

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

Citation: 2011 TMOB 45 Date of Decision: 2011-03-14

IN THE MATTER OF AN OPPOSITION by RPM, A Partnership to application No. 1,263,721 for the trade-mark STONESCAPE in the name of American Biltrite Intellectual Properties, Inc., a Delaware corporation

Background

- [1] On July 6, 2005, American Biltrite Intellectual Properties, Inc., a Delaware corporation (the Applicant), filed an application for the trade-mark STONESCAPE (the Mark) based upon proposed use of the Mark in Canada. The statement of wares, as revised, reads: "composite, non-vinyl flooring comprising of stone and polymers".
- [2] The application was advertised for opposition purposes in the *Trade-marks Journal* of December 27, 2006.
- On March 1st, 2007, RPM, A Partnership (the Opponent) filed a statement of opposition against the application, listing six grounds of opposition. The grounds of opposition are that the Applicant's application does not conform to the requirements of s. 30(i) of the *Trade-marks Act*, R.S.C. 1985, c. T-13 (the Act), the Mark is not registrable pursuant to s. 12(1)(d), the Applicant is not the person entitled to registration of the Mark pursuant to s. 16(3)(a), (b) and (c), and the Mark is not distinctive. The final five grounds are based on the likelihood of confusion with the Opponent's use and registration of its STON prefixed trade-marks, listed in the attached Schedule A, or its STONHARD trade-name.

- [4] The Applicant filed and served a counter statement, in which it denied the Opponent's allegations.
- [5] The Opponent's evidence consists of the affidavit of Mr. Thomas G. Higgins. The Applicant's evidence consists of the affidavits of Henry W. Winkleman, Jennifer Stecyk and Rohan Brown. Only Mr. Higgins was cross-examined on his affidavit and the transcript, exhibits and replies to undertakings all form part of the record.
- [6] Both the Applicant and the Opponent filed a written argument. An oral hearing was conducted at which both parties were ably represented.

Onus and Material Dates

- [7] The Applicant bears the legal onus of establishing, on a balance of probabilities, that its application complies with the requirements of the Act. There is however an initial 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 Ltd v. Molson Companies Ltd.* (1990), 30 C.P.R. (3d) 293 (F.C.T.D.) at 298; *Dion Neckwear Ltd. v. Christian Dior, S.A. et al.* (2002), 20 C.P.R. (4th) 155 (F.C.A.)].
- [8] The material dates that apply to the grounds of opposition are as follows:
 - s. 30 the filing date of the application [see *Georgia-Pacific Corp. v. Scott Paper Ltd.* (1984), 3 C.P.R. (3d) 469 (T.M.O.B.) at 475];
 - s. 12(1)(d) the date of my decision [see *Park Avenue Furniture Corporation v. Wickes/Simmons Bedding Ltd. and The Registrar of Trade Marks* (1991), 37 C.P.R. (3d) 413 (F.C.A.)];
 - s. 16(3) the filing date of the application [see s. 16(3)];
 - non-distinctiveness the date of filing of the opposition [see *Metro-Goldwyn-Mayer Inc.* v. *Stargate Connections Inc.* (2004), 34 C.P.R. (4th) 317 (F.C.)].

Preliminary Issue

- [9] The Applicant submits that the Opponent has not shown use of any of its marks. If any evidence of use has been shown, it submits that such use does not inure to the benefit of the Opponent pursuant to s. 50 of the Act. Section 50 of the Act provides as follows:
 - 50(1) For the purposes of this Act, if an entity is licensed by or with the authority of the owner of a trade-mark to use the trade-mark in a country and the owner has, under the licence, direct or indirect control of the character or quality of the wares or services, then the use, advertisement or display of the trade-mark in that country as or in a trade-mark, trade-name or otherwise by that entity has, and is deemed always to have had, the same effect as such a use, advertisement or display of the trade-mark in that country by the owner.
- [10] The Opponent is a partnership comprised of RPM Canada Company and RPM Canada Investment Company, both of which are holding companies that do not carry on business in Canada. StonCor Group Division is an operating division of the Opponent, and does business in Canada as Stonhard and StonCor Group (both registered business names of the Opponent). The Opponent's products are manufactured by StonCor Group Inc. in the U.S.A., and then imported and distributed in Canada by StonCor Group Division.
- [11] The Opponent explains that StonCor Group Division is selling its own products and is not relying on goods sold or manufactured by third parties. Since StonCor Group Division is part of a partnership, the Opponent submits that there is no need for quality control. Control over the character and quality of the wares or services, in the Opponent's view, is only needed in a s. 50 situation when the Opponent is relying on use by a licensee.
- [12] The Opponent has not produced any specimens, packaging, labels or invoices that show use of any of its marks with the wares. On the website *www.stoncorgroup.ca*, Stonhard is identified as part of the StonCor Group, which is described as "the single source for all your flooring, coating, lining ...and structural system requirements." While there is reference at the bottom right corner of each website page to "an RPM Canada...", given that the right side of each of the pages appear to have been cut off, it is not clear what the rest of this reference is to.
- [13] The product data sheets given to potential customers attached as Exhibit K to Mr. Higgins affidavit give a different message to the consumer. In this regard, Stonhard is identified

