



# Canadian Intellectual Property Office

## **THE REGISTRAR OF TRADEMARKS**

**Citation:** 2025 TMOB 195

**Date of Decision:** 2025-09-25

## **IN THE MATTER OF AN OPPOSITION**

**Opponent:** Assurant, Inc.

**Applicant:** Alcor&Mizar Stratégies inc.

**Application:** 2,090,578 for ASSUR&MAT

## **INTRODUCTION**

[1] This decision involves an opposition brought by Assurant, Inc. (the Opponent) in regard to application No. 2,090,578 (the Application) filed by Alcor&Mizar Stratégies inc. (the Applicant) for the trademark ASSUR&MAT (the Mark) in association with insurance and insurance related services, video production and video-on-demand transmission services. The statement of services for the Application is reproduced in Schedule A below.

[2] The opposition is primarily based on allegations of likelihood of confusion between the Mark and the Opponent's ASSURANT-formative trademarks and trade name. The particulars of the Opponent's trademarks as pleaded in the statement of opposition are reproduced in Schedule B below (herein collectively referred to as the Opponent's Registered Trademarks).

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

## **OVERVIEW OF THE PROCEEDING**

[4] The application was filed on March 10, 2021 and was advertised for opposition purposes in the *Trademarks Journal* on February 8, 2023.

[5] On August 8, 2023, the Opponent filed a statement of opposition under section 38 of the *Trademarks Act*, RSC 1985, c T-13 (the Act) which raises grounds based on bad faith of the Applicant under section 38(2)(a.1) of the Act, non-registrability of the Mark under sections 38(2)(b)/12(1)(d) of the Act, non-entitlement of the Applicant to register the Mark under sections 38(2)(c)/16(1)(a) and (c) of the Act, non-distinctiveness of the Mark under sections 38(2)(d)/2 of the Act, no use/no proposed of the Mark under section 38(2)(e) of the Act, and non-entitlement of the Applicant to use the Mark under section 38(2)(f) of the Act.

[6] The Applicant filed a counter statement denying the grounds of opposition and the Opponent's allegations.

[7] Both parties filed evidence that is briefly overviewed below and discussed in more detail in the analysis of the grounds of opposition. Both parties also filed written representations and participated in a hearing.

## **OVERVIEW OF THE EVIDENCE**

[8] In support of its opposition, the Opponent submitted the affidavit of Paul Cosgrove, sworn on February 1, 2024, together with Exhibits A to J. Mr. Cosgrove is the Chairman and President of Assurant Services Canada Inc. and the Chief Agent of the Canadian branches of American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida, which are subsidiaries of the Opponent. He provides information and detail on the nature of the Opponent's business and on the use and promotion of the Opponent's Registered Trademarks in Canada.

[9] In support of its application, the Applicant submitted the affidavit of Anne Martel, sworn on May 30, 2024, together with Exhibit AM-1 and the affidavit of Julie Dailaire, sworn on May 31, 2024, together with Exhibits JD-01 to JD-47.

[10] Ms. Martel is the president of the Applicant. She sets out her professional history and experience in the field of insurance and includes observations that businesses operating in the insurance industry in Canada use the term "ASSUR" as a mark/name. She also provides an explanation of the inspiration for formulating the Mark stating it is a combined reference to insurance and her surname "Martel" which she asserts is well known in the field of insurance, as well as wordplay on a chess-related French expression. Finally, she notes that the Applicant has created and is preparing to publish informational videos for sale in the field of insurance for individuals and businesses in association with the Mark (though I note that such use, indeed, does not appear to have actually occurred).

[11] Ms. Dailaire, for her part, is a legal assistant at the firm representing the Applicant and introduces state of the register evidence in the form of a search of the Canadian Trademarks Database for trademarks containing "ASSUR" in class 36, together with screenshots of the websites for a selection of businesses whose marks were identified in the search, as well as the definition of the word "assure" from the *Merriam-Webster* online dictionary, and the Google search results for "Protec" and "Assure", "clicassure" and "assurart".

[12] The parties' affiants were not cross-examined on their affidavits.

#### **PARTIES' RESPECTIVE BURDEN OR ONUS**

[13] 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. Once that burden is met, the Applicant then bears the legal onus of establishing, on a balance of probabilities, that no grounds of opposition prevent registration of the Mark [*John Labatt Limited v The Molson Companies Limited* (1990), 30 CPR (3d) 293 (FCTD); *Dion Neckwear Ltd v Christian Dior, SA et al* (2002), 20 CPR (4th) 155 (FCA)].

