaded that the Mark is not registrable under section 12(1)(d) of the Act, in view of the Opponent's registered trade-marks as set out in Schedule "B" attached hereto.

[22] The material date to assess this ground of opposition is the date of my decision [see *Park Avenue Furniture Corporation v Wickes/Simmons Bedding Ltd and The Registrar of Trade Marks* (1991), 37 CPR (3d) 413 (FCA)].

[23] Having exercised the Registrar's discretion, I confirm that not all of the alleged registrations are still extant. In particular, registration Nos. TMA479,295, TMA479,296, TMA446,010 and TMA469,661 have all been expunged. Thus, the Opponent has only met its evidentiary burden in relation to registration Nos. TMA111,493, TMA423,802, TMA511,038,

TMA519,211, and TMA423,800. The issue is therefore whether the Applicant has satisfied its legal onus to show that the Mark is not reasonably likely to cause confusion with any of these remaining registered trade-marks.

[24] The test for confusion is one of first impression and imperfect recollection. Section 6(2) of the Act indicates that 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 wares or services associated with those trade-marks are manufactured, sold, leased, hired or performed by the same person, whether or not the wares or services are of the same general class.

[25] In applying the test for confusion, the Registrar must have regard to all the surrounding circumstances, including those specifically enumerated in 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 wares, 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. These enumerated factors need not be attributed equal weight. [*Mattel, Inc v 3894207 Canada Inc* (2006), 49 CPR (4th) 321 (SCC); *Veuve Clicquot Ponsardin v Boutiques Cliquot Ltée et al* (2006), 49 CPR (4th) 401 (SCC); and *Masterpiece Inc v Alavida Lifestyles Inc* (2011), 92 CPR (4th) 361 (SCC)].

[26] In its oral submissions, the Opponent focused on the likelihood of confusion between the Mark and the Opponent's trade-mark LUBRIDERM, which is the subject of registration No. TMA423,802 for "sunscreen and skin lotion" and registration No. TMA111,493 for "medicinal skin lotion". At the hearing, the Applicant pointed out that the Opponent has not filed any evidence to suggest that it has sold any skin lotion that is anything other than a simple moisturizing lotion for the skin. In other words, there is no evidence that any of the skin lotion which has been sold by the Opponent is "medicinal" in nature. I agree. In view of this, I am of the view that comparing the Mark with the Opponent's trade-mark LUBRIDERM, which is the subject of registration No. TMA423,802 represents the Opponent's best chance of success. I shall therefore focus my analysis on that particular registration, as it will effectively decide the outcome of this ground of opposition.

Section 6(5)(a): the inherent distinctiveness of the trade-marks and the extent to which they have become known

[27] The parties are of the view that the element DERM, which is present in both parties' trade-marks, is suggestive in the context of skin care products [see page 9, para 34 of the Opponent's written submissions and page 12, para 41 of the Applicant's written submissions and see also, the Thomas affidavit, Exhibit "D"]. I agree.

[28] The Opponent submits that the Mark is less inherently distinctive than its own trade-marks because it contains the element LUMINA, which suggests that the Applicant's products result in "luminous", "clear", "glowing" or "shiny" skin [see Pool transcript of cross-examination, page 15, question 43, Pool affidavit, page 2, para 4 and Thomas transcript of cross-examination, pages 8-9, questions 37-42]. On the other hand, the Applicant submits that the Opponent's trade-mark is not inherently distinctive, as it principally comprises words that describe the Opponent's products, namely that they lubricate (LUBRI), the skin (DERM) [see Thomas affidavit, Exhibit "D"].

[29] Despite their suggestive nature, when taken in their totality, I am of the view that both parties' trade-marks are somewhat inherently distinctive. After all, they are coined words. However, I am also of the view that neither of the parties' trade-marks is any more inherently distinctive than the other, as the words LUBRI and LUMINA, in combination with DERM, appear to me to be equally suggestive of the parties' respective wares.

[30] I shall now review the evidence to determine the extent to which the parties' trade-marks may have acquired some distinctiveness.

[31] The Price affidavit provides the following information regarding the Opponent and its use of its LUBRIDERM trade-mark in Canada:

- Ms. Price is an employee of Johnson & Johnson Inc.(JJI), which is an affiliate of the Opponent. Ms. Price is the Group Brand Director for the Opponent's LUBRIDERM line of products [see para 1]. The Opponent acquired the LUBRIDERM brand from a predecessor in 2006 [see para 2].