as a division of StonCor Group Inc. This message would indicate to consumers that the source of the wares is StonCor Group Inc. instead of the Opponent.

- [14] Mr. Higgins stated on cross-examination that the Opponent's wares are manufactured by and purchased from StonCor Group Inc. in the U.S.A. He further explained that StonCor Group Inc. is also a wholly owned subsidiary of RPM International Inc., just like the Opponent. The Opponent has not explained, however, the relationship between these two subsidiaries and their common parent. In my view, use by StonCor Group Inc. is not use by the Opponent as StonCor Group Inc. is a separate legal entity.
- [15] The fact that the Opponent and StonCor Group Inc. are both subsidiaries of RPM International Inc., and that the Opponent's operating division StonCor Group is selling the wares in Canada does not remove the need for quality control and the requirement that the use of the marks has been under license pursuant to s.50 of the Act. In this regard, corporate structure alone does not establish the existence of a licensing arrangement. At p. 254 of the decision in *MCI Communications Corp. v. MCI Multinet Communications Inc.* (1995), 61 C.P.R. (3d) 245 (T.M.O.B.) at p. 254, Member Martin commented as follows:

It was therefore incumbent on the opponent to evidence facts from which it could be concluded that an informal licensing arrangement existed and that the opponent had direct or indirect control of the character or quality of the services provided pursuant to that licensing arrangement. The opponent contends that it has met that burden by showing that MCIT and MCII are its wholly owned subsidiaries. That fact alone is, in my view, insufficient to establish the existence of a license within the meaning of s.50. There must also be evidence that the opponent controls the use of its trade-marks by its subsidiaries and takes steps to ensure the character and quality of the services provided.

[16] The evidence in the present case does not meet that test. While the Opponent has argued that there is no need for quality control because it is a partnership selling the product, the evidence shows that the product is manufactured by a third party in the U.S.A., and such company's name appears on the wares. The Opponent is not a partner with this other company. The only connection is that they are both subsidiaries of RPM International Inc.

[17] In view of the above, I must conclude that any use that has been shown does not inure to the benefit of the Opponent pursuant to s.50 of the Act.

Section 30(i) Ground

[18] Where an applicant has provided the statement required by s. 30(i), a s. 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 C.P.R. (2d) 152 (T.M.O.B.) at 155]. As this is not such a case, I am dismissing this ground of opposition.

Section 12(1)(d)

- [19] The s. 12(1)(d) ground of opposition turns on the issue of the likelihood of confusion between the Mark and each of the registered marks of the Opponent, listed in Schedule A.
- [20] I note that the Opponent's initial burden with respect to the s. 12(1)(d) ground has been satisfied because all of its registrations are in good standing.
- [21] I consider the Opponent's case to be strongest with respect to the ground that the Mark is not registrable pursuant to s. 12(1)(d) of the Act due to a likelihood of confusion with the Opponent's STONCOR and STONHARD marks.

test for confusion

[22] 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. In applying the test for confusion, the Registrar must have regard to all the surrounding circumstances, including those specifically enumerated in s. 6(5) of the Act, namely: a) the inherent distinctiveness of the trade-marks or trade-names and the extent to which they have become known; b) the length of time each has 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 or

trade-names in appearance or sound or in the ideas suggested by them. These enumerated factors need not be attributed equal weight.

