



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

**Citation: 2017 TMOB 134**

**Date of Decision: 2017-09-29**

**IN THE MATTER OF A SECTION 45 PROCEEDING**

**Robinson Sheppard Shapiro  
S.E.N.C.R.L./L.L.P.**

**Requesting Party**

**and**

**Fairtrade Canada Inc.**

**Registered Owner**

**TMA607,646 for**

**Registration**

**FAIR TRADE CERTIFIED & DESIGN**

[1] At the request of Robinson Sheppard Shapiro S.E.N.C.R.L./L.L.P. (the Requesting Party), the Registrar of Trade-marks issued a notice under section 45 of the *Trade-marks Act*, RSC 1985, c T-13 (the Act), on July 16, 2015, to Fairtrade Canada Inc. (the Owner), the registered owner of registration No. TMA607,646 for the certification mark FAIR TRADE CERTIFIED & DESIGN, reproduced below (the Mark):



[2] The Mark consists of the words FAIR TRADE CERTIFIED in an upper band and CERTIFIÉ ÉQUITABLE in a lower band, with a black-and-white a line drawing in between. The line drawing features a human figure holding two bowls, against a stylized globe background.

[3] The Mark is registered for use in association with the following goods:

Food products, namely green coffee beans, roasted coffee beans, ground coffee.

[4] Section 45 of the Act requires the registered owner of the certification mark to show whether the trade-mark has been used in Canada in association with each of the goods and services specified in the registration at any time within the three-year period immediately preceding the date of the notice and, if not, the date when the trade-mark was last used and the reason for the absence of such use since that date. In this case, the relevant period for showing use is July 16, 2012 to July 16, 2015.

[5] The relevant definition of “use” in association with goods is set out in section 4(1) of the Act as follows:

4(1) A trade-mark is deemed to be used in association with goods if, at the time of the transfer of the property in or possession of the goods, in the normal course of trade, it is marked on the goods themselves or on the packages in which they are distributed or it is in any other manner so associated with the goods that notice of the association is then given to the person to whom the property or possession is transferred.

[6] Section 2 of the Act defines a “certification mark”, as follows:

“certification mark” means a mark that is used for the purpose of distinguishing or so as to distinguish goods or services that are of a defined standard with respect to

- (a) the character or quality of the goods or services,
- (b) the working conditions under which the goods have been produced or

the services performed,

(c) the class of persons by whom the goods have been produced or the services performed, or

(d) the area within which the goods have been produced or the services performed,

from goods or services that are not of that defined standard.

[7] In addition, sections 23(1) and (2) of the Act provide as follows:

(1) A certification mark may be adopted and registered only by a person who is not engaged in the manufacture, sale, leasing or hiring of goods or the performance of services such as those in association with which the certification mark is used.

(2) The owner of a certification mark may license others to use the mark in association with goods or services that meet the defined standard, and the use of the mark accordingly shall be deemed to be use thereof by the owner.

[8] In this case, the following defined standard is set out in the registration:

The wares shall be produced, imported, processed and/or distributed in conformity with defined standards as set in the attached Certification Manual and shall either be sourced from organizations of small producers or from establishments using hired workers. The organizations of small producers shall: be composed mainly of small producers; be able to demonstrate accountability to its members and for the resources used in its activities; use a portion of its income from the wares to invest in community initiatives for the improvement of social and economic conditions of its members; ensure the respect of national norms concerning the use and storage of pesticides; encourage its members to use environmentally sound methods of production; receive a set price or premium over the market price as defined in the attached Certification Manual. The hired workers shall: receive minimum wages and benefit from safe and stable working conditions as defined by national legislation in the country of production; have the right and be given the opportunity to form a labour union; determine the use of the funds from the price premium associated with the sale of the wares through their elected representatives on a joint committee of workers and management representatives; use the funds for social and economic initiatives to improve their socio-economic conditions. Where wares contain ingredients that cannot be sourced according to the above criteria, the wares shall: contain at least 20% Fair Trade Certified ingredients by dry weight; contain only Fair Trade Certified ingredients where standards exist for those ingredients.

