



# Canadian Intellectual Property Office

## **THE REGISTRAR OF TRADEMARKS**

**Citation:** 2025 TMOB 1

**Date of Decision:** 2025-01-06

**[UNREVISED ENGLISH CERTIFIED TRANSLATION]**

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

**Requesting Party:** BCF S.E.N.C.R.L./BCF LLP

**Registered Owner:** Gestion Novitas inc.

**Registration:** TMA1,025,270 for ESSENTIEL

## **INTRODUCTION**

[1] This is a decision involving a summary expungement proceeding under section 45 of the *Trademarks Act*, RSC 1985, c T-13 (the Act) with respect to registration No. TMA1,025,270 for the trademark ESSENTIEL (the Mark).

[2] The Mark is registered in association with the services listed in Schedule A below. These include various investment and insurance services.

[3] For the reasons that follow, I conclude that the registration ought to be amended.

## **PROCEEDINGS**

[4] At the request of BCF S.E.N.C.R.L./BCF LLP (the Requesting Party), the Registrar of Trademarks issued a notice under section 45 of the Act on

December 5, 2023, to Gestion Novitas inc. (the Owner), the registered owner of the Mark.

[5] I note from the outset that on May 11, 2022, the Registrar registered an assignment of the Mark by Progression Vie (Progression) to the Owner (the Assignment). The parties' positions regarding the Assignment will be discussed later in the analysis.

[6] The notice required that the Owner demonstrate whether the trademark was used in Canada in association with each of the 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 it was last in use and the reason for the absence of such use since that date. In this case, the relevant period for demonstrating use is from December 5, 2020, to December 5, 2023.

[7] The relevant definition of "use" is set out in section 4 of the Act as follows:

4(2) A trademark is deemed to be used in association with services if it is used or displayed in the performance or advertising of those services.

[8] In the absence of use as defined above, a trademark registration is liable to be expunged or amended, unless the absence of use is due to special circumstances.

[9] In response to the Registrar's notice, the Owner provided the affidavit of Stéphane Rodrigue, sworn on February 22, 2024, to which were attached exhibits 1 to 31 (the Affidavit).

[10] Both parties submitted written representations and were both represented at the hearing.

***The application for retroactive extension of time and the response to the written representations of the Requesting Party***

[11] Following the Requesting Party's preparation of its written representations, the Owner submitted its own written representations, which include explanations and new exhibits, including three sworn ones (the Additional Evidence). It requests that this Additional Evidence be accepted to [TRANSLATION] "clarify" statements made by the Requesting Party that the Owner considers defamatory and to [TRANSLATION] "close" the Requesting Party's arguments. It also states that the purpose of its application is [TRANSLATION] "not to penalize [the Owner], who was unable to request an extension of time to file the Affidavit." In this regard, the Owner states that Mr. Rodrigue had serious health problems in February 2024 that caused a pulmonary embolism on the following April 2, [Owner's written representations, paras 2 and 3].

[12] At the hearing, the Requesting Party opposed the admission of the Additional Evidence, adding that the application for retroactive extension of time was not accompanied by the prescribed fee.

[13] Although the reasons for my refusal to accept the Additional Evidence were briefly and verbally provided to the parties at the hearing, these reasons are reiterated below.

[14] According to section 47(2) of the Act, the Registrar may consider an application for retroactive extension of time when a party fails to meet the time limit fixed under the Act for the doing of an act or to apply for the extension when that time limit has already expired. Under this section, the Registrar must be satisfied that the failure to do the act or apply for the extension within that time was not reasonably avoidable. To determine whether the failure to do the act within the time limit was reasonably

avoidable, the Registrar considers only the circumstances that existed before the expiration of the time limit.

[15] In this case, the Owner had until March 5, 2024, to produce its evidence and the Affidavit was produced on February 26, 2024, one week before the prescribed time limit.

[16] Considering the fact that Mr. Rodrigue's health issues at the end of February 2024 did not prevent the Owner from submitting its evidence within the prescribed time limit, I am of the view that section 47(2) of the Act does not apply in this case. Furthermore, in my opinion, by submitting its evidence one week before the time limit without also requesting additional time to complete it, the Owner chose not to apply for an extension of time. Therefore, I am not satisfied that the Owner's failure was not reasonably avoidable.