- [23] The Supreme Court of Canada has discussed the appropriate process for assessing all the surrounding circumstances to be considered in determining whether two trade-marks are confusing in its decisions in *Mattel, Inc. v. 3894207 Canada Inc.* (2006), 49 C.P.R. (4th) 321 and *Veuve Clicquot Ponsardin v. Boutiques Cliquot Ltée et al.* (2006), 49 C.P.R. (4th) 401. It is with these general principles in mind that I shall now assess all of the surrounding circumstances.
- s. 6(5)(a) the inherent distinctiveness of the trade-marks and the extent to which each trademark has become known
- [24] All of the marks have a similar degree of inherent distinctiveness because they are each coined words. The marks are somewhat weak when used in association with the parties' wares and services because they all contain the component STON or STONE which suggests that the parties' flooring products are comprised of stone materials.
- [25] The strength of a trade-mark may be increased, however, by means of it becoming known through promotion or use. The Applicant's evidence shows some use of the Mark in Canada since 2005. In this regard, annual sales by the Applicant of flooring in Canada between October, 2005 and June 1, 2008, have been between \$160,000 and \$550,000. The Applicant's licensee American Biltrite (Canada) Ltd. has also spent more than \$110,000 promoting and advertising STONESCAPE at trade shows and in print media between 2005 and 2008.
- [26] The Opponent, on the other hand, claims use of its marks since at least the year 2000. To corroborate this assertion, the evidence of Mr. Higgins provides the following information:
 - Stonhard's annual sales of goods and services in Canada in association with the
 Opponent's marks for the years 2000 to 2007 have exceeded \$25 million (although I note
 no breakdown per mark has been provided);
 - Stonhard promotes the Opponent's registered wares and services through StonCor Group Division's websites, print advertisements in trade journals and other printed publications in Canada, by listings in directories of Canadian construction associations;

- In addition to promotion through its website and paid advertisements, StonCor Group
 Division provides promotional items to customers and potential customers and promotes
 its business by attendance at trade shows in Canada;
- StonCor Group Division has spent on average at least \$100,000 annually over the past several years on advertising and promoting its business and the Opponent's trade-marks in Canada;
- the Opponent's flooring products have been installed in various locations in Canada in at least seven provinces in a variety of different applications;
- one or more of the Opponent's marks appear on almost every product or service offered in Canada by the Opponent, primarily on brochures and invoices which accompany the wares at the time of delivery or shortly thereafter and/or on product data sheets and/or product instructions included at the time of delivery.
- [27] Based on the foregoing information, it would appear that the Opponent's marks have become known to a greater extent in Canada than the Mark. However, given that any use that has been shown does not inure to the benefit of the Opponent, the Opponent is unable to rely on any acquired reputation which may have arisen as a consequence of the unlicensed use of its registered marks. This factor therefore favours the Applicant.
- s. 6(5)(b) the length of time each trade-mark has been in use
- [28] The length of time that each mark has been in use favours the Applicant given the Opponent's failure to evidence use of its registered marks by itself.
- s. 6(5)(c) and (d) the nature of the wares, services or business; the nature of the trade
- [29] When considering the wares, services and trades of the parties, it is the statement of wares or services in the parties trade-mark application and registration that govern in respect of the issue of confusion arising under s. 12(1)(d) [see *Henkel Kommanditgesellschaft auf Aktien v. Super Dragon Import Export Inc.* (1986), 12 C.P.R. (3d) 110 (F.C.A.); *Mr. Submarine Ltd. v. Amandista Investments Ltd.* (1987), 19 C.P.R. (3d) 3 (F.C.A.); *Miss Universe Inc. v. Bohna*

(1994), 58 C.P.R. (3d) 381 (F.C.A.)]. The registered wares and services of the Opponent under its STONCOR mark are as follows:

Wares: Chemicals, namely two component epoxies, multicomponent mixtures of epoxies, curing agents and aggregates; fire resistant materials, namely cement-based coatings; protective epoxy coatings; plastic paint, varnishes and enamels; poured floors composed of polymers; reinforced plastic grating.

Services: Industrial and commercial installation services of floors, plastic grating, and flooring systems composed of epoxy resin, hardeners/curing agents for use with epoxy resins, and aggregates.