[9] It is well established that mere assertions of use are not sufficient to demonstrate use in the context of section 45 proceedings [*Plough (Canada) Ltd v Aerosol Fillers Inc* (1980), 53 CPR (2d) 62 (FCA)]. Although the threshold for establishing use in section 45 proceedings is quite low [*Woods Canada Ltd v Lang Michener* (1996), 71 CPR (3d) 477 (FCTD)], and

evidentiary overkill is not required [*Union Electric Supply Co Ltd v Registrar of Trade Marks* (1982), 63 CPR (2d) 56 (FCTD)], sufficient facts must still be provided to permit the Registrar to arrive at a conclusion of use of the trade-mark in association with each of the goods specified in the registration during the relevant period [*John Labatt Ltd v Rainier Brewing Co* (1984), 80 CPR (2d) 228 (FCA)].

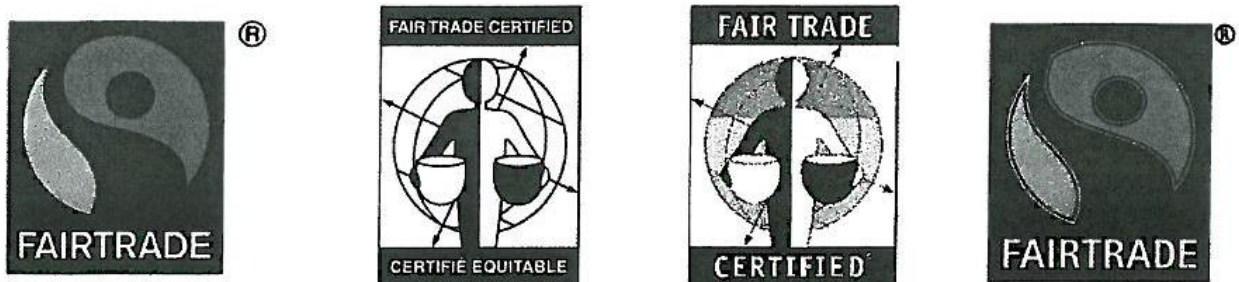
[10] In response to the Registrar’s notice, the Owner furnished the affidavit of its Office Manager, Suzanne Blais, sworn on October 16, 2015.

[11] Only the Requesting Party filed written representations. An oral hearing was not requested.

THE OWNER’S EVIDENCE

[12] Ms. Blais states that the Owner is a “national, non-profit fair trade certification organization” located in Ottawa. She explains that the Owner is the only Canadian member of a global network of 25 “Fairtrade organizations” led by Fairtrade International.

[13] Ms. Blais attests that the Owner is currently licensing 119 Canadian companies to sell “coffee beans, roasted coffee beans, and ground coffee” in Canada in association with various “Fairtrade Certification Marks”. In support, she attaches as Exhibit C to her affidavit an excerpt from the “standard form licence agreement applicable to licensees during the Relevant Period”. This excerpt from the agreement depicts four design marks the under the definition of a “Fairtrade Certification Mark”, as follows:



[14] As can be seen, the Mark is one of these four licensed design marks. One of the other licensed design marks is also similar to the Mark. However, in that similar design, the French

words are omitted, the English words are redistributed, and the background element is shaded. The remaining two licensed design marks differ substantially from the Mark: they feature the word FAIRTRADE under a simpler design resembling a yin and yang symbol.

[15] As noted by Ms. Blais and set out in the exhibited excerpt, the standard form licence agreement grants licensees the right to use any one of these four licensed design marks in association with products and promotional items approved by the Owner and listed in “Appendix 1” of the agreement.