### **ANALYSIS OF THE GROUNDS OF OPPOSITION**

#### ***Grounds based on confusion – sections 12(1)(d), 16(1)(a) and (c), and 2***

##### Opponent's pleadings and main issue

[14] I will start by noting that the Opponent made representations only with respect to the non-registrability, non-entitlement to registration and non-distinctiveness grounds of opposition. As indicated above, these are all based on an alleged likelihood of confusion between the Mark and the ASSURANT-formative trademarks and trade name asserted by the Opponent. More specifically, the Opponent alleges that:

- The Mark is not registrable in view of section 12(1)(d) of the Act because it is confusing with the Opponent's Registered Trademarks;
- The Applicant is not the person entitled to registration in view of section 16(1) of the Act because, at its filing date, the Mark was confusing with the Opponent's Registered Trademarks and with the trade name ASSURANT previously used by the Opponent; and
- The Mark is not distinctive within the meaning of section 2 of the Act as it is not adapted to distinguish the Applicant's services from the services of others, including those of the Opponent. In context, I consider that this pleading refers to and is limited to the services covered by the Opponent's Registered Trademarks.

#### Material dates

[15] The material dates to assess the issue of confusion are the date of this decision with respect to the non-registrability ground of opposition; the filing date of the Application, that is, March 10, 2021, with respect to the non-entitlement grounds of opposition; and the date of opposition, that is, August 8, 2023, with respect to the non-distinctiveness ground of opposition.

#### Opponent's burden is met for all confusion grounds

[16] For the following reasons, the Opponent meets its evidential burden for all of the confusion grounds.

[17] With respect to the section 12(1)(d) ground of opposition, I have exercised the Registrar's discretion to check the register and note that all of the Opponent's registrations listed in Schedule B are in good standing as of the date of this decision.

[18] With respect to the section 16(1) grounds of opposition, the Opponent's evidence of its trademarks and trade name appearing on documents such as brochures and claims forms provided to customers, as well as on the Opponent's and its licensee's websites (for which details of Canadian hits are also provided, along with representative examples of how the Opponent's Registered Trademarks are and have been shown thereon) is sufficient to meet its initial evidentiary burden [see, for example, Cosgrove affidavit at paras 15-19 and Exhibits D-G].

[19] With respect to the section 2 ground of opposition, evidence of annual revenue derived from the Opponent's services provided in Canada in association with the ASSURANT trademark and trade name (and the Opponent's Registered Trademarks more broadly) having increased to more than \$500 million in 2023 [Cosgrove affidavit, para 14] and of the ASSURANT Trademark and trade name heavily featured and promoted on

websites belonging to the Opponent and its licensee [see, for example, Cosgrove affidavit at paras 16-17, Exhibits E-G] also suffices to meet its initial evidentiary burden. I should mention at this juncture that I consider the Opponent's evidence of use and promotion of its ASSURANT design trademarks to also constitute evidence of use and promotion of its ASSURANT word mark. The Opponent has therefore shown that its trademarks and trade name were known in Canada and their reputation was substantial, significant or sufficient [*Motel 6, Inc v No 6 Motel Ltd* (1981), 56 CPR (2d) 44 (FCTD); *Bojangles' International LLC v Bojangles Café Ltd* (2006), 48 CPR (4th) 427 (FC)].

[20] Accordingly, the Applicant must now establish, on a balance of probabilities, that there is not a reasonable likelihood of confusion between the Mark and any one of the Opponent's relied-upon trademarks or trade name. The material dates here do not have a significant impact on my findings under section 6(5), so I will consider all of the confusion grounds together. In this regard, I will focus my analysis on the trademark ASSURANT (TMA594,423 and TMA695,395) as it represents the Opponent's strongest case.

#### Test for confusion

[21] The test to determine the issue of confusion is set out in section 6(2) of the Act which provides that the use of a trademark causes confusion with another if the use of both trademarks in the same area would likely lead to the inference that the goods/services associated with those trademarks are manufactured, sold, leased, hired or performed by the same person, whether or not the goods/services are of the same general class or appear in the same class of the Nice Classification.

[22] Therefore, section 6(2) of the Act does not concern confusion of the trademarks themselves, but confusion of the goods or services from one source as being from another.