- JJI sells products in Canada in association with trade-marks consisting of or containing the trade-mark LUBRIDERM in association with a variety of skin and hand lotions and creams and sunscreens [see para 4].
- JJI distributes the Opponent's LUBRIDERM products in Canada through drug stores, mass merchandisers, grocery and food stores and club stores, as well as through wholesalers and distributors. The Opponent's LUBRIDERM products are sold in Shoppers Drug Mart, Wal-Mart, Pharmaplus, Zellers, Loblaws and Costco [see para 5].
- Most of the Opponent's LUBRIDERM products are intended for retail purchase and are sold in Canada for between \$4 and \$11 [see para 6].
- Annual sales of the Opponent's LUBRIDERM products in Canada for the years of 2005-2010 ranged from between \$5 million and \$9 million per year (approximately).
- Attached as Exhibit "A" to Ms. Price's affidavit are digital photographs which show various containers of the Opponent's LUBRIDERM products as they are and have been sold in Canada. The trade-mark LUBRIDERM is prominently displayed on the containers.
- Annual advertising figures for the promotion of the Opponent's LUBRIDERM products in Canada for the years of 2005-2009 ranged from between \$800,000 and \$2 million per year (approximately).
- Attached as Exhibit "B" to Ms. Price's affidavit are samples of advertising invoices for the promotion of the Opponent's LUBRIDERM brand in Canada. Exhibit "C" shows two television advertisements for the Opponent's LUBRIDERM brand products that ran on several television networks across Canada in 2008 and 2009.
- The Opponent's LUBRIDERM products are also promoted in Canada in flyers by Canadian retailers, such as Shoppers Drug Mart, IDA, Guardian, Pharmaplus, Zellers, London Drugs, Loblaws, Metro and Safeway. The retailers span from British Columbia to the Maritimes. Exhibit "D" consists of a printout showing the extent to which the Opponent's LUBRIDERM products were promoted by retailers in Canada from 2001 to

2010. The printout suggests that the Opponent's LUBRIDERM products have been advertised extensively in the Canadian marketplace for many years.

- Also attached as exhibits to Ms. Price's affidavit, are a sample of some print advertising from 2008 [see Exhibit "E"] and copies of a number of articles which appeared in various publications in Canada and make reference to the Opponent's trade-mark LUBRIDERM [see Exhibit "F"]. Ms. Price also provides some information pertaining to the number of calls which are typically made annually by customers for the purposes of praise, complaint or inquiry each year. For the years of 2007 to 2009, approximately 600 such calls were received from Canadians regarding the Opponent's LUBRIDERM products [see page 5, para 17].

[32] The Applicant takes issue with the fact that Ms. Price did not distinguish between the various marks which were relied upon in the statement of opposition when making assertions of use in her affidavit. The Applicant also submits that the Price affidavit does not show use of all of the Opponent's trade-marks. I agree. That being said, I am of the view that Ms. Price has clearly established use of the word mark LUBRIDERM [see para 4, Exhibit "A"]. Moreover, I am also of the view that use of at least some of the other LUBRIDERM trade-marks which have been pleaded would also constitute use of the word mark LUBRIDERM, in view of the fact that LUBRIDERM is the dominant element in the marks. Based upon a fair reading of the Price affidavit as a whole and the substantial sales and advertising that have occurred, I find it reasonable to conclude that a fair portion of the sales and advertising figures would relate to use of the Opponent's LUBRIDERM trade-mark.

[33] Overall, I am satisfied that the Opponent's trade-mark LUBRIDERM has become fairly well known in Canada.

[34] By contrast, the application for the Mark is based upon proposed use and the Applicant has not filed any evidence which would enable me to conclude that the Mark has become known to any extent in Canada.

[35] In view of the foregoing, I find that the section 6(5(a) factor, which is an assessment of the combination of the inherent distinctiveness and acquired distinctiveness of the trade-marks,

favours the Opponent, because the Opponent's trade-mark has acquired distinctiveness that goes well beyond the inherent distinctiveness of the Mark.

Section 6(5)(b): the length of time each trade-mark has been in use

[36] The Applicant has not filed any evidence of use of the Mark within the meaning of section 4(1) of the Act. The Opponent has shown use of its trade-mark over a several year period. This factor therefore also favours the Opponent.