- [30] The registered wares of the Opponent under its STONHARD mark include: Chemicals namely: two component epoxies; multi-component mixtures of epoxies, curing agents and aggregates; multi-component mixtures of urethanes, resins and hardeners for use as floorings.
- [31] The parties' wares and services are related to the extent that both parties sell flooring products. The nature of the parties' wares, however, is different. In this regard, the evidence shows that the Opponent's flooring systems are installed by the Opponent or subcontractors at the premises of commercial and industrial businesses in the manufacturing, food and beverage, chemical processing and transportation sectors. The flooring system is placed on top of poured concrete floors that are shot or sand blasted, and installation may require the use of ventilation and protective gloves.
- [32] The Applicant's flooring products, on the other hand, are environmentally friendly PVC free flooring alternatives. They are comprised of composite, non-vinyl tiles sold at retail in cardboard boxes. Such products do not require that the flooring service be prepared by shot blasting and consumers installing the floors are not required to wear protective gloves or use proper ventilation.
- [33] With respect to the parties' channels of trade, the Opponent's wares are directed at a variety of commercial and industrial customers. The wares are not advertised to the general public nor sold at retail. Further, the Opponent installs the flooring system or contracts with a

third party for installation services. Finally, the average cost of installation of the Opponent's product is between \$50,000 and \$100,000.

- The Applicant's flooring tiles, on the other hand, are sold in boxes to flooring companies. The flooring companies then sell the goods to consumers, at a cost ranging between several hundred to several thousand dollars. The evidence also shows, however, that since 2005 the Applicant has distributed information materials and commercial samples to Canadian architectural firms, designers, facility managers, owners, construction contractors and retailers. There is also evidence that the Applicant's products have been used in similar locations as the Opponent's products such as hospitals and schools.
- [35] In view of the above, and notwithstanding the more expensive nature of the Opponent's wares and services, I consider that the parties' channels of trade could overlap.
- s. 6(5)(e) the degree of resemblance between the trade-marks in appearance or sound or in the ideas suggested by them
- [36] When considering the degree of resemblance between the marks, the marks have to be looked at in their entireties [Sealy Sleep Products v. Simpson's Sears Ltd. (1960), 33 C.P.R. 129 at 136 (Can. Ex. Ct.)]. Further, although the first component of a mark is often considered more important for the purpose of distinction, when that component is common, descriptive or suggestive, the significance of the first component decreases [see Conde Nast Publications Inc. v. Union des Editions Modernes (1979), 46 C.P.R. (2d) 183 (F.C.T.D.); Vancouver Sushiman Ltd. v. Sushiboy Foods Co. 22 C.P.R. (4th) 107 (T.M.O.B.); Park Avenue Furniture Corp. v. Wickes/Simmons Bedding Ltd. (1991), 37 C.P.R. (3d) 413 (F.C.A.); Phantom Industries Inc. v. Sara Lee Corp. (2000), 8 C.P.R. (4th) 109 (T.M.O.B.)]. In this regard, Member Pelletier noted the following in the decision Mövenpick Holding AG v. ExxonMobil Oil Corporation (2010), 86 C.P.R. (4th) 102 (T.M.O.B.) at 119:

In most instances, it is the first portion of a mark that is the most important for purposes of distinction, except where it is shown that the word is used in the trade, which is the case here. Where a trader uses as its trade-mark an ordinary word which is common to the trade, it cannot expect to hold a wide ambit of protection. In such cases relatively small differences between the marks will suffice to distinguish them.

[37] The following principles of trade-mark law from the decision in *General Motors v*. *Bellows* (1949), 10 C.P.R. 101 at 115-116 (S.C.C.) are also applicable to the present case:

...where a party has reached inside the common trade vocabulary for a word mark and seeks to prevent competitors from doing the same thing, the range of protection to be given him should be more limited than in the case of an invented or unique or non-descriptive word.

... where a trader adopts words in common use for his trade name, some risk of confusion is inevitable. But that risk must be run unless the first user is allowed unfairly to monopolize the words. The Court will accept comparatively small differences as sufficient to avert confusion. A greater degree of discrimination may fairly be expected from the public where a trade name consists wholly or in part of words descriptive of the articles to be sold or the services to be rendered.

