



LE REGISTRAIRE DES MARQUES DE COMMERCE  
THE REGISTRAR OF TRADEMARKS

**Citation: 2019 TMOB 98**

**Date of Decision: 2019-08-30**

**IN THE MATTER OF AN OPPOSITION**

**Mastercard International Incorporated**

**Opponent**

**And**

**MASTERCOM Consulting Ltd.**

**Applicant**

**1,697,323 for MASTERCOM Logo**

**Application**

INTRODUCTION

[1] Mastercard International Incorporated (the Opponent) opposes registration of the trademark MASTERCOM Logo, depicted below (the Mark), applied for under application No. 1,697,323 by MASTERCOM Consulting Ltd. (the Applicant):



[2] The application was filed based on use in Canada since May 1, 2014, in association with the services “development, provision and support of computer software for the Insurance industry for insurance policy management” (the Services).

[3] The Opponent owns, *inter alia*, a registration for the trademark MASTERCOM & DESIGN covering the goods “computer programs” and the services “financial services namely providing verification of the cardholder’s signature to enable the card issuing institution to settle disputed transaction amount; and telecommunication services, namely transmission of data through the use of electronic image processing”.

[4] The determinative issue in this proceeding is the likelihood of confusion between the applied for trademark MASTERCOM Logo with the Opponent’s MASTERCOM & DESIGN trademark. For the reasons set out below, I find that the application ought to be refused.

#### THE RECORD

[5] The application for the Mark was filed on October 8, 2014, and was advertised for opposition purposes in the *Trademarks Journal* of December 16, 2015.

[6] On May 16, 2016 the Opponent filed a statement of opposition under section 38 of the *Trademarks Act*, RSC 1985, c T-13 (the Act). The grounds of opposition pleaded by the Opponent include sections 12(1)(d), 16(1)(a), 2, and 30 of the Act. As the Act was amended on June 17, 2019, all references in this decision are to the Act as amended, with the exception of references to the grounds of opposition (see section 70 of the Act which provides that section 38(2) of the Act as it read prior to June 17, 2019 applies to applications advertised before this date).

[7] The Applicant filed a counter statement on June 7, 2016.

[8] In support of its opposition, the Opponent filed certified copies of its trademark registrations. In support of its application, the Applicant filed the statutory declaration of Roger Dawson. Mr. Dawson was not cross-examined on his evidence.

[9] Only the Opponent filed a written argument, in which it indicated that it was no longer relying on the ground of opposition pleaded under section 2, and on two of the three grounds of opposition pleaded under section 30(i) of the Act. The Opponent also indicated that it was no longer relying on its use of the word mark MASTERCOM in Canada for the ground of opposition pleaded under section 16(1)(a) of the Act. Neither party requested a hearing.

#### OVERVIEW OF THE EVIDENCE

##### **The Opponent's evidence – Certified copies**

[10] Certified copies of ten MASTER- prefixed registrations standing in the name of the Opponent, including for the trademark MASTERCOM & DESIGN, were filed by the Opponent. The particulars of these registrations are set out in Schedule A to this decision.

##### **The Applicant's evidence – Evidence Statement of Roger Dawson**

[11] In his statutory declaration, Mr. Dawson identifies himself as the president and sole shareholder of the Applicant (para 1a). As there are significant evidentiary shortcomings in Mr. Dawson's declaration, which are noted below, it has been accorded little weight.

[12] Mr. Dawson states that the Applicant has "been using a MASTERCOM trademark since it was incorporated in 1982..." (para 1b). However, this assertion is not substantiated by any evidence of trademark use, either of a MASTERCOM trademark or the Mark at issue, in the declaration.

[13] Mr. Dawson then discusses the 'evolution of the Mark by its distinctiveness' (paras 2a-c), and provides an analysis of the likelihood of confusion between the Mark and the Opponent's MASTERCOM & DESIGN trademark (paras 3-7). I have disregarded these statements as they amount to Mr. Dawson's opinion on questions of fact and law that are to be determined by the Registrar.