[17] Moreover, the Additional Evidence is clearly provided in response to the Requesting Party's written representations. As explained at the hearing, no provision of the Act provides for the submission of rebuttal evidence in section 45 proceedings.

[18] For these reasons, the application for retroactive extension of time for the submission of Additional Evidence is refused. Consequently, I will disregard these explanations and documents in my disposition and will consider only the representations relating to the Affidavit [see *Ridout & Maybee LLP v Encore Marketing International Inc* (2009), 72 CPR (4th) 204 (TMOB), for the general principle that facts that are not in evidence must be disregarded].

## **OVERVIEW OF THE EVIDENCE**

[19] Although the Affidavit will be examined in more detail below in the analysis, an overview of the evidence relevant to the case reveals the following.

[20] The Owner is a financial services firm that offers solutions for the financial sector and for the development of business strategies, the creation and implementation of concepts, and solutions tailored to the needs of a market, an organization, or the web [para 9; exhibits 24 and 28].

[21] Mr. Rodrigue is the President and sole shareholder of the Owner. He was the President and sole shareholder of the predecessor in title, as evidenced by the excerpts from the Quebec Entreprise Register (REQ) of the Owner and Progression [paras 1 and 5; exhibits 1 and 6, respectively].

[22] Mr. Rodrigue is a financial security advisor, an insurance and group annuity advisor and a group savings representative for the Owner. In this role, he holds a licence from the Autorité des marchés financiers (AMF), as shown by a screenshot of his record in the AMF registry and an excerpt of his registration [paras 1 and 5–6; exhibits 3 and 5, respectively].

[23] The Mark is featured on the website of a third party, Assumption Mutual Life Insurance Company (Assumption). Mr. Rodrigue states that Assumption and the Owner entered into a licencing agreement on August 23, 2019, (the Agreement) and that it was renewed during the relevant period. Under the terms of the Agreement, Assumption is authorized, among other things, to sell and administer its products in connection with the Mark. In support of these claims, Mr. Rodrigue submits a copy of pages 1, 2, and 5 of the Agreement, a screenshot of Assumption's website showing the Mark in connection with a life insurance product, as well as a copy of the

[TRANSLATION] “Public Terms of Use” displayed on Assumption’s website [paras 18a) to 18c); exhibits 11, 12, and 15, respectively].

[24] At least for a part of the relevant period, the Mark was displayed on four of the Owner’s websites: *assurabilite.com*, *gestionnovitas.com*, *assuranceinvestissement.com* and *assuranceinvestissement.ca*. Mr. Rodrigue states that the websites *assurabilite.com* and *gestionnovitas.com* received, respectively, over 60,000 and 1,500 visits between their launch before the relevant period and the end of this period. According to him, the website *assuranceinvestissement.ca* received over 935 visits between October 1, 2023, and the end of the relevant period [paras 7 and 18u), exhibits 23 to 28].

[25] Otherwise, the Mark is presented in a Progression document (the Progression Document). This refers to retirement plans and investments by detailing their annual gain from 2008 to 2017 [para 7; Exhibit 4].

[26] First of all, the Mark was registered to identify a [TRANSLATION] “product/insurability concept” that was the subject of a patent application entitled [TRANSLATION] “System and method for analyzing insurability” (the System). In this regard, in addition to the services offered by the Owner, Mr. Rodrigue explains the details of the System to insurance companies and/or investment managers to establish partnerships with them [paras 12, 18l) to 18m) and 18aa) to 18cc); exhibits 8 and 9].

### **THE OWNER’S ADMISSION**

[27] In the last paragraph of the Affidavit, Mr. Rodrigue declares [TRANSLATION] “waiving” certain class 36 services [para 18ff)]. During the hearing, he confirmed that the Owner does not claim the use of the Mark in connection with the following class 36 services:

[TRANSLATION]

... Administration of health care plans; administration of employee pension plans; ... financial management of employee pension plans; financial administration of employee pension plans; ... financial investment analysis and capital research; ... granting of scholarships; ... stock market quotations; ... financial trust planning.