[16] Ms. Blais explains that the Owner is responsible for certifying that Canadian products bearing the Mark “have been produced, imported, processed and/or distributed in conformity with the standards set in the Trade Certification – Standard Operating Procedure manual based on International Fairtrade Standards”, which she calls the “Defined Standard”. Ms. Blais attests that the Owner’s licensees “are required in their licenses to conform to the character and quality of the goods set out in [this standard]”. I note that the agreement excerpt at Exhibit C also provides that “improper use of the Fairtrade Certification Mark can lead to termination of this agreement.”

[17] With respect to use of the Mark in association with the registered goods, Ms. Blais states that, because “[the Owner’s] activity is certifying, not selling, goods”, the Owner does not have access to licensees’ retail sales invoices and has no authority to demand them. She also states that there are no invoices specifying which of the licensed marks was used in association with any given product. Ms. Blais states that she is therefore “providing evidence that Fairtrade Canada has licensed the use of [the Mark] on each of the goods listed in the registration during the Relevant Period, and also evidence that reasonably points to the goods bearing [the Mark] being sold in the market during the Relevant Period”.

[18] The relevant exhibits attached to Ms. Blais’ affidavit in this regard are as follows:

- With respect to licensing, Exhibit D is a two-page document titled “Canadian coffee companies currently licensed with Fairtrade Canada (Date: October 15th 2015)”. Ms. Blais explains that this document is an internal record of the Owner’s licensees, redacted to maintain confidentiality “with respect to our business operations”. Three

licensee names are left visible: Club Coffee LP, Just Us! Coffee Roasters Co-Op, and Merchants of Green Coffee.

- In addition, attached as Exhibit J is a one-page document titled “Licensing Fee clauses from Fairtrade Canada’s standard form licensing agreement”. Ms. Blais explains that the clauses set out in this excerpt describe how licence fees for use of the Mark are calculated. As noted by Ms. Blais, clause 6(b) provides for a licence fee “payable based on volume or value of sales”—Ms. Blais attests that this is the licensing fee “structure” applicable to all of the invoices attached as exhibits to her affidavit.
- With respect to sales of the registered goods, Exhibit E is an October 2015 homepage printout from the Merchants of Green Coffee website. Ms. Blais explains that Merchants of Green Coffee is a café in Toronto and a licensee of the Mark for “green coffee beans” during the relevant period. As noted by Ms. Blais, the website indicates that Merchants of Green Coffee has been “sourcing and selling the highest quality certified green arabica coffees for over 20 years.” I note that the homepage also contains the statement “We roast, brew and teach all things coffee”.
- Exhibit F is another printout from Merchants of Green Coffee’s website. As observed by Ms. Blais, this webpage indicates that Merchants of Green Coffee attended the weekly Leslieville Farmers’ Market in Toronto “[e]very Saturday & Sunday during summer 2014 (May 26 – Oct 27)”. I note that the advertisement specifically states, “We will be roasting and brewing single origin coffee every Saturday & Sunday in the summer at the Leslieville Farmers’ Market. Come join us for a truly fresh cup of coffee in the open air!” The advertisement does not indicate whether unroasted coffee beans were also available for sale through this venue.
- Exhibit G is a printout from the Leslieville Farmers’ Market website. As referenced by Ms. Blais, the website lists Merchants of Green Coffee as a vendor, with the notation “Click on the vendors below for a drop-down description”. Indeed, that description appears on the printout, together with a product photograph.
- Exhibit H is an enlarged image of the product photograph in Exhibit G. The photograph

depicts rows of bags labelled “FRESH COFFEE NETWORK™ LOCAL ARTISAN COFFEE SPECIALTY GRADE ARABICA COFFEE ORGANIC • FAIR TRADE LOCALLY ROASTED”. A design consistent with the Mark is displayed on each bag. The word elements are illegible, but consistent in size and shape with the word elements in the Mark.