[14] Mr. Dawson also provides what appear to be excerpts of Google search results for "MASTERCOM & DESIGN", purportedly to demonstrate that the Opponent's mark is "not known at all in Canada" (para 3). Excerpts of Google search results for the word

“MASTERCOM” are also included to support Mr. Dawson’s contention that the nature of the services do not overlap (para 4). Notwithstanding the issue of the general reliability of Google search results [see *Asset Inc v Dot Net Support Inc*, 2013 TMOB 102 at para 32], given that there is no indication of when these searches were performed, and considering that full search results have not been provided, I find them to be of no probative value.

#### ONUS AND MATERIAL DATES

[15] 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 [*John Labatt Ltd v Molson Companies Ltd* (1990), 30 CPR (3d) 293 (FCTD) at 298].

[16] The material dates that apply to the grounds of opposition are as follows:

- Sections 38(2)(a)/30 – the filing date of the application [*Georgia-Pacific Corp v Scott Paper Ltd* (1984), 3 CPR (3d) 469 (TMOB) at 475];
- Sections 38(2)(b)/12(1)(d) - the date of my decision [*Park Avenue Furniture Corporation v Wickes/Simmons Bedding Ltd and The Registrar of Trademarks* (1991), 37 CPR (3d) 413 (FCA)]; and
- Sections 38(2)(c)/16(1) – the date of first use claimed in the application [section 16(1) of the Act].

#### ANALYSIS OF THE GROUNDS OF OPPOSITION

##### **Grounds of opposition summarily dismissed**

##### Section 30(i) ground

[17] The Opponent has pleaded that contrary to section 30(i) of the Act, the Applicant could not have been satisfied that it was entitled to use the Mark in association with the Services, in particular, given that the Applicant knew or should have known that use of the Mark in

association with the Services would be likely to cause confusion in the marketplace with the Opponent's registered trademark MASTERCOM & DESIGN, contrary to sections 19 and 20 of the Act.

[18] Where an applicant has provided the statement required by section 30(i), this ground should only succeed in exceptional cases such as where there is evidence of bad faith on the part of the applicant [*Sapodilla Co v Bristol-Myers Co* (1974), 15 CPR (2d) 152 (TMOB) at 155]. The application for the Mark contains the requisite statement and there is no evidence that this is an exceptional case. Accordingly, this ground of opposition is summarily dismissed.

[19] As an aside, I note that it has not been established that grounds of opposition based on sections 19 or 20 of the Act in combination with section 30(i) are valid grounds [see *Euromed Restaurant Ltd v Trilogy Properties Corp*, 2012 TMOB 19; *Player's Company Inc v Edward Roundpoint*, 2013 TMOB 149; *MapQuest, Inc v The Lodging Company Reservations Ltd*, 2014 TMOB 113; and *Advance Magazine Publishers Inc v MacRae*, 2016 TMOB 27].

#### Section 16(1)(a) ground

[20] The Opponent has pleaded that the Applicant is not the person entitled to registration of the Mark because of the Opponent's prior use and making known in Canada of its trademark MASTERCOM & DESIGN. The Opponent's evidence, which is limited to certified copies of registrations (including for MASTERCOM & DESIGN), is not sufficient for the Opponent to meet its burden for this ground of opposition [see *Rooxs Inc v Edit-SRL* (2002), 23 CPR (4th) 265 (TMOB) at 268]. Accordingly, this ground is dismissed on the basis that the Opponent has not met its initial burden.

#### **Section 12(1)(d) ground of opposition**

[21] The Opponent has pleaded that the Mark is not registrable pursuant to section 12(1)(d) in view of the Opponent's registration for the trademark MASTERCOM & DESIGN, shown below, in association with the goods "computer programs" and the services "financial services namely providing verification of the cardholder's signature to enable the card issuing institution to settle

disputed transaction amount; and telecommunication services, namely transmission of data through the use of electronic image processing”:

# MasterCOM

[22] An opponent’s initial evidential burden is met with respect to a section 12(1)(d) ground of opposition if the registration relied upon in the statement of opposition is in good standing as of the date of this decision. The Opponent filed in its evidence a certified copy of this registration, and having exercised the Registrar’s discretion to check the Register [*Quaker Oats of Canada Ltd/La Compagnie Quaker Oats du Canada Ltée v Menu Foods Ltd* (1986), 11 CPR (3d) 410 (TMOB)], I confirm that it is in good standing. The Opponent has therefore met its initial burden for this ground of opposition.