[28] Absence of use is penalized by expungement of the registration unless evidence shows that it has been due to special circumstances that excuse such absence of use [section 45(3) of the Act; *Scott Paper Limited v Smart & Biggar*, 2008 FCA 129].

[29] Considering the Owner's admission, I must determine whether the evidence demonstrates the existence of special circumstances justifying the absence of use of the Mark in association with the services listed above.

[30] In paragraph 18ee) of the Affidavit, Mr. Rodrigue describes the financial sector as being [TRANSLATION] "very conservative." In particular, he states:

[TRANSLATION]

Breaking into the financial market with new concepts, new solutions, and/or new products requires a lot of patience, time, energy, and money.

[31] Mr. Rodrigue does not provide any further details. He does not cite any particular difficulties in connection with the Owner's [TRANSLATION] "concepts," "solutions" and "products." He does not mention any unusual situation occurring in this line of business. In this context, I am of the view that any challenges the Owner faced during the relevant period were common challenges for professionals in the financial sector. Therefore, I cannot infer the existence of circumstances that are "unusual, uncommon, or exceptional" [following *John Labatt Ltd v Cotton Club Bottling Co* (1976), 25 CPR (2d) 115 (FCTD)].

[32] At the hearing, the Owner attempted to introduce evidence of difficulties experienced during the pandemic. My comments regarding the Additional Evidence also apply here.

[33] In the absence of any other circumstances that could justify the absence of use of the Mark in connection with the services stated above, the registration will be amended accordingly.

### **ANALYSIS**

[34] In its written representations and at the hearing, the Requesting Party made several representations regarding the Affidavit. For example, it alleges that the Owner does not explain its services and that one must guess the nature of its business. The Requesting Party also argues that the evidence is not representative.

[35] However, it is well established that the evidence in a section 45 proceeding does not need to be perfect; a registered owner must present a *prima facie* case of use within the meaning of sections 4 and 45 of the Act. The burden of proof to be met is very light; evidence must only supply facts from which a conclusion of use may follow as a logical inference [see *Diamant Elinor Inc. v 88766 Canada Inc.*, 2010 FC 1184 at para 9]. Furthermore, the evidence must be read with a mind willing to understand what is being said [see *Portage World Wide, Inc. v Croton Watch Co., Inc.*, 2017 FC 96, at para 21 and *Moffat & Co. v 2008474 Ontario Inc.*, 2022 FC 167, at para 23]. In addition, the Affidavit must be read in its entirety and in conjunction with the documents provided in support of it.

[36] Furthermore, the Requesting Party argues that the Owner is not the [TRANSLATION] “true owner” of the Mark. It also claims that no use can benefit the Owner. Finally, the Requesting party argues that the evidence, if any, has not been correlated.



### ***The Mark's chain of title***

[37] The Requesting Party alleges that the Owner cannot be considered a valid assignee. In this regard, it notes that the excerpt from Progression's REQ states that the latter ceased to exist on February 2, 2019. In requesting that the Registrar consult the certificate of assignment filed in the registry, the Requesting Party notes that it was signed on July 30, 2019. It argues that the Assignment is not valid because Progression had ceased to exist five months before the transfer of the Mark to the Owner [citing *Kiva Health Brands LLC v. Sociétés Limoneira*, 2023 FC 774 at paras 17, 44, and 54; *Gowling Lafleur Henderson LLP v Midland Walwyn Capital Inc./Capital Midland Walwyn Inc.*, 2011 TMOB 14 at paras 11 and 13; and *Macleod Dixon LLP v Kayden Instruments Inc.*, 2009 78 CPR (4th) 297 at paras 9 to 12]. Written representations from the Requesting Party, paras. 11 to 23].

[38] Nevertheless, it is a well-known principle of law that each case must be evaluated on its merits, taking into account the evidence presented. What may be relevant in one case may not be so in others.

[39] In this case, as noted by Mr. Rodrigue at the hearing, the Owner's REQ shows Progression as one of the names under which the Owner has been doing business since October 29, 2018. Furthermore, the Agreement identifies the Owner as [TRANSLATION] "doing business under the trade name Progression Vie" [exhibits 1 and 11, page 1].