- Exhibit I is an invoice from the Owner to Merchants of Green Coffee dated during the relevant period. Ms. Blais attests that the “Amount” and “Total Amount” fields, which have been redacted, contain the licence fees payable to the Owner for use of the Mark in association with “Fair Trade Medium Roast”. The invoice description indicates that it is for kilograms of “Coffee”, although the precise number of kilograms has been redacted. Although Ms. Blais refers to the invoice as representing sales during “Q4 of 2015”, the invoice description itself is dated “Q1 2015”, which I interpret as referring to coffee sold in the first quarter of 2015.
- Exhibit K is an image of a label for “Organics PC Fair Trade Medium Roast whole bean coffee”. Ms. Blais identifies the image as a label specimen for coffee sold by Club Coffee LP, a Toronto “roaster, manufacturer and distributor of packaged coffee”. Ms. Blais attests that Club Coffee was a licensee of the Mark for “roasted coffee beans” during the relevant period. She further attests to having “personal knowledge” of Club Coffee’s Fair Trade Medium Roast whole bean coffee being “available on the market, at the very least, immediately prior to when the Registrant received [the section 45 notice]”. A design consistent with the Mark is displayed on the depicted label. Again, the word elements are illegible, but they are consistent in size and shape with the word elements in the Mark.
- Exhibits L and M each contain an October 2015 printout of a webpage with the title “PC Organics Fair Trade Medium Roast Whole Bean Coffee | Loblaws”. Ms. Blais attests that the respective printouts are from “the online store of President’s Choice” and “the online store of Atlantic Superstore, the distributor of President’s Choice products in Atlantic Canada”. As noted by Ms. Blais, the webpages display a product bearing the label depicted at Exhibit K.
- Exhibit N contains two invoices from the Owner to Club Coffee, dated during the

relevant period. The dollar amounts have again been redacted, but Ms. Blais indicates that they are the licence fees for use of the Owner's certification marks. The invoices list kilograms of "Coffee" for Canada and the United States for "Q4 2014" and "Q2 2015".

- Exhibit O is an image depicting a row of "just us!" coffee bags, which Ms. Blais identifies as the packaging for the coffee products of Just Us! Coffee Roasters Co-Op, a group of coffeehouses in Nova Scotia. Ms. Blais attests that Just Us! Coffee was another licensee of the Mark for "roasted coffee beans" during the relevant period. I note that the depicted bags include a bag of "Whole Bean" coffee that, although partially obscured, appears to be labelled "French Roast". A design consistent with the Mark is displayed on the bag, although the quality of the image is such that the word elements are barely visible.
- Exhibits P, Q and R contain screen captures that Ms. Blais attests are from the Facebook pages of Just Us! Coffee and its Grand Pré coffeehouse. Ms. Blais attests that these pages were accessed from links on the Just Us! Coffee website, printouts of which are included in Exhibits P and Q. Each screen capture shows part of a 2014 post by Just Us! Coffee with an image featuring coffee bags. Ms. Blais identifies the depicted coffee bags as the type of coffee to be sold at an event in the coffeehouse (Exhibit P) and as coffee being sold "in a grocery store" (Exhibit Q) and "in the Cole Harbour, N.S. Sobeys location" (Exhibit R). The clearest image (Exhibit P) shows a bag whose label references Just Us! Coffee with the descriptive text "Whole Bean" and "CERTIFIED FAIR TRADE | ORGANIC". A design consistent with the Mark is displayed on this bag, but the quality of the image is such that the word elements are barely visible. The corresponding post appears to advertise "free samples" of the product.
- Exhibits S and T contain an image of a label for "President's Choice Fair Trade Ground Coffee", on its own and in two 2015 webpage printouts titled "PC Fair Trade Ground Coffee – Latin America Dark Roast | Loblaws". Ms. Blais attests that the exhibited image is from "the President's Choice online store". She identifies the depicted label as packaging for a product sold by Club Coffee, which she states is also a licensee of the Mark for "ground coffee". A design consistent with the Mark is displayed on the label;



once again, the word elements are illegible, but they are consistent in size and shape with those in the Mark. The webpage at Exhibit T also includes three customer reviews for the product, including a review dated March 31, 2011. In this respect, Ms. Blais states, “I believe that the presence of a review prior to the Relevant Period in combination with the presence of the goods shortly after the Relevant Period supports a reasonable inference that [the Mark] was used in association with ground coffee during the Relevant Period”.