[23] In applying the test for confusion, I must take into consideration all the relevant surrounding circumstances, including those listed in section 6(5) of the Act, namely: the inherent distinctiveness of the trademarks and the extent to which they have become known; the length of time they have been in use; the nature of the services or business; the nature of the trade; and the degree of resemblance between the trademarks including in appearance or sound or in the ideas suggested by them.

[24] These criteria or factors are not exhaustive and different weight will be given to each one in a context-specific assessment [*Veuve Clicquot Ponsardin v Boutiques Cliquot Ltée*, 2006 SCC 23; *Mattel, Inc v 3894207 Canada Inc*, 2006 SCC 22]. It has also been held that the resemblance between the trademarks is often likely to have the greatest effect on the confusion analysis [*Masterpiece Inc v Alavida Lifestyles Inc*, 2011 SCC 27 at para 49].

#### *Inherent distinctiveness*

[25] Although its inherent distinctiveness is lessened because it begins with an element that has a connection to the applied-for services, it remains that the Mark as a whole possesses a fair degree of inherent distinctiveness being a coined/fanciful phrase with no literal meaning.

[26] In contrast, the Opponent's ASSURANT mark possesses a much lower degree of inherent distinctiveness as it is suggestive (in English) or descriptive (in French) of the Opponent's insurance and insurance-related services [see *Assurant, Inc v Assurancia, Inc*, 2018 FC 121 at para 57 where the Court confirmed that a trademark that is an invented word in the two

official languages is more distinctive than one that is an invented word in English but an actual word in French].

[27] As such, the inherent distinctiveness of the trademarks favours the Applicant.

*Extent known and length of time in use*

[28] The extent known of the trademarks and length of time they have been in use though favour the Opponent.

[29] The Opponent submits that the evidence establishes that its marks have been used continuously and extensively in Canada since at least as early as September 1999 (in the case of the ASSURANT trademark), and since at least as early as March 2004 (in the case of the remaining Opponent's Registered Trademarks). The Cosgrove affidavit indeed contains statements to this effect; I however note that the earliest documentary evidence speaking to use is from 2019 [Exhibit D]. Nevertheless, in contrast, the Applicant has not provided any evidence of use of the Mark.

[30] The Opponent's ASSURANT trademark also has a higher degree of acquired distinctiveness. In this regard, I note for example that Mr. Cosgrove points to annual revenue in Canada having increased from more than \$200 million in 2004 to more than \$500 million in 2023 [para 14]; the ASSURANT trademark appearing on various product and service disclosure documents, application documents, brochures, Certificates of Insurance, Terms and Conditions, customer letters and claims forms provided to Canadian customers, the Opponent's/its licensee's websites and social media [paras 15-20; Exhibits D-I]; and to the Opponent's website alone receiving more than 99,000 hits from Canada in 2023 and over 19,500,000 sessions between January 4, 2007 and December 31, 2020



[para 15]. In contrast, the Applicant has not provided evidence that the Mark has become known to any extent in Canada.

*Services or business and nature of the trade*

[31] The parties' services are substantially similar if not identical, or overlapping. See, for example, the insurance underwriting services covered by registration No. TMA594,423 and the insurance services covered by registration No. TMA695,395 which are essentially identical to the insurance agencies and insurance services applied-for in the Application. It also appears from the Applicant's evidence that its video transmission and production services overlap with the Opponent's services as they would be targeted towards consumers in the insurance industry (as a means to convey information in respect of insurance and related products/services). In light of this and in the absence of evidence to the contrary, I would expect the parties' services to pass through the same channels of trade. These factors therefore favour the Opponent.

*Degree of resemblance*

[32] The Opponent submits that the trademarks are exceedingly similar in sound because: they both contain the initial portion "ASSUR"; conclude with a hard "T" sound; the ampersand portion of the Mark is likely, particularly in English, to be pronounced "AND"; is followed by the terminal element "MAT" making the pronunciation awkward and laboured in English given the unconventional pairing of a hard "D" sound adjacent to an "M" sound; given this awkwardness, the ampersand is apt to be pronounced as "AN"; and the Mark is, therefore, likely to be pronounced as "ASSUR-AN-MAT".

[33] The Opponent furthermore submits that the appearance of the trademarks is substantially similar given that: both marks contain the first element "ASSUR"; the ampersand portion of the Mark is reminiscent of the

letter “A”; the Mark contains seven of the eight letters contained in the Opponent’s ASSURANT mark in virtually the same order; and the trademarks differ by only two letters and the ampersand symbol.