[40] At the request of the Requesting Party, I have reviewed the certificate of assignment in the Register, which states that the Mark was transferred to the Owner on the date of its signature. The Assignment date is indeed later than Progression's liquidation or dissolution date. However, considering that the evidence shows that the Owner was doing business under the name Progression before and after the Assignment, I am of the view in the circumstances that this difference in dates is not determinative with respect

to the chain of title of the Mark. Thus, I conclude that the Owner holds a valid title to the Mark and is its true owner.

[41] It remains to be determined whether the evidence provided satisfactorily establishes the use of the Mark in connection with the claimed services (the Claimed Services), either under licence by Assumption or by the Owner.

***The use of the Mark under licence***

[42] The Requesting Party argues that the Owner has not provided any evidence of the control required under section 50(1) of the Act. It also argues that the licence notice on Assumption's website cannot be considered a public notice under section 50(2) of the Act. Therefore, it alleges that any use of the Mark by Assumption does not benefit the Owner [Requesting Party's Written Representations, paras 24 to 29].

[43] As the Federal Court has stated, there are three main methods by which registered owners of trade-marks can demonstrate the control required to benefit from the deeming provision in section 50(1) of the Act: first, by clearly swearing to the fact that they exert the requisite control; second, by providing evidence that demonstrates that they exert the requisite control; or third, by providing a copy of a licencing agreement that explicitly provides for the requisite control [*Empresa Cubana Del Tobacco Trading v Shapiro Cohen*, 2011 FC 102 at para 84, conf by 2011 FCA 340].

[44] In this case, Mr. Rodrigue does not assert that the Owner exercises the requisite control, either directly or indirectly. He does not provide any details about how the nature or quality of the services would have been controlled. Furthermore, although copies of the Agreement have been provided, none of them explicitly provides for the requisite control.

[45] I note here that at paragraph 11 of its written representations, the Owner attempted to provide additional explanations regarding the control exercised by the Owner. However, these explanations are excluded from the evidence.

[46] At the hearing, the Owner argued that since the Agreement was renewed throughout the relevant period, I can infer the requisite control. In its section 4, the Agreement provides for automatic annual renewal unless one of the parties sends the other a notice of non-renewal 45 days before the scheduled deadline. That being said, no justification is required for the submission of the non-renewal notice. Therefore, I cannot link the renewal of the Agreement *solely* to the compliance of the characteristics or the quality of the services provided by Assumption. Thus, in my opinion, the automatic renewal of the Agreement is insufficient in itself to conclude that the requisite control existed.

[47] Without the benefit of the complete Agreement, I cannot determine that the Owner exercised control through an explicit clause to that effect, a penalty clause or otherwise. As presented, this document is insufficient to meet the requirements of section 50(1) of the Act. I note in concluding on this point that if the Agreement had provided for the requisite control and if Mr. Rodrigue had provided the relevant pages, my decision could have been different.

[48] Furthermore, I agree with the Requesting Party that the presumption provided for in section 50(2) of the Act does not apply in this case. I reproduce the relevant excerpt from the [TRANSLATION] "Public Terms of Use" posted on the Assumption website [exhibit 15, page 7]:

[TRANSLATION]

Trademarks

Assumption Life is the owner or an authorized licensed user of all trademarks, logos, trade names, and trade images presented on this Website.

Its main trademarks are the following: Assumption Vie, Assumption Life, Assumption Life & design, Assumption Vie & design, Assumption Vie / Assumption Life & design A & design, Critical Protection, FlexOptions & design, FlexTerm, InstaTerm, Odyssee Assumption Vie & design, Odyssey Assumption Life & design, Protection Vitale, LifePhases, ParPlus and Income Completer.

[49] Although this excerpt refers to a licence authorizing Assumption to use [TRANSLATION] “all trademarks” presented on its website, neither the Mark nor the identity of the Owner appear on it.

[50] Finally, nothing in the evidence allows me to infer the requisite control.

[51] In view of the above, I cannot conclude that any use of the Mark by the Assumption benefits the Owner.

### ***The use of the Mark by the Owner***

[52] The Requesting Party alleges that Mr. Rodrigue’s licence with the AMF is insufficient to demonstrate the use of the Mark [citing *88766 Canada Inc v Assomption Compagnie Mutuelle d'Assurance-Vie*, 2014 TMOB 225 at paras 16–17]. In particular, it claims that there is no [TRANSLATION] “objective evidence” of announcement or execution of the Claimed Services, only simple allegations [Requesting Party’s Written Representations, paras 34 to 37].