Sections 6(5)(c) and (d): the nature of the wares, services or business and the nature of the trade

[37] An assessment of the sections 6(5)(c) and (d) factors requires a comparison between the wares as described in the application for the Mark and the wares covered by the Opponent's registration [*Mr. Submarine Ltd v Amandista Investments Ltd* (1987), 19 CPR (3d) 3 at 10-11 (FCA); *Henkel Kommanditgesellschaft v Super Dragon* (1986), 12 CPR (3d) 110 at 112 (FCA); *Miss Universe Inc v Dale Bohna* (1994), 58 CPR (3d) 381 at 390-392 (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 [*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 Optical Corp v Alcon Pharmaceuticals Ltd* (2000), 5 CPR (4th) 110 (TMOB)].

[38] The statement of wares in the Opponent's registration covers "sunscreen and skin lotion".

[39] The statement of wares in the application for the Mark covers wares which may generally be described as anti-infective, antiseptic, antimicrobial, antiviral, antifungal and antibacterial preparations and substances [see Schedule "A" attached hereto for a reproduction of the statement of wares in its entirety].

[40] Some of the wares in the application are very broadly defined. For example, "pharmaceutical and veterinary preparations and substances, namely, anti-infective preparations and substances" and "antiseptic preparations and substances". Others are more specifically

defined. For example, “antimicrobial preparations and substances for use in the treatment of dermatological ailments, namely, tinea infections and other fungal infections of the skin (including scalp) and nails, gram-positive and gram-negative bacterial infections of the skin and nail, dandruff, acne, rosacea, ulcers, wounds” and “medicated antifungal and antibacterial preparations and substances, namely, moisturizers, creams, lotions, gels, toners, cleansers, and cosmetics all for use in the treatment of dermatologic ailments, namely for the treatment of tinea infections and other fungal infections of the skin(including scalp) and nails...”.

[41] The Pool affidavit provides some further insight into the nature of the Applicant’s wares. Mr. Pool states that the Applicant has developed a unique patented peptide anti-infective technology. He indicates that its first application is through a topical or brush-on treatment for fungal nail infections [Pool affidavit, para 2]. Mr. Pool further indicates that the Applicant’s LUMINADERM products comprise active molecules that provide the first line of antimicrobial defence against bacteria, yeast and fungi [see page 2, para 3].

[42] During cross-examination, Mr. Pool explained that the LUMINADERM product is not intended to go on the skin as a product itself, but rather, is intended to be an integral part of another product, which will be branded in its own right [Pool transcript, pages 3-4, Question 5]. By way of example, Mr. Pool suggests that a shampoo which retails under a brand name, such as “Head & Shoulders”, could contain the product which the Applicant intends to market under the Mark, such that the shampoo bottle might say “Head & Shoulders, now containing LUMINADERM” [Pool transcript, pages 4-5, questions 6-9].

[43] During cross-examination, Mr. Pool also conceded that a consumer who is, for example, suffering from dermatitis, may try the Opponent’s LUBRIDERM products, which are available over the counter, and then subsequently try the Applicant’s LUMINADERM products, which have clinically active ingredients in them. In other words, both products could potentially be used at different points in a treatment cycle for the same condition and by the same consumer [Pool transcript, pages 12-14, questions 32-41].

[44] In view of the foregoing, I find there to be some association between the wares of the parties.

[45] With respect to the channels of trade, the Opponent's LUBRIDERM products are sold in Canada through drug stores, mass merchandisers, grocery and food stores and club stores, as well as through wholesalers and distributors. For example, Shoppers Drug Mart, Wal-Mart, Pharmaplus, Zellers, Loblaws and Costco [see Price affidavit, para 5].

[46] According to Mr. Pool, the LUMINADERM products would only form part of prescription only compounds. That is to say, they would only be available in pharmacies, by prescription [Pool transcript, pages 5-6, questions 10 to 12]. However, the description of wares in the application for the Mark is not restricted to prescription only products and Mr. Pool confirmed this during his cross-examination [Pool transcript, page 7, Q. 15]. Moreover, even if the products were to be available by prescription only, the fact remains that both parties' products are sold or intended to be sold in pharmacies.

[47] In view of the foregoing, I find that there is some overlap in the channels of trade which are associated with the parties' trade-marks.