[34] In terms of the idea suggested, the Opponent essentially submits that given the shared “ASSUR” portion, both trademarks suggest and evoke the same idea of safety or certainty.

[35] The Applicant on the other hand submits, and I agree, that whatever commonality there is between the trademarks at hand is due to their suggestive or descriptive of insurance services prefix and that their respective suffixes “ANT” vs. “&MAT” more than sufficiently distinguish them. In this regard, the Applicant relies on the decision in *Assurancia*, above, where the Court found that small differences, that is the suffixes “T” vs. “CIA”, sufficed to distinguish between the parties’ trademarks ASSURANT and ASSURANCIA both for use in association with insurance-related services.

[36] When considering the degree of resemblance, the law is clear that the trademarks must be considered in their totality and not dissected into their component parts. The appropriate test is not a side-by-side comparison but an imperfect recollection in the mind of a consumer of an opponent’s trademark [*Veuve Clicquot*, above, at para 20]. The preferable approach is to begin by determining whether there is an aspect of each trademark that is particularly striking or unique [*Masterpiece*, above, at para 64].

[37] I consider that the striking aspect of the parties’ trademarks ASSURANT and ASSUR&MAT are the trademarks as a whole, respectively. There necessarily is a resemblance between them to the extent that their prefix is the same. However, such prefix is indeed suggestive of insurance (albeit more so in French) diminishing its importance for the purpose of

distinction. So despite their inclusion of “ASSUR”, I find the parties’ trademarks to be more different than alike visually and phonetically.

[38] I also find that, while the ideas they suggest overlap, such ideas ultimately differ. In French, the Opponent’s trademark mainly conveys the idea of insuring being the present participle of the verb “*assurer*” [“to insure”]. In English, it can indeed suggest the idea of safety or certainty. To the extent that it may be perceived as a nod to the English words “*assurer*” or “*assuror*”, it would also impart a meaning directly associated with the insurance field, that is of someone selling insurance [as this was found in *Assurancia*, above, at para 59].

[39] On the other hand, in French, the Mark is indeed likely to be perceived as some kind of wordplay between “*assurance*” [“insurance”] and the expression “*échec & mat*” [“checkmate”]. In English, to the extent it is necessary to consider the idea suggested beyond the word itself, the meaning of the applied-for Mark as a whole is somewhat unclear.

[40] So, ultimately, when all three aspects of this factor are considered, I find that the resemblance between the parties’ trademarks is low. This factor therefore favours the Applicant.

*Surrounding circumstance – state of the register and marketplace*

[41] State of the register evidence favours an applicant when it can be shown that the presence of a common element in marks would cause consumers to pay more attention to their other features, and to distinguish between them by those other features [*McDowell v Laverana GmbH & Co KG*, 2017 FC 327 at para 42]. Inferences regarding the state of the marketplace may be drawn from such evidence when a significant number of relevant registrations are located and/or when there is evidence of common use in the marketplace of relevant third party marks [*Kellogg Salada Canada*

*Inc v Maximum Nutrition Ltd* (1992), 43 CPR (3d) 349 (FCA); *McDowell*, above, at paras 41-46; and *Cie Gervais Danone v Astro Dairy Products Ltd* (1999), 87 CPR (3d) 262 (FC)]. Relevant trademarks to consider are those that are registered, are for similar services as the trademarks at issue, and include the component at issue in a material way [*Sobeys West Inc v Schwan's IP, LLC*, 2015 TMOB 197 at para 38, aff'd 2017 FC 38].

[42] As indicated above, Ms. Dallaire's evidence includes the results of a Canadian Trademarks Database and common law search conducted for "ASSUR" as well as select registration particulars and website screenshots of various third parties.

[43] In its written representations the Applicant notably submitted that out of the 57 ASSUR-formative trademarks yielded by the Canadian Trademarks Database search in association with insurance or insurance-related services, 40 are registered by 26 different entities and that there is evidence of use of 27 of these trademarks as per the evidenced websites. The Applicant also submitted that seven other trademarks appear to be used in Canada as per Ms. Dallaire's Google searches. Finally, at the hearing, the Applicant submitted that four of the unregistered trademarks located by the search of the Canadian Trademarks Database had since matured to registration bringing the total of relevant extant registrations to 44.

[44] In view of my overall conclusion regarding the likelihood of confusion below, I do not believe that it is necessary to undergo a detailed review of Ms. Dallaire's evidence and consider this additional circumstance to find in favour of the Applicant.