No doubt there is a public interest against confusion of these marks, but on the other hand there is a like interest in the freedom of the individual trader in ordinary trade practices and in particular in using the main stock of the language. (emphasis added)

- [38] The marks in issue resemble each other to a fair degree in appearance, sound and ideas suggested owing to the term STON or STONE which forms the prefix of each of the marks in issue. However, as the component STON or STONE would readily be perceived as describing stone as a character of the parties' flooring products, the significance of this first component decreases. Accordingly, the consumer would likely discount the importance of this component and focus more on the other components of the marks which bear no resemblance to one another.
- [39] With respect to ideas suggested, the Applicant's mark suggests the idea of a stone product that provides an aesthetic view, such as a landscape, cityscape or seascape. On the other hand, the Opponent's STONHARD mark suggests a product that is hard as stone while its STONCOR mark has no apparent meaning.

Family of Marks

[40] The Opponent's agent submitted that as a further surrounding circumstance, I should consider that the Opponent's fifteen registered marks which each begin with the component "STON" for various types of flooring products and services form a family of marks. As such,

the Opponent submits that they are entitled to a wider measure of protection than would otherwise be the case if the determination were exclusively made on the basis of comparing one particular mark with another particular mark.

[41] In order to rely on a family of marks argument, however, the Opponent must prove use in Canada of at least three members of the family [see *McDonald's Corp. v. Yogi Yogurt* (1982), 66 C.P.R. (2d) 101 (F.C.T.D.)]. While there is some evidence of use of at least three of the Opponent's registered marks in the marketplace, such use does not inure to the benefit of the Opponent. I am therefore not satisfied that the Opponent can benefit from the reputation of the STON prefixed marks in the marketplace.

State of the Register

- [42] As a surrounding circumstance, the Applicant submitted evidence of the state of the register by way of the Stecyk affidavit. 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 [see *Ports International Ltd. v. Dunlop Ltd.* (1992), 41 C.P.R. (3d) 432 (T.M.O.B.)]. Inferences regarding the state of the marketplace based on state of the register evidence can only be drawn when a significant number of pertinent registrations are located [see *Kellogg Salada Canada Inc. v Maximum Nutrition Ltd.* (1992), 43 C.P.R. (3d) 349 (F.C.A.)].
- [43] The Stecyk affidavit includes the results of searches of the Trade-marks Register purporting to show that there were at least 44 active Canadian registrations and applications containing the element STONE or STON in association with flooring products or flooring systems at the date of her affidavit. The Opponent submits that of the registrations evidenced, very few bear a significant resemblance to the Opponent's marks, which are one word marks that begin with the component STON with no other additional matter.
- [44] I agree with the Opponent that not all of the registered marks as evidenced bear a significant resemblance to the Opponent's marks. Having said that, I respectfully disagree with the Opponent that only the marks that *begin* with the component STON or STONE are relevant

to the present case. In my view, state of the register evidence is relevant where it shows similar marks or portions of marks for similar wares or services. In the present case, I am satisfied that, at the date of Ms. Stecyk's affidavit, there were at least 18 relevant active one word trade-mark registrations and allowed applications which incorporate the element STON or STONE, either at the beginning or end of the trade-mark, that were registered or applied for in association with flooring products.

[45] Therefore, from the evidence furnished, I consider the number of registered marks located by Ms. Stecyk sufficient to conclude that it is common in the marketplace to adopt STON or STONE marks in the same field as that occupied by the Opponent's marks. Accordingly, consumers are presumably adept at distinguishing between one such mark and another. Given this evidence, it would be inappropriate to accord a wide scope of protection to the Opponent's trade-marks as they are weak marks.

State of the Marketplace

[46] Ms. Brown attended at a Home Depot in Ottawa and located two third party flooring products sold under the trade-marks GEMSTONE and SNAPSTONE. Ms. Brown also visited various websites for flooring products sold under marks which contained the component STONE and attached either pages from such websites or brochures she obtained from those companies whose websites she visited. Based on Ms. Brown's evidence, and hearsay deficiencies aside, I am prepared to infer that the term STONE is commonly used by third parties in the flooring products industry, signifying that consumers are accustomed to seeing this word in the relevant marketplace.

Conclusion

[47] The issue is whether a consumer who has a general and not precise recollection of the Opponent's marks, will, upon seeing the Mark, be likely to think that the related wares/services share a common source. Having considered all of the surrounding circumstances, I conclude that the Applicant has satisfied its burden to show that there is not a reasonable likelihood of confusion between the marks at issue. Given the ordinary meaning and significant use of the common element "ston" or "stone" by others as components of trade-marks in the flooring

products industry, marks which include this component cannot be given a broad scope of

protection. Further, the Opponent has not shown that any use of its STON prefixed marks has

inured to its benefit. I therefore do not consider that an ordinary consumer would, as a matter of

first impression, be likely to believe that the wares associated with the Opponent's marks and the

Mark were manufactured, sold or performed by the same person.