[48] Mr. Pool attempts to distinguish between the parties' products by indicating that the LUMINADERM products are expected to retail at a higher price than the Opponent's LUBRIDERM products [Pool affidavit, para 4]. However, during his cross-examination, Mr. Pool admitted that he wasn't familiar with the Opponent's LUBRIDERM products and that he obtained his knowledge regarding the price of the Opponent's products from an internet search [Pool transcript, pages 7-8, questions 17-21]. Mr. Pool also confirmed that the products associated with the Mark are not yet sold in Canada and that there are no restrictions in the statement of wares in the application for the Mark regarding the price point for the associated products [Pool transcript, pages 8-9, questions 22-25]. I am therefore not prepared to give Mr. Pool's evidence in this regard any weight.

Section 6(5)(e): the degree of resemblance between the marks in appearance or sound or in the ideas suggested by them

[49] When considering the degree of resemblance between two trade-marks, the law is clear that they must be considered in their totality. The test for confusion is one of first impression and imperfect recollection. In the present case, I find that there is a fair degree of resemblance

between the parties' trade-marks. As the Opponent has pointed out, both of the parties' trade-marks are formed of only one word and are coined and both begin with "LU" and end in "DERM", which creates visual and phonetic similarities between the marks. Moreover, both create the commercial impression of being related to the skin, given that they both end in "DERM".

Surrounding Circumstances

[50] The Applicant has introduced state of the register evidence through the Thomas affidavit.

[51] State of the register evidence is only relevant insofar as one can make inferences from it about the state of the marketplace, and inferences about the state of the marketplace can only be drawn where large numbers of relevant registrations are located [*Ports International Ltd v Dunlop Ltd* (1992), 41 CPR (3d) 432 (TMOB); *Welch Foods Inc v Del Monte Corp* (1992), 44 C.P.R. (3d) 205 (FCTD); *Maximum Nutrition Ltd v Kellogg Salada Canada Inc* (1992), 43 CPR (3d) 349 (FCA)].

[52] The Opponent has analyzed the state of the register evidence at paragraphs 50 through 56 of its written argument. The Opponent notes that Ms. Thomas located 81 trade-marks containing the term "derm". Of these, the Opponent submits that there are only two trade-marks which begin with the letter "L", which are not owned by the Opponent and the only trade-marks which begin with LU and end in DERM which are associated with skin related products are those of the Opponent. I agree with the Opponent that the state of the register evidence which has been provided by Ms. Thomas is not sufficient to enable me to make any meaningful inferences regarding the state of the marketplace, as the trade-marks revealed by her search are not nearly as close in resemblance to the Opponent's trade-mark as the Mark is.

[53] Although Ms. Thomas also visited some websites which featured some trade-marks beginning with "LU" and ending with "DERM", there is no evidence that any of these marks have been used in association with skin creams or lotions and Ms. Thomas was unable to confirm that any of the marks were in use in Canada [see Thomas affidavit, Exhibits "E", "F" and "G" and Thomas transcript, pages 9-11, questions 43 to 57].

Conclusion on the likelihood of confusion

[54] Having considered all the surrounding circumstances, I find that the Applicant has not met its legal burden. The Opponent has a somewhat inherently distinct trade-mark that it has used and promoted to a substantial degree in Canada for a number of years. The Applicant's Mark resembles the Opponent's mark to a fair degree. The Applicant has not established any reputation in association with its Mark but proposes to use it in association with products which are sold in the types of stores (i.e. pharmacies) in which the Opponent has sold its products for many years in association with its trade-mark. The issue is whether a consumer who has an imperfect recollection of the Opponent's mark, will, upon seeing the Applicant's Mark, be likely to think that the wares share a common source. I cannot answer that question in the negative. The fact that both parties' marks are used on products which may potentially be used by the same consumer to treat the same condition combined with the fact that there is no evidence that any other traders are using trade-marks that begin with "LU" and end in "DERM" in association with related products in the same types of stores supports a conclusion that confusion as to source is reasonably likely.

[55] The section 12(1)(d) ground of opposition therefore succeeds.

Non-Distinctiveness - Section 2

[56] While there is a legal onus on the Applicant to show that the Mark is adapted to distinguish or actually distinguishes its wares from those of others throughout Canada, there is an initial evidential burden on the Opponent to establish the facts relied upon in support of the ground of non-distinctiveness [see *Muffin Houses Incorporated v The Muffin House Bakery Ltd* (1985), 4 CPR (3d) 272 (TMOB)]. Pursuant to its evidential burden, the Opponent is under an obligation to show that, as of the date of filing of the statement of opposition, one or more of its trade-marks had become known sufficiently to negate the distinctiveness of the Mark [see *Bojangles' International, LLC v Bojangles Café Ltd* (2004), 40 CPR (4th) 553, affirmed (2006), 48 CPR (4th) 427 (FC)].