#### ANALYSIS

[19] The Requesting Party submits that the Owner has furnished only a limited amount of indirect documentary evidence, which fails to support the “assumptions and inferences” required for a conclusion of use of the Mark in association with the registered goods during the relevant period.

[20] The Owner, as noted above, did not make written or oral representations. However, in her affidavit, Ms. Blais expresses her belief that the evidence “reasonably points to the goods bearing [the Mark] being sold in the market during the Relevant Period” and that the Owner’s “position as a licensor of a Certification Mark should be a relevant consideration in assessing this evidence”.

[21] At the outset, I note that evidence in a section 45 proceeding must be considered as a whole and the exhibits interpreted in conjunction with the statements made in the affidavit [see, for example, *Fraser Milner Casgrain LLP v Canadian Distribution Channel Inc* (2009), 78 CPR (4th) 278 (TMOB)]. Moreover, reasonable inferences can be made from the evidence provided [see *Eclipse International Fashions Canada Inc v Shapiro Cohen*, 2005 FCA 64, 48 CPR (4th) 223 (FCA)]. However, a registered owner must still establish a *prima facie* case of use of the trade-mark in association with each of the goods specified in the registration [*Diamant Elinor Inc v 88766 Canada Inc*, 2010 FC 1184, 90 CPR (4th) 428]. In other words, the Registrar must be able to “rely on an inference from proven facts rather than on speculation” to satisfy every element required by the Act [*Diamant Elinor, ibid* at paragraph 11; see also *Smart & Biggar v Curb*, 2009 FC 47, 72 CPR (4th) 176 at paragraph 20].

### **Use by the Owner's licensees**

[22] In the present case, the Owner furnished evidence concerning the activities of various licensees. The Requesting Party submits that Ms. Blais' "contention" that these entities were licensed to use the Mark on the registered goods is not supported by copies of their licence agreements or other evidence. However, it is not necessary to furnish a written licence agreement to establish licensed use of a trade-mark [see *Wells' Dairy Inc v UL Canada Inc* (2000), 7 CPR (4th) 77 (FCTD)]. In a section 45 proceeding, a clear statement attesting to the registered owner's control over the character or quality of goods sold under a licence is sufficient, per *Empresa Cubana del Tabaco v Shapiro Cohen*, 2011 FC 102, 91 CPR (4th) 248. Although that case dealt with licensed use under section 50 of the Act, I consider it reasonable to apply the same principle to licensed use under section 23(2) of the Act as well.

[23] In this case, Ms. Blais clearly attests that the Owner licensed the companies she identifies as "licensees" to use the Mark on specific coffee goods during the relevant period. Ms. Blais further attests that the Owner is responsible for certifying that licensed products bearing the Mark in Canada conform to "the Defined Standard" in respect of their character and quality.

[24] I note that, while Ms. Blais references the Act elsewhere in her affidavit, she does not explicitly state that she is using the term "Defined Standard" within the meaning of the Act. Nevertheless, I am prepared to accept the licensed use described by Ms. Blais as use deemed to be use by the Owner pursuant to section 23(2). In this respect, I am mindful that section 45 proceedings are limited in scope and not intended to try contested issues of fact [see *Meredith & Finlayson v Canada (Registrar of Trade Marks)* (1991), 40 CPR (3d) 409 (FCA)]. Indeed, the Requesting Party made no submissions regarding the contents of the referenced standard.

[25] In any event, given that Ms. Blais attests to the Owner's control over the character and quality of goods approved for sale in association with the Mark, I am also satisfied that licensed use described by Ms. Blais enures to the Owner's benefit in accordance with section 50 of the Act.