[48] The s. 12(1)(d) ground of opposition therefore fails.

Remaining Grounds of Opposition

[49] The remaining grounds of opposition also turn on a determination of the issue of the

likelihood of confusion between the Mark and the Opponent's marks. The material dates for

assessing the likelihood of confusion in respect of the non-entitlement and non-distinctiveness

grounds are, respectively, the Applicant's filing date and the date of opposition.

[50] Given the deficiencies in the Opponent's evidence, and the finding that the evidence of

use didn't inure to the benefit of the Opponent, I am not satisfied that the Opponent has met its

evidentiary burden under either of these grounds of opposition. In any event, I would not have

found the differences in material dates to have had any significant impact on the determination of

the issue of confusion between the trade-marks of the parties. Thus, my finding above that the

trade-marks are not likely to be confused would have for the most part also applied to these

grounds of opposition which would have also failed.

Disposition

[51] In view of the above, and pursuant to the authority delegated to me under s. 63(3) of the

Act, I reject the opposition pursuant to s. 38(8) of the Act.

Cindy R. Folz

Member

Trade-marks Opposition Board

Canadian Intellectual Property Office

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Schedule A

Trade-mark	Registration No.	Wares/Services
STONCOR	618,493	Wares: Chemicals, namely two component epoxies, multicomponent mixtures of epoxies, curing agents and aggregates; fire resistant materials, namely cement-based coatings; protective epoxy coatings; plastic paint, varnishes and enamels; poured floors composed of polymers; reinforced plastic grating. Services: Industrial and commercial installation services
		of floors, plastic grating, and flooring systems composed of epoxy resin, hardeners/curing agents for use with epoxy resins, and aggregates.
STONLOK	490,600	Grouts. Adhesives for use in the construction industry.
STONHARD	358,576	Chemicals namely: two component epoxies; multicomponent mixtures of epoxies, curing agents and aggregates; multicomponent mixtures of urethanes, resins and hardners for use as floorings.
STONSEAL	419,085	Protective coatings; two component, general service polyurethane coatings; colorable protective coatings; weather-resistant, color-retentive coatings; aliphatic polyurethane coatings; chemical and abrasion-resistant coatings.
STONKOTE	419,083	Colorable two component epoxy-resin based coating materials; epoxy resins, hardeners/curing agents for use with epoxy resins; high and 100% solids coatings; temperature-resistant coatings; corrosion- resistant coatings; abrasion-resistant coatings; chemically- resistant coatings; epoxies; epoxy hardeners and epoxy resins.
STONGLAZE	419,084	Colorable high performance epoxy-based coatings; high- solids, chemically resistant coatings; two-component epoxy based coatings having epoxy and hardener components; fiber glass reinforced coatings; epoxy and epoxy curing agents and epoxies.
STONLINER	418,065	Epoxy-based novolac epoxy, vinylester and polyester coating materials; high performance coatings used in food

		processing equipment, chemical processing environments, pulp and paper processing and in electrical power generating equipment; protective coatings; epoxy-based coating materials; chemical resistant coating materials; abrasion resistant coating materials; corrosion-resistant coating materials; sprayable coating materials; temperature-resistant coating materials; epoxy-based primers; multi-component mortars including epoxy resin, curing agent and graded aggregate components and mortars.
STONECREST	418,066	Colorable protective coatings; solvent-based, general service, epoxy polyamide coatings; chemical and abrasion-resistant solvent-based epoxy coatings; two-component epoxy-based coatings; epoxies and epoxy hardeners.
STONSHIELD	402,558	Epoxies, resins, aggregates for use as flooring.
STONPROOF	402,561	Waterproofing membranes and epoxies.
STONCLAD	402,559	Epoxies, resins and aggregates for use as flooring.
STONFLEX	396,635	Sealants
STONCRETE	396,080	Grout
STONSET	474,547	Grouts
STONLUX	423,546	Epoxies, resins and aggregates used in seamless floorings and floor coatings; conductive elements namely carbon fibres.