[53] Certainly, the fact that Mr. Rodrigue is [TRANSLATION] “authorized” by the AMF to provide financial, insurance, and investment services is, in itself, insufficient to demonstrate the use of the Mark. That being said, although the evidence is not perfect in this case, it shows that the Owner has used the Mark in connection with certain class 36 Claimed Services in Canada during the relevant period.

[54] Mr. Rodrigue states that the website *assuranceinvestissement.com* was in operation between the beginning of the relevant period and October 1, 2023. He also claims that the content of this website has been redirected to *assuranceinvestissement.ca* since that date. This website promotes various investment products. The Mark is presented with the terms “Max-secur,” “Max-croissance” and “Max-audacieux” in connection with three mutual fund portfolios [paras 18o) to 18q); Exhibit 23].

[55] Under the [TRANSLATION] “Investment Solutions” section, the services are advertised as follows:

[TRANSLATION]

Our goal is not to explain every product feature but to explain why the investment product we have selected best suits your investor profile and situation.

The financial growth of an investment portfolio cannot be measured by a single unit or a single investment. We need to analyze all assets and implement a strategy that combines tax benefits, the security of initial capital, short-, medium- and long-term returns, and finally, that takes into account the capital gain payable in the event of premature death.

[56] For the display of a trademark in connection with services on a website to constitute use under section 4(2) of the Act, the owner of the trademark must be ready and able to perform those services in Canada [*Wenward (Canada) Ltd v Dynaturf Co* (1976), 28 CPR (2d) 20 (TMOB)].

[57] Mr. Rodrigue provides the number of visits to the website *assuranceinvestissement.ca* in the two months prior to the end of the relevant period and I acknowledge the Canadian nature of the connections to this website. In addition, given that Mr. Rodrigue claims that mutual funds were offered on the website *assuranceinvestissement.com* before October 1, 2023, I consider it reasonable to conclude that Canadian clients may have

accessed this website between the start of the relevant period and October 1, 2023 [paras 18p), 18q), and 18u)].

[58] Furthermore, Mr. Rodrigue states that [TRANSLATION] “from 2016 to date” clients have selected and/or have financial assets invested in one of the three mutual fund portfolios associated with the Mark [paras 7 and 18r)]. Considering this statement, admitted without reservation, I find it reasonable to conclude that a certain number of Canadian clients have indeed invested in these funds during the relevant period [following *Oyen Wiggs Green & Mutala LLP v Atari Interactive Inc.*, 2018 TMOB 79 at para 25].

[59] In this context, I find it reasonable to conclude that the Owner was able to present to its clients documents similar to the Progression Document showing the gains of the mutual funds it managed during the relevant period.

[60] All these elements allow me to conclude that the evidence is sufficient to establish that the Mark has been announced and that the Owner was ready and able to provide the following services:

[TRANSLATION]

36(2) Administration of investment savings plans; ... financial analysis; financial analyses; ... consulting related to financial investment; ... mutual fund brokerage; investment brokerage; financial securities brokerage; ... financial evaluation; fiscal assessment and evaluation; ... expert consulting in financial analysis; investment management; financial management; ... mutual funds and capital investment; financial investments in the field of securities; financial investment in mutual funds; ... financial planning; ... financial forecasting; ... financial analysis and research services; ... financial planning and investment consulting services; mutual fund consulting services; financial estimate services; financial risk assessment services.

[61] I come to this conclusion keeping in mind that, in certain cases, statements of the services contain overlapping and redundant terms, in the sense that the performance of one service would necessarily imply the performance of another [*Gowling Lafleur Henderson LLP v Key Publishers Co*, 2010 TMOB 7 at para 22; *Provent Holdings Ltd v Star Island Entertainment, LLC*, 2014 TMOB 178 at para 22; and *GMAX World Realty Inc v RE/MAX, LLC*, 2015 TMOB 148 at para 69]. For example, in offering its three mutual fund portfolios, the Owner reasonably conducted research, analysis, and financial evaluation to choose the best portfolio to offer to a given client. It also assessed the risk of a given client on the basis of their investor profile. On this point, the terms “Max-secur,” “Max-croissance” and “Max-audacieux” evoke, in my opinion, the level of risk tolerance that a client can assume in terms of investment.