## **Coffee sales**

[26] The Owner furnished copies of its invoices to Merchants of Green Coffee and Club Coffee as evidence of sales of kilograms of “Coffee” during the relevant period. Ms. Blais explains that the invoices are for licence fees calculated based on actual sales volumes as listed in the invoices. Accordingly, I accept that the Owner’s licensees Merchants of Green Coffee and Club Coffee sold coffee in the normal course of trade during the relevant period.

[27] The Owner also furnished images of coffee offered by its licensee Just Us! Coffee. However, evidence that goods were advertised or made available for purchase is, in itself, insufficient; the Owner must provide evidence from which the Registrar may conclude that the goods were actually transferred in the normal course of trade [see *Michaels & Associates v WL Smith & Associates Ltd* (2006), 51 CPR (4th) 303 (TMOB); *Riches, McKenzie & Herbert LLP v Cleaner’s Supply Inc*, 2012 TMOB 211, 2012 CarswellNat 5229].

[28] As for which of the registered coffee goods were sold in Canada in association with the Mark, the Requesting Party correctly notes that the furnished invoices reference neither the Mark, nor the registered goods. However, focusing on individual pieces of evidence is not the correct approach [see *Kvas Miller Everitt v Compute (Bridgend) Ltd* (2005), 47 CPR (4th) 209 (TMOB)]. The exhibited invoices must be considered in conjunction with the other furnished exhibits and Ms. Blais’ sworn statements. In this respect, I will address each of the registered goods in turn.

## ***Roasted coffee beans***

[29] Ms. Blais attests that Club Coffee LP was a licensee of the Mark for “roasted coffee beans” during the relevant period. In support, at Exhibits K, L and M to her affidavit, she provides an image of the label for the licensed product “Organics PC Fair Trade Medium Roast whole bean coffee” and two printouts showing the product for sale online. Although the printouts are dated after the relevant period, she attests to having personal knowledge of this product being available on the market immediately prior to the date of the section 45 notice. In the circumstances, I find it reasonable to infer that the “Coffee” sales reflected in the Owner’s

invoices to Club Coffee included “roasted coffee beans” and that the depicted label is representative of how such products were labelled during the relevant period.

[30] As noted by the Requesting Party, the exhibited label and website printouts do not themselves reference Club Coffee. Instead, President’s Choice, Loblaws and Atlantic Superstore are referenced, and Ms. Blais does not explain the licensee’s relationship to these entities. However, I accept at face value Ms. Blais’ statement that the depicted product is from Club Coffee. In a section 45 proceeding, an affiant’s statements must be accorded substantial credibility [see *Ogilvy Renault v Compania Roca-Radiadores SA*, 2008 CarswellNat 776 (TMOB)]. Moreover, I accept that, by virtue of her experience and position with the Owner, Ms. Blais would be in a position to have knowledge of the Owner’s licensees and their products. In this respect, the standard form licence agreement requires licensed products to be approved by the Owner and listed in an appendix to each agreement. Therefore, I am satisfied that any evidenced use of the Mark on the exhibited product label would enure to the Owner’s benefit.

[31] The Requesting Party argues that the certification mark is “illegible” in the exhibited label image. However, the shape of the word elements is discernible and I am satisfied that the licensed mark displayed appears to be the Mark as registered.

[32] In summary, although the evidence with respect to sales of roasted coffee beans in association with the Mark during the relevant period is by no means strong, the Owner need only make out a *prima facie* case of use. On balance, I am satisfied that the Owner has demonstrated use of the Mark in association with “roasted coffee beans” within the meaning of sections 4 and 45 of the Act.

### ***Ground coffee***

[33] With respect to the registered good “ground coffee”, Ms. Blais attests that Club Coffee is also licensed to sell this product in association with the Mark. However, in contrast to her evidence for roasted coffee beans, Ms. Blais does not attest to having personal knowledge of Club Coffee’s ground coffee having been on the market during the relevant period. She merely states that it would be “reasonable” to infer that the Mark was used in association with ground coffee at the time, based on the exhibited product review dated a year prior to the relevant period

and the exhibited printout from an online store dated several months after the end of the period (Exhibits S and T).