[23] As the Opponent has satisfied its initial burden, I now have to determine, on a balance of probabilities, if the Mark is likely to cause confusion with the Opponent’s registration for the trademark MASTERCOM & DESIGN.

### Test to determine confusion

[24] The test for confusion is one of first impression and imperfect recollection. Section 6(2) of the Act indicates that use of a trademark causes confusion with another trademark if the use of both trademarks in the same area would be likely to lead to the inference that the goods or services associated with those trademarks are manufactured, sold, leased, hired or performed by the same person, whether or not the goods or services are of the same general class.

[25] Thus, the issue is not confusion between the trademarks themselves, but confusion of goods and services from one source as being from another source. In the instant case, the question posed by section 6(2) of the Act is whether purchasers of the Services provided in association with the Mark would believe that those Services were produced, authorized or licensed by the Opponent.

[26] 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 trademarks and the extent to which they have become known; (b) the length of time each has been in use; (c) the nature of the goods, services or business; (d) the nature of the trade; and (e) the degree of resemblance between the trademarks in appearance or sound or in the ideas suggested by them.

[27] These criteria are not exhaustive and different weight will be given to each one in a context specific assessment [*Mattel, Inc v 3894207 Canada Inc*, 2006 SCC 22, 49 CPR (4th) 321 (SCC)]. I also refer to *Masterpiece v Alavida Lifestyles Inc*, 2011 SCC 27, 92 CPR (4th) 361 (*Masterpiece*) at para 49, where the Supreme Court of Canada states that section 6(5)(e), the resemblance between the marks, will often have the greatest effect on the confusion analysis.

#### Inherent distinctiveness

[28] The Opponent's trademark MASTERCOM & DESIGN consists of the coined word MASTERCOM, which does not appear to hold any obvious meaning in association with the goods "computer programs" or the services "financial services namely providing verification of the cardholder's signature to enable the card issuing institution to settle disputed transaction amount; and telecommunication services, namely transmission of data through the use of electronic image processing", although it is arguable that the element MASTER holds a somewhat laudatory connotation [see *Chamberlain Group, Inc v Lynx Industries Inc*, 2009 CanLII 82112 (TMOB), 79 CPR (4th) 465 at para 43]. The Opponent's mark also includes a design element, with the letter O in the suffix "COM" represented by a globe, and the preceding letter C tilted upwards towards it.

[29] The Applicant's trademark also prominently features the word MASTERCOM, which does not appear to hold any obvious meaning in association with the Services. The Mark also includes, less prominently, the words 'Consulting Ltd', which hold a descriptive connotation. The Mark also includes a design element comprised of two arrows forming a circle superimposed over the letters 'COM'.

[30] Overall, I find that both of the parties' trademarks possess a fair degree of inherent distinctiveness.

[31] A trademark may acquire distinctiveness through use or promotion. However, in this case neither party has filed evidence showing use or promotion of its mark. As previously noted, the Applicant's assertions of use of the Mark in the Dawson declaration are unsubstantiated. With respect to the Opponent's registration for the trademark MASTERCOM & DESIGN, while a declaration of use was filed on February 25, 1994, without any actual evidence of use, at best, I can assume only *de minimis* use [see *Tokai of Canada v Kingsford Products Company, LLC*, 2018 FC 951 at para 37; *Entre Computer Centers Inc v Global Upholstery Co* (1991), 40 CPR (3d) 427 (TMOB) at 430]. *De minimis* use does not support a conclusion that the trademark has become known to any significant extent, nor that the trademark has necessarily been used continuously since the date stated [see *Krauss-Maffei Wegmann GmbH & Co KG v Rheinmetall Defence Electronics GmbH*, 2017 TMOB 50].

#### Length of time in use

[32] The Applicant's Mark was filed on the basis of use in Canada since May 1, 2014. However, the Applicant's evidence is insufficient to show use of the Mark as of this or any other date.

[33] In its written argument, the Opponent submits that its MASTERCOM & DESIGN mark has been used in Canada since February 25, 1994 (when the declaration of use was filed), and that therefore, the fact that the Opponent has used its mark for over twenty-four years, compared to the Applicant's alleged four years of use, is a factor which favours the Opponent. However, as noted above, an assumption of *de minimis* use (through the filing of a certified copy) does not support a conclusion that the Opponent's mark has become known to any significant extent, or that it has been continuously used.