[62] On the other hand, I consider that the evidence is insufficient to demonstrate the use of the Mark in connection with the balance of the Claimed Services.

[63] The Mark is featured on the website *gestionnovitas.com*. However, I am of the view that no correlation can be established with the balance of the class 36 Claimed Services. For example, one of the screenshots lists the services [TRANSLATION] “business development training specific to the financial field” and “business networking development training.” The two screenshots list the services [TRANSLATION] “strategic support for senior management” and “recruitment consulting” [Exhibit 24, page 74 and Exhibit 28, page 78]. None of the services listed on this website can, at first glance, be linked to the balance of the class 36 Claimed Services.

[64] The Mark is also shown in three identical screenshots of the website *assurabilite.com* [exhibits 25 to 27]. I reproduce below the relevant excerpt from these screenshots:

UN NOUVEAU CONCEPT RÉVOLUTIONNAIRE D'UN PRODUIT  
D'ASSURANCE (ASSURABILITÉ) SERA BIENTÔT OFFERT AU  
CANADIEN.

**ESSENTIEL™ ASSURABILITÉ**

Une description du produit sera bientôt disponible.

Le mot ESSENTIEL est une marque de commerce réservée et protégée pour le domaine des services financiers et de la finance. La marque de commerce ESSENTIEL ne peut être utilisée en tout ou en partie, seul ou avec d'autres mots pour désigner tout produit, service, formation, projet, programme, plan, nom d'un fonds, nom d'un placement, nom de compagnie et/ou autre, sans s'y limiter. [Veuillez vous référer aux services de classement de la marque de commerce](#). Toute personne physique ou morale sans s'y limiter n'ayant pas obtenu l'approbation écrite du propriétaire de la marque de commerce sera passible de poursuite judiciaire devant les tribunaux.

[65] Mr. Rodrigue states that the hyperlink text [TRANSLATION] “A revolutionary new concept in insurance products (insurability) will soon be available to Canadians” links to the System. He also states that the text “ESSENTIEL ASSURABILITÉ” refers to the registration of the Mark [paras 18s) and 18t); exhibits 8 and 9].

[66] Regarding the website *assurabilite.com*, the Requesting Party argues, on the one hand, that the Owner is trying to sell a [TRANSLATION] “technology” and therefore the Mark is associated with the System rather than with any specific service. On the other hand, by highlighting the explicit reference to the future in the excerpt reproduced above, it questions the availability of any service during the relevant period [Requesting Party’s Written Representations, paras 38 to 43].

[67] Considering that Mr. Rodrigue claims that the Mark was intended to identify the System and that the Owner is seeking to enter into partnerships related to it, I agree with the Requesting Party that this excerpt associates the Mark with the System [paras 12 and 18m); exhibits 8 and 9]. Even if I were wrong on this point, I cannot conclude that the Mark was announced in



connection with the balance of the class 36 Claimed Services because no service is announced in this excerpt.

[68] Thus, the presentation of the Mark on the websites *gestionnovitas.com* and *assurabilite.com* cannot be associated with the rest of the class 36 Claimed Services. In this context, inferring that these exhibits are relevant would, in my opinion, go against the principle that the Registrar must be able to rely on an inference from proven facts rather than on speculation [*Diamant Elinor*, *supra*, at para 11].

[69] With regard to the services in class 35, nothing in the evidence allows me to conclude that the Owner acted as a subcontractor for insurance services. The evidence does not enable me to deduce that the Owner acted as a client or principal, either.

[70] All in all, I am not persuaded that the Owner has demonstrated the use of the Mark, by itself, in association with the following Claimed Services:

[TRANSLATION]

35(1) Outsourcing of insurance services.