[34] However, such exhibits are not particularly probative. In particular, even if the advertised brand of ground coffee was also sold in Canada during the relevant period, there is no evidence that any such sales would have been made in association with the Mark—as opposed to one of the other Fairtrade Certification Marks. As Ms. Blais does not attest to having personal knowledge or corporate records of the advertised product’s availability during the relevant period, I am not prepared to infer that the labelling image found online *after* the relevant period is representative of labelling applied to the product *during* the relevant period.

[35] In the circumstances, I am not satisfied that the Owner has demonstrated use of the Mark in association with “ground coffee” within the meaning of sections 4 and 45 of the Act.

### ***Green coffee beans***

[36] Similarly, although Ms. Blais attests that Merchants of Green Coffee was a licensee of the Mark for “green coffee beans” during the relevant period, she does not attest to having personal knowledge of the availability of a specific green coffee bean product on the market at the time. Rather, she relies on printouts from the licensee’s website, which describe the company’s products generally (Exhibit E) and advertise the company’s presence at a farmers’ market held during the relevant period (Exhibit F). With respect to display of the Mark, she relies on a product image next to the company’s description on the farmers’ market website (Exhibits G and H).

[37] However, these exhibited webpages do not advertise the sale of “green coffee beans” in association with the Mark during the relevant period. Rather, they indicate that Merchants of Green Coffee will be “roasting and brewing” coffee and invite customers for “a truly fresh cup”. Indeed, the exhibited product image from the farmers’ market website is labelled “LOCALLY ROASTED”.

[38] Given that the Owner distinguished between “roasted” coffee beans and “green” coffee beans in its registration, and in the absence of representations from the Owner on this point, I am not satisfied that any roasted coffee sold at the farmers’ market corresponds to the registered

good “green coffee beans”. Without further particulars from Ms. Blais or submissions from the Owner, it is not clear that the term “green” in this context has a broader definition than “unroasted”. Moreover, there is no indication in the exhibits that the product sold at the farmers’ market was in bean form, as opposed to ground or brewed form.

[39] Accordingly, even if I were to accept that the image at Exhibits G and H depicts coffee products sold during the relevant period, I am not prepared to infer that the depicted labelling is representative of labelling applied to *green coffee beans* sold during the relevant period. Even if it is reasonable to infer that Merchants of Green Coffee sold green coffee beans under a Fairtrade Certification Mark during the relevant period, there is no evidence that any such sales would have been made in association with the Mark in particular.

[40] In view of the foregoing, I am not satisfied that the Owner has demonstrated use of the Mark in association with “green coffee beans” within the meaning of sections 4 and 45 of the Act.

#### DISPOSITION

[41] In summary, I am only satisfied that the Owner has demonstrated use of the Mark in association with “roasted coffee beans” within the meaning of sections 4 and 45 of the Act.

[42] As the Owner furnished no evidence of special circumstances excusing non-use of the Mark in association with the remaining goods, the registration will be amended accordingly.

[43] In view of all of the foregoing, pursuant to the authority delegated to me under section 63(3) of the Act and in compliance with section 45 of the Act, the registration will be amended to delete the goods “green coffee beans” and “ground coffee”.

[44] The amended statement of goods will be as follows: “Food products, namely roasted coffee beans”.

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Oksana Osadchuk  
Hearing Officer  
Trade-marks Opposition Board  
Canadian Intellectual Property Office

**TRADE-MARKS OPPOSITION BOARD  
CANADIAN INTELLECTUAL PROPERTY OFFICE  
APPEARANCES AND AGENTS OF RECORD**

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**HEARING DATE** No Hearing Held

**AGENTS OF RECORD**

Fasken Martineau Dumoulin LLP

FOR THE REGISTERED OWNER

Robinson Sheppard Shapiro S.E.N.C.R.L./L.L.P.

FOR THE REQUESTING PARTY