[34] Accordingly, this factor does not favour either party.



## The nature of the goods and services and trade and business

[35] When considering sections 6(5)(c) and 6(5)(d) of the Act, it is the statement of goods and services in the application and the statement of goods and services in an opponent's registration that govern the assessment of the likelihood of confusion under section 12(1)(d) of the Act [*Henkel Kommanditgesellschaft auf Aktien v Super Dragon Import Export Inc* (1986), 12 CPR (3d) 110 (FCA); *Mr Submarine Ltd v Amandista Investments Ltd* (1987), 19 CPR (3d) 3 (FCA)]. However, those statements must be read with a view to determining the probable type of business or trade intended by the parties rather than all possible trades that might be encompassed by the wording. In this regard, evidence of the actual trades of the parties is useful [*McDonald's Corp v Coffee Hut Stores Ltd*, 1996 CanLII 3963 (FCA), 68 CPR (3d) 168 (FCA); *Procter & Gamble Inc v Hunter Packaging Ltd* (1999), 2 CPR (4th) 266 (TMOB); *American Optical Corp v Alcon Pharmaceuticals Ltd* (2000), 5 CPR (4th) 110 (TMOB)].

[36] The Services as listed in the application are the "development, provision and support of computer software for the insurance industry for insurance policy management". The Opponent's registered goods and services are "computer programs" and "financial services namely providing verification of the cardholder's signature to enable the card issuing institution to settle disputed transaction amount; and telecommunication services, namely transmission of data through the use of electronic image processing".

[37] In its written argument, the Opponent submits that there is "direct overlap" given that the Opponent's goods relate to computer programs and the Applicant's services relate to the development, provision and support of computer software". To the extent that the Opponent's goods and the Applicant's services both relate to computer software, I am prepared to find that there is some degree of overlap between the parties' goods and services. In doing so, and in the absence of evidence to the contrary, I have considered "computer programs" to be generally interchangeable with "computer software".

[38] With respect to the nature of the trade, the Opponent in its written argument submits that:

7. The Opponent's Rule 41 evidence was also comprised of nine other registered trademarks [in addition to the registration for MASTERCOM & DESIGN] which: are all owned by the Opponent; which all have the form "MASTER\_\_\_" (hereinafter, the

“MASTER-formative Trademarks”); and which all list “insurance services”. The MASTER-formative Trademarks demonstrate the Opponent’s use of, and reputation in, MASTER-formative Trademarks in the insurance industry...

...

50. ...the Opponent’s (uncontroverted) evidence demonstrates that the nature of the Opponent’s business or trade includes activities within the insurance industry. Specifically, having regard to the certified copies of the Opponent’s MASTER-formative Trademark registrations demonstrates that the Opponent’s probable type of business or trade includes, among other things, the provision of “insurance services”.

51. Thus, having regard to the probable type of business or trade of the Opponent’s trade as evidenced in the certified copies of the Opponent’s MASTER-formative Trademark registrations, it is reasonable to conclude that the goods “computer software” listed in Mastercard’s MASTERCARD Registered Trademark includes computer software used by consumers in the insurance industry, which is the same target consumer of the Applicant’s listed services.

[39] First, while it may be that the Opponent owns other MASTER- registered trademarks in association with various types of “insurance services”, the Opponent’s registration for MASTERCARD & DESIGN, which is the only registration cited in this ground of opposition, does not list any “insurance services”. As the other MASTER- registered trademarks were not relied upon in the statement of opposition, I am without jurisdiction to consider them [see *Imperial Developments Ltd. v. Imperial Oil Limited* (1984) 79 CPR (2d) 12 at 21 (FC)]. Second, even if I were to consider these other registrations, contrary to the Opponent’s submissions, I do not consider the mere filing of certified copies to be sufficient to show probable or actual use, involvement, or reputation of the Opponent in the insurance industry.

[40] That being said, in the absence of evidence to the contrary, I find that the parties’ channels of trade could overlap.

#### Degree of Resemblance

[41] In most instances, the degree of resemblance between the trademarks in appearance or sound or in the ideas suggested is the dominant factor and other factors play a subservient role in the overall surrounding circumstances [*Beverly Bedding & Upholstery Co v Regal Bedding & Upholstery Ltd* (1980), 47 CPR (2) 145 (FCTD), aff’d (1982), 60 CPR (2d) 70 (FCA)]. This principle was upheld by the Supreme Court of Canada in *Masterpiece* [*Masterpiece, supra* at para 49].