36(2) ... insurance claims administration; financial administration of retirement plans; ... insurance agency; ... health insurance; life insurance; insurance; life insurance; ... insurance premium rate computing; consulting and information related to insurance; ... consulting related to insurance; ... life insurance brokerage; insurance brokerage; insurance brokerage; ... provision of insurance information; financial exchange of data between financial institutions and their customers; ... financial evaluation for insurance purposes; ... financial management via the Internet; financial information provided online; ... financial planning for retirement; estate planning; ... provision of insurance information; provision of insurance information and consulting; ... accident insurance services; disability insurance services; health insurance services underwriting; insurance consulting services; ... insurance underwriting; annuity underwriting.

[71] My conclusion regarding the absence of special circumstances justifying the failure to use the Mark, as stated in paragraphs 31 to 33 above, applies to the above-mentioned services. The statement of services will be modified accordingly.

### **DISPOSITION**

[72] Pursuant to the authority delegated to me under section 63(3) of the Act, the registration shall be amended in accordance with the provisions of section 45 of the Act to expunge the following services:

[TRANSLATION]

35(1) Outsourcing of insurance services.

36(2) ... administration of health care plans; administration of employee pension plans; insurance claims administration; financial administration of retirement plans; financial management of employee pension plans; financial administration of employee pension plans; insurance agency; financial investment analysis and capital research; ... health insurance; life insurance; insurance; life insurance; granting of scholarships; insurance premium rate computing; consulting and information related to insurance; ... consulting related to insurance; stock market quotations; life insurance brokerage; insurance brokerage; ... provision of insurance information; financial exchange of data between financial institutions and their customers; ... financial evaluation for insurance purposes; ... financial management via the Internet; financial information provided online; ... financial trust planning; ... financial planning for retirement; estate planning; ... provision of insurance information; provision of insurance information and consulting; ... accident insurance services; disability insurance services; health insurance underwriting; insurance consulting services; ... insurance underwriting; annuity underwriting.

[73] The statement of services will read as follows:

[TRANSLATION]

36(2) Administration of investment savings plans; financial analysis; financial analyses; consulting related to financial investment; mutual fund brokerage; investment brokerage; financial securities brokerage; financial evaluation; fiscal assessment and evaluation; expert consulting

in financial analysis; investment management; financial management;  
mutual funds and capital investment; financial investments in the field of  
securities; financial investment in mutual funds; financial planning;  
financial forecasting; financial analysis and research services; financial  
planning and investment consulting services; mutual fund consulting  
services; financial estimate services; financial risk assessment services.

Maria Ledezma  
Hearing Officer  
Trademarks Opposition Board  
Canadian Intellectual Property Office

Certified translation  
Kristen Nguyen

## **SCHEDULE A**

[TRANSLATION]

### ***Services***

35(1) Outsourcing of insurance services.

36(2) Administration of investment savings plans; administration of health care plans; administration of employee pension plans; insurance claims administration; financial administration of retirement plans; financial management of employee pension plans; financial administration of employee pension plans; insurance agency; financial investment analysis and capital research; financial analysis; financial analyses; health insurance; life insurance; insurance; life insurance; granting of scholarships; insurance premium rate computing; consulting and information related to insurance; consulting related to financial investment; consulting related to insurance; stock market quotations; life insurance brokerage; insurance brokerage; insurance brokerage; mutual fund brokerage; investment brokerage; financial securities brokerage; provision of insurance information; financial exchange of data between financial institutions and their customers; financial evaluation; fiscal assessment and evaluation; financial evaluation for insurance purposes; expert consulting in financial analysis; investment management; financial management; financial management via the Internet; financial information provided online; mutual funds and capital investment; financial investments in the field of securities; financial investment in mutual funds; financial trust planning; financial planning; financial planning for retirement; estate planning; financial forecasting; provision of insurance information; provision of insurance information and consulting; financial analysis and research services; accident insurance services; disability insurance services; health insurance underwriting; insurance consulting services; financial planning and investment consulting services; mutual fund consulting services; financial estimate services; financial risk assessment services; insurance underwriting; annuity underwriting.

# Appearances and Agents of Record

**HEARING DATE:** 2024-10-15

## **APPEARANCES**

**For the Requesting Party:** Pascal Lauzon

**For the Registered Owner:** Stéphane Rodrigue

## **AGENTS OF RECORD**

**For the Requesting Party:** BCF S.E.N.C.R.L./BCF LLP

**For the Registered Owner:** No agent appointed