#### Conclusion regarding confusion

[45] In applying the test of confusion as a matter of first impression and imperfect recollection and keeping in mind that consumers are owed a

certain amount of credit, I find that the Applicant here has met its onus to establish, on a balance of probabilities, that there is no reasonable likelihood of confusion between the Opponent's ASSURANT trademark and the Mark. In other words, an ordinary consumer confronted with the Mark in association with the applied-for services would not be confused and think that they emanate from or are otherwise associated with the Opponent.

[46] I reach this conclusion mainly as I find that there is not a significant degree of resemblance between the trademarks. In other words, I consider that the degree of resemblance factor favours the Applicant in such a way that it outweighs all the other relevant factors that favour the Opponent, namely the acquired distinctiveness of its ASSURANT trademark, the length of time it has been in use, the overlap with respect to the parties' services and the potential for overlap in their channels of trade.

[47] The non-registrability, non-entitlement to registration and non-distinctiveness grounds of opposition are therefore rejected.

***Remaining grounds summarily rejected - sections 38(2)(a.1), (e) and (f)***

[48] With respect to its section 38(2)(a.1) ground of opposition, the Opponent alleges that the Applicant was, or ought to have been, fully aware of the Opponent's prior rights in the Opponent's trademarks and trade name, previously used and/or made known in Canada, and that the Applicant's attempt to register the Mark is an attempt to take advantage of and trade off the reputation and goodwill developed by the Opponent and to deceive consumers into the mistaken belief that the Applicant's services are in some way related to, associated with or endorsed by the Opponent, which is not the case.

[49] With respect to its section 38(2)(e) ground of opposition, the Opponent alleges that the Applicant was not using and did not propose to

use the Mark in Canada, as applied for, as a trademark, or in association with the Applicant's services.

[50] As indicated above, the Opponent filed no evidence or submissions to support these grounds of opposition.

[51] With respect to its section 38(2)(f) ground of opposition, the Opponent alleges that the Applicant was not entitled to use the Mark in Canada in association with the applied-for services because:

- i. the Applicant was, or ought to have been, well aware of the Opponent's trademarks and trade name, previously used, applied for, and registered in Canada in association with the Opponent's services;
- ii. of the allegations set out ... above;
- iii. to do so would be contrary to the passing off provisions set out in section 7(b) of the Act and the common law;
- iv. to do so would be contrary to the provisions set out in section 20 of the Act; and
- v. to do so would have the effect of depreciating the value of the goodwill attached to the Opponent's trademarks and trade name, contrary to section 22 of the Act.

[52] Again, the Opponent made no submissions in support of this ground.

[53] It is not necessary to undertake a detailed analysis of the remaining grounds of opposition which are hereby rejected for at least the reason that the Opponent has not met its initial evidentiary burdens. Suffice to say in this regard that even were I to accept all of the above pleadings as sufficient, there is neither evidence nor basis here to substantiate a finding

of bad faith on the part of the Applicant, that it did not propose to use the Mark, or that it was not entitled to use the Mark, as of the Application filing date.

**DISPOSITION**

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

Iana Alexova  
Member  
Trademarks Opposition Board  
Canadian Intellectual Property Office

## **SCHEDULE A**

### ***Statement of services for the Application***

CI 36 (1) *Agence d'assurance; assurances; calcul des taux de prime en assurance; conseils et information sur l'assurance; courtage en assurances; diffusion d'information sur l'assurance*