[42] When considering the degree of resemblance between trademarks, they must be considered in their totality; it is not correct to lay them side by side and compare and observe similarities or differences among the elements or components of the marks [*Veuve Clicquot Ponsardin c Boutiques Ciquot Ltee*, 2006 SCC 23 at para 20].

[43] The preferable approach when comparing trademarks is to begin by determining whether there is an aspect of the marks that is particularly striking or unique [*Masterpiece*, *supra* at paragraph 64].

*Opponent's submissions on the degree of resemblance*

[44] The Opponent takes the position that the striking feature of both parties' marks is the element MASTERCOM. In this respect, portions of the Opponent's written argument are reproduced below:

42. ... the most striking feature of the proposed trademark MASTERCOM Logo is the term "MASTERCOM" given that (a) the word is in larger, more distinctive font size than any of the other words included in the trademark (it comprises at least 90% of the total area of the mark), (b) the word "MASTERCOM" is placed front and center in the Applicant's mark (as the other word elements "Consulting Ltd." and the design elements are placed in the background and off to either side of the mark), and (c) the word elements "Consulting Ltd." are descriptive and therefore do little to distinguish the mark.

43. Similarly, with respect to Mastercard's MASTERCOM Registered Trademark, the Opponent submits that the most distinctive feature of the design trademark is the term "MASTERCOM", having regard to the fact that this term is visually the largest and most prominent element of the mark as a whole.

44. Moreover, in the Applicant's trademark, the word "MASTER" is accentuated in bold-face and thicker font type than the term "COM", similar to Mastercard's MASTERCOM Registered Trademark, wherein the word "MASTER" is likewise accentuated separate from the word "COM" due to the fact that the letters in "COM" are shown all in capital letters.

*Applicant's submissions on the degree of resemblance*

[45] While the Applicant did not file a written argument, I note that the Dawson Declaration includes the following submission (which is not admissible as evidence, as noted earlier in this decision):

#### (5) The Similarity of the Marks

The MASTERCOM Logo is a “MASTERCOM Consulting Ltd.” logo. In addition, the MASTERCOM Logo is always shown in colour and is distinctive enough that the two trademarks are obviously not related. The addition of the wording of “Consulting Ltd.” to the MASTERCOM logo ensure that “MASTERCOM Consulting Ltd.” is the corporation that the Canadian Property & Casualty industry knows well...

#### *Conclusion on the degree of resemblance*

[46] I agree with the Opponent’s characterization of the element MASTERCOM as the striking element of both parties’ marks, particularly given the size and visual prominence with which this element is featured in the Applicant’s Mark. I do not consider the presence of the words “Consulting Ltd” in the Mark to significantly diminish the degree of resemblance between the parties’ trademarks since that they are not particularly distinctive, given their descriptive nature. While each of the parties’ trademarks features a design element, I find that neither constitutes a dominant feature of the mark. The MASTERCOM element is what provides the “content and punch” of both the Applicant’s Mark and the Opponent’s trademark [see *Masterpiece, supra* at paragraphs 64, 83-84]. I therefore find that there is a considerable degree of resemblance between the parties’ marks in appearance, sound, and ideas suggested.

[47] While the Applicant has indicated that the Mark is always shown in colour, I do not consider this to be a factor assisting the Applicant given that there are no colour restrictions on the application for the Mark or on the Opponent’s registration.

[48] Overall, this factor significantly favours the Opponent.

#### Additional surrounding circumstance – Family of trademarks

[49] Where there exists a family of trademarks, there may be a greater likelihood that the public would consider a similar trademark to be another trademark in the family and consequently, to assume that the product or service that is associated with that trademark is manufactured or performed by the owner of the family of marks. There is, however, no presumption of the existence of a family of marks in opposition proceedings. A party seeking to establish a family of marks must establish that it is using more than one or two trademarks within the alleged family [*Techniquip Ltd v Canadian Olympic Assn* (1998), 145 FTR 59 (FCTD), aff’d

250 NR 302 (FCA); *Now Communications Inc v CHUM Ltd* (2003), 32 CPR (4th) 168 (TMOB) at para 35].

[50] Given that the Opponent's evidence is limited to certified copies of its MASTER-prefixed registrations, and that a certified copy of a registration does not establish trademark use, there is no basis upon which I can find that the Opponent has a family of trademarks [see *7-Eleven, Inc v BitBite Foods Inc*, 2014 TMOB 16 at para 41, citing *Techniquip Ltd v Canadian Olympic Assn, supra*]. Accordingly, this is not a surrounding circumstance assisting the Opponent.