[57] As discussed more fully in the analysis of the section 12(1)(d) ground of opposition, the Opponent was successful in establishing that its LUBRIDERM trade-mark had become fairly

well known as of the date of filing the statement of opposition and as a result, the Opponent has met its evidential burden. The difference in material dates is insignificant and for the reasons as identified above in the analysis of the section 12(1)(d) ground of opposition, I am not satisfied that the Applicant has discharged its burden of showing, on a balance of probabilities that there is no reasonable likelihood of confusion between the parties' trade-marks.

[58] Accordingly, the non-distinctiveness ground is also successful.

Non-Entitlement - Sections 16(3)(a), 16(3)(b) and 16(3)(c)

[59] Since the opposition has already succeeded under two grounds, I will not address these remaining grounds of opposition.

Disposition


[60] In view of the foregoing, pursuant to the authority delegated to me under section 63(3) of the Act, I refuse the application pursuant to section 38(8) of the Act.


Lisa Reynolds
Member
Trade-marks Opposition Board
Canadian Intellectual Property Office

Schedule “A”

Pharmaceutical and veterinary preparations and substances, namely, anti-infective preparations and substances; antiseptic preparations and substances; antimicrobial preparations and substances for use in the treatment of dermatologic ailments, namely tinea infections and other fungal infections of the skin (including scalp) and nails, gram-positive and gram-negative bacterial infections of the skin and nail, dandruff, acne, rosacea, ulcers, wounds; antibacterial preparations and substances for medical purposes, namely for treatment of tinea infections and other fungal infections of the skin (including scalp) and nails, gram-positive and gram-negative bacterial infections of the skin and nail, dandruff, acne, rosacea, ulcers, wounds; antifungal medications; medicated antifungal and antibacterial preparations and substances, namely, moisturizers, creams, lotions, gels, toners, cleansers, and cosmetics all for use in the treatment of dermatologic ailments, namely for the treatment of tinea infections and other fungal infections of the skin (including scalp) and nails, gram-positive and gram-negative bacterial infections of the skin and nail, dandruff, acne, rosacea, ulcers, wounds; antiviral preparations and substances for the treatment of dermatologic ailments, namely tinea infections and other fungal infections of the skin (including scalp) and nails; and anti-infectives.

Schedule "B"

<u>Trade-mark</u>	<u>Registration/ Application No.</u>	<u>Wares</u>
LUBRIDERM	TMA111,493	Medicinal skin lotion
LUBRIDERM	TMA423,802	Sunscreen and skin lotion
LUBRIDERM FOOT THERAPY	TMA479,295	Skin lotions and creams
LUBRIDERM SERIOUSLY SENSITIVE	TMA511,038	1) Skin and hand lotions and creams; 2) Hand and body lotion
LUBRIDERM HAND THERAPY	TMA479,296	Skin lotions and creams
 <p>Lubriderm LOTION SERIOUSLY SENSITIVE PEAUX TRÈS SENSIBLES</p>	TMA519,211	Skin care products, namely skin and hand lotions and creams and hand and body lotion

	TMA423,800	Cosmetics and toiletries, namely skin moisturizing lotion
<p>Lubriderm</p> <p>FOR SEVERELY DRY SKIN POUR LES PEAUX EXTRÊMEMENT SÈCHES</p> <p>Alpha Hydroxy Creme Renews and Replenishes</p> <p>AHA Crème alpha hydroxy qui renouvelle et revigore</p>	TMA469,661	Cosmetics and toiletries, namely skin moisturizing lotion
<p>Lubriderm Lotion</p> <p>LONG-LASTING SKIN CARE SOINS DURABLES POUR LA PEAU <i>Unscented · Non parfumée</i></p> <p>DAILY DEFENSE UV PROTECTION QUOTIDIENNE</p>	TMA446,010	Cosmetics and toiletries, namely skin moisturizing lotion
LUBRIDERM INTENSE SKIN REPAIR	1334666	Skin and bath cleansers, skin moisturizers, body and hand lotions and creams, essential oils for hands and body, skin creams and skin lotions and sunscreen preparations