### Conclusion

[51] The test to be applied is a matter of first impression in the mind of a casual consumer "somewhat in a hurry" who sees the Applicant's MASTERCOM Logo in association with the Services at a time when he or she has no more than an imperfect recollection of the Opponent's MASTERCOM & DESIGN trademark and does not pause to give the matter any detailed consideration or scrutiny [see *Veuve Clicquot, supra* at para 20].

[52] Having considered all of the surrounding circumstances, I find that at best for the Applicant, the probability of confusion between the Mark and the Opponent's trademark MASTERCOM & DESIGN is evenly balanced between a finding of confusion and no confusion. As the onus is on the Applicant to show on a balance of probabilities that there is no reasonable likelihood of confusion between the trademarks, I must therefore find against the Applicant. In reaching this conclusion, I have had regard to the fact that there is a considerable degree of resemblance between the parties' marks visually, when sounded, and in the ideas suggested. I have also had regard to the fact that there is some degree of overlap between the parties' goods and services.

[53] Accordingly, the section 12(1)(d) ground of opposition is successful.

DISPOSITION

[54] Pursuant to the authority delegated to me under section 63(3) of the Act, I refuse the application pursuant to section 38(12) of the Act.

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Jennifer Galeano  
Member  
Trademarks Opposition Board  
Canadian Intellectual Property Office

SCHEDULE A

Reg. No.	Trademark	Goods and Services	Claims
TMA427,621	MASTERCOM & Design	Computer programs.  Financial services namely providing verification of the cardholder's signature to enable the card issuing institution to settle disputed transaction amount; and telecommunication services, namely transmission of data through the use of electronic image processing	Declaration of Use filed February 25, 1994.
TMA392,257	MASTERASSIST	Providing medical insurance coverage for travellers; emergency message transmittal services for travellers; providing medical transportation services for travellers; providing information on hospitals and medical facilities for travellers; convalescent hotel services for travellers; arranging for the replacement of lost or stolen travel tickets	Declaration of Use filed September 18, 1991
TMA811,033	MASTERCARD	Payment cards and stored value cards, namely magnetically encoded credit cards, debit cards and prepaid all-purpose payment cards, and integrated circuit enabled credit cards, debit cards and prepaid all-purpose payment cards; electronic verification apparatus for verifying authentication of charge cards, credit cards, debit cards and prepaid all-purpose payment cards, namely magnetically encoded and integrated circuit enabled card readers; downloadable electronic publications, namely newsletters; advertising displays, namely decals, signs, labels, shelf danglers, tent cards, bill presenters and tip trays  Payer authentication services; pre-paid card and stored value card services, namely credit card services, debit card services, and prepaid all-purpose payment card services; retail services provided on-line, through networks or other electronic means using electronically digitized information, namely processing of payments for purchases made electronically through computers, mobile phones and PDA's; statistical information, namely the provision of statistical information concerning consumer purchasing patterns, tendencies and histories; preparation of statements of accounts; business management; business administration; commercial, industrial and business management assistance; maintenance of financial records; dissemination of financial information via the Internet and other computer networks; bookkeeping; insurance services; travel insurance services; roadside assistance services; legal referral services; purchase assurance services; extended warranty services, namely providing extended warranties on products purchased using a payment card; automatic bill payment services; remote payment services; co-branding services; advertising services, namely advertising the wares and services of others	Used in Canada since at least as early as December 2008.
TMA624,579	MASTERCHEQUE	Printed matter, namely, cheques; printed matter, artists' materials, instruction material and teaching material all	Used in Canada since

		<p>namely advertising and promotional material for distribution by others in the financial services industries, namely, brochures, leaflets, newsletters, print copies of advertisements, electronic image files for use in advertisements; photographs; adhesives for stationery or household purposes; paint brushes; typewriters; playing cards; printers' type; printing blocks; printed publications, pamphlets, brochures, newspapers, journals and magazines</p> <p>Credit services; charge card and stored value prepaid card services; stored value electronic purse services, providing electronic funds and currency transfer services, electronic payments services, prepaid telephone calling card services, cash disbursement services, and transaction authorization and settlement services; payment services utilizing a radio frequency device to allow payment to be charged to a previously specified payment mechanism, such as a debit card or credit card, travel insurance services; cheque verification services; issuing and redemption services all relating to travellers' cheques and travel vouchers; advisory services relating to all the aforesaid services</p>	at least as early as 1992.
TMA448,820	MASTERGUARD	Credit card insurance services.	Declaration of Use filed September 7, 1995.
TMA390,478	MASTERRENTAL	Administering car rental insurance for card holders and automotive roadside assistance for card holders	Declaration of Use filed September 18, 1991.
TMA808,956	MasterCard & Interlocking Circles Design (black and white)	<p>Payment cards and stored value cards, namely magnetically encoded credit cards, debit cards and prepaid all-purpose payment cards, and integrated circuit enabled credit cards, debit cards and prepaid all-purpose payment cards; electronic verification apparatus for verifying authentication of charge cards, credit cards, debit cards and prepaid all-purpose payment cards, namely magnetically encoded and integrated circuit enabled card readers; downloadable electronic publications, namely newsletters; advertising displays, namely decals, signs, labels, shelf danglers, tent cards, bill presenters and tip trays</p> <p>Payer authentication services; pre-paid card and stored value card services, namely credit card services, debit card services, and prepaid all-purpose payment card services; retail services provided on-line, through networks or other electronic means using electronically digitized information, namely processing of payments for purchases made electronically through computers, mobile phones and PDA's; statistical information, namely the provision of statistical information concerning consumer purchasing patterns, tendencies and histories; preparation of statements of accounts; business management; business administration; commercial, industrial and business management assistance; maintenance of financial records; dissemination of financial information via the Internet and</p>	Used in Canada since at least as early as December 2008.



		other computer networks; bookkeeping; insurance services; travel insurance services; roadside assistance services; legal referral services; purchase assurance services; extended warranty services, namely providing extended warranties on products purchased using a payment card; automatic bill payment services; remote payment services; co-branding services; advertising services, namely advertising the wares and services of others	
TMA808,955	MasterCard & Interlocking Circles Design (red and yellow)	<p>Payment cards and stored value cards, namely magnetically encoded credit cards, debit cards and prepaid all-purpose payment cards, and integrated circuit enabled credit cards, debit cards and prepaid all-purpose payment cards; electronic verification apparatus for verifying authentication of charge cards, credit cards, debit cards and prepaid all-purpose payment cards, namely magnetically encoded and integrated circuit enabled card readers; downloadable electronic publications, namely newsletters; advertising displays, namely decals, signs, labels, shelf danglers, tent cards, bill presenters and tip trays</p> <p>Payer authentication services; pre-paid card and stored value card services, namely credit card services, debit card services, and prepaid all-purpose payment card services; retail services provided on-line, through networks or other electronic means using electronically digitized information, namely processing of payments for purchases made electronically through computers, mobile phones and PDA's; statistical information, namely the provision of statistical information concerning consumer purchasing patterns, tendencies and histories; preparation of statements of accounts; business management; business administration; commercial, industrial and business management assistance; maintenance of financial records; dissemination of financial information via the Internet and other computer networks; bookkeeping; insurance services; travel insurance services; roadside assistance services; legal referral services; purchase assurance services; extended warranty services, namely providing extended warranties on products purchased using a payment card; automatic bill payment services; remote payment services; co-branding services; advertising services, namely advertising the wares and services of others</p>	Used in Canada since at least as early as December 2008.
TMA711,601	MASTERCARD SECURECODE	Radio frequency identification devices (transponders); encryption keys, digital certificates, namely electronic files that are used to uniquely identify people and resources over networks such as the internet and to enable secure, confidential communication between two parties, digital signatures for proof of origin and integrity of transmitted data; computer software, namely, software for securing payment transactions by electronic means, encryption software, software for secure data storage and retrieval and transmission of confidential customer information used by individuals, financial institutions, software designed to	Declaration of Use filed March 26, 2008

		<p>enable smart cards to interact with terminals and readers, software for transmitting, displaying and storing transaction, identification and financial information for use in the financial services, telecommunications industries, software for encrypting and protecting the integrity of data and electronic communications over computer networks, software for implementing encryption, authentication, access control and other security features within computer networks and through external connections, software for implementing security methodology involving encryption of payment card numbers and related data and transmission over computer networks; magnetic encoded cards and cards containing an integrated circuit chip ("smart cards") to enhance security of transactions when using such cards; charge cards, credit cards, debit cards and payment cards; card readers; point of sale transaction terminals; and electronic verification apparatus for verifying authentication of charge cards, credit cards, debit cards and payment cards; vending machines; computer peripherals; user manuals and guides for all of the foregoing distributed as a unit with the software</p> <p>Insurance services; credit services; financial services, namely providing credit card, debit card, charge card and stored value prepaid card services, remote payment services, stored value electronic purse services, providing electronic funds and currency transfer services, electronic payments services, prepaid telephone calling card services, cash disbursement services, and transaction authorization and settlement services, provision of debit and credit services by means of radio frequency identification devices (transponders); travel insurance services; cheque verification services; issuing and redemption services all relating to travellers cheques and travel vouchers; services in the accessibility, storage and utilisation of a store of digitised electronic information representing monetary value in hand-held technology accessible to use by an individual; bill payment services provided through a website; financial services, namely, credit card services, debit card services and debit account services, electronic funds transfer services; and financial information provided by electronic means; financial advisory services pertaining to security methodology involving the encryption of payment card numbers and related data; the provision of the above financial services for the support of retail services provided through mobile telecommunications means, including payment services through wireless devices; the provision of the above financial services for the support of retail services provided on-line, through networks or other electronic means using electronically digitised information; the above financial services provided on-line, over the telephone and by means of a global computer network or the internet; and computer hardware and software consulting services; computer programming; support and consultation services for managing computer systems, databases and applications;</p>	
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		<p>graphic design for the compilation of web pages on the internet; information relating to computer hardware or software provided on-line from a global computer or the internet; creating and maintaining websites; computer database management; hosting the web sites of others; provision of web pages regarding the wares and services described herein; leasing access time to a computer database; legal services; provision of facilities for board meetings; providing facilities for exhibitions; printing services; professional consultations regarding the wares and services described herein; the design, creation and hosting of merchant websites; the designing, creation and hosting of bill payment websites; provision of financial services by means of a global computer network or the internet; consulting services in the field of computer and financial services; consulting services involving technical and network consulting, software customization, deployment assistance, all of the foregoing relating to information security, secure communications and data encryption and decryption; consulting services relating to encryption of payment card numbers and related data; computer network security and management services</p>	
TMA774,971	<p><b>MASTERCARD EXCLUSIVES</b></p>	<p>Insurance services; providing credit card, debit cards, charge card and stored value prepaid card services; remote payment services; stored value electronic purse services, providing electronic funds and currency transfer services, electronic payments services, prepaid telephone calling card services, cash disbursement services, and transaction authorization and settlement services; provision of debit and credit services by means of radio frequency identification devices (transponders); travel insurance services; cheque verification services; issuing and redemption services all relating to travellers cheques and travel vouchers; the provision of financial services for the support of retail services provided through mobile telecommunications means, namely providing electronic payment services through wireless devices; the provision of financial services for the support of retail services provided on-line, through networks or other electronic means using electronically digitised information namely administering and providing loyalty programs and discount and promotional incentive programs, online; services in the accessibility, storage and utilisation of a store of digitised information representing monetary value in hand-held technology accessible to use by an individual; bill payment services provided through a website; the above financial services provided over the telephone and by means of a global computer network or the internet; promoting the use of payment cards through discounts and promotional incentives, namely providing coupons and discount offers for the goods and services of others, which coupons and offers may be in paper or electronic formats</p>	<p>Declaration of Use filed July 27, 2010</p>

**TRADEMARKS OPPOSITION BOARD  
CANADIAN INTELLECTUAL PROPERTY OFFICE  
APPEARANCES AND AGENTS OF RECORD**

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**HEARING DATE** No Hearing Held

**AGENTS OF RECORD**

Smart & Biggar

FOR THE OPPONENT

No agent appointed

FOR THE APPLICANT