CI 38 (2) *Transmission de séquences vidéo à la demande*

CI 41 (3) *Production de vidéos*



## **SCHEDULE B**

### ***Opponent's Registered Trademarks***

Mark	Reg. No.	Services
ASSURANT	TMA594423	<p>(1) Business management and marketing services for financial institutions, namely, administration of captive insurance companies and direct mail advertising; telemarketing services, namely product design and product development, the design, execution and analysis of marketing and direct marketing programs, the receipt or initiation of telephone calls for the purposes of order processing, marketing research, client services, response measurement, the fulfillment of requests arising out of the abovementioned services including communicating with clients or their customers by means of letters, faxes and other means of communication, shipping or arranging for the delivery of documents and marketing material relating to service contracts, membership, and/or insurance, the performance of management information systems services such as data entry, data collection, analysis and reporting, consulting on the performance of any of the abovementioned services; sales volume tracking, and database marketing services namely, application of algorithms in order to ascertain the propensity of customers and potential customers to purchase specific financial products or services based on various criteria.</p> <p>(2) Insurance underwriting services in the fields of involuntary unemployment, disability, accidental death and dismemberment, property and life insurance; providing and administration of extended service contracts in the fields of consumer appliance and electronics; hazard and flood insurance tracking and placement services.</p>
ASSURANT	TMA695395	<p>(1) Business management and marketing services for financial institutions, namely, administration of captive insurance companies, direct mail advertising, telemarketing, sales volume tracking, and database marketing services, namely, application of algorithms in order to ascertain the propensity of customers and potential customers to purchase specific financial products or services based on various criteria; providing and administration of extended service contracts in the fields of consumer appliances and electronics.</p> <p>(2) Financial services, namely, business management consulting, administration and marketing services of insurance and risk management policies for financial institutions, automobile dealers, retailers and other vendors of consumer and commercial goods and services and manufactured housing vendors; financial services, namely, database marketing, namely, algorithms application and creation for provision or administration of specific financial products or services based on various criteria; consultation services in the field of advertising, telemarketing, sales volume tracking, customer service administration, e-commerce marketing of the goods and services of others; business management, consulting, administration, and marketing services, namely, providing marketing strategies and product design services for financial institutions, automobile dealers, retailers and other vendors of consumer and commercial goods and services, and manufactured housing vendors; advertising, namely, advertising the wares and services of others, telemarketing, sales volume tracking, customer service administration; business management and marketing services, namely, providing marketing strategies to others, administration services for automobile dealers, retailers and other vendors of consumer and commercial goods and services, and manufactured housing vendors; benefits, administration and claim service consulting; customer service administration, algorithms application and creation for provision or administration of specific financial products or services based on various criteria.</p> <p>(3) Business management and marketing services for financial institutions, namely, administration of captive insurance companies and direct mail advertising; telemarketing services, namely product design and product development, the design, execution and analysis of marketing and direct marketing programs, the receipt or initiation of telephone calls for the purposes of order processing, marketing research, client services, response measurement, the fulfillment of requests arising out of the abovementioned services including communicating with clients or their customers by means of letters, faxes and other means of communication, shipping or arranging for the delivery of documents and marketing material relating to service contracts, membership, and/or insurance,</p>

		<p>the performance of management information systems services such as data entry, data collection, analysis and reporting, consulting on the performance of any of the abovementioned services; sales volume tracking, and database marketing services namely, application of algorithms in order to ascertain the propensity of customers and potential customers to purchase specific financial products or services based on various criteria.</p> <p>(4) Insurance services.</p> <p>(5) Financial services, namely, design administration and implementation of debt protection contracts and programs, design, administration and implementation of supplemental debt protection administration products and programs; financial services, namely, design and implementation of financial products in the field of insurance; consultation services in the field of debt protection, claims and services, repair and replacement contract administration and other patented insurance and administration processes; insurance company and reinsurance company management; extended service contract and warranty management and sales; product design and implementation; provision and administration of home warranties and service, repair and replacement contracts on motorized and non-motorized vehicles, electronics, appliances, wireless and other communication devices, tires, jewelry, furniture, computers, and other consumer and commercial products; provision and administration of, and product design for warrant-type products, extended service, repair and replacement contracts in the fields of consumer appliances, electronics, computers, wireless and other communication devices, tires, furniture, jewelry, motor vehicles, non-motorized vehicles, and other consumer and commercial products; insurance product design and implementation; reinsurance of, and reinsurance management services; creation, operation and maintenance of health maintenance organizations and other managed care organizations and preferred provider, prepaid and discount plan networks and operations; third-party administration of self-funded group plan benefit plans; disability claim rehabilitation management.</p> <p>(6) Motor club, roadside assistance and repair, and membership services.</p> <p>(7) Towing.</p> <p>(8) Consultation services in the field of licensing and invention of marketing and enrollment application processes.</p>
ASSURANT MAX + PROTECTION	TMA1078296	<p>(1) Providing extended warranties by contract for mobile devices, namely, wireless telephones, pagers, laptop computers and personal digital assistants; administration of extended warranty contracts and repair and replacement contracts for wireless telephones, pagers, laptop computers, tablets and personal digital assistants</p>
ASSURANT & DESIGN  ASSURANT	TMA695038	<p>1) Extended warranties and service contracts, and warranty management and sales thereof in the fields of consumer and home appliances, consumer electronics, computers, motor vehicles, non-motorized vehicles, and other consumer and commercial products.</p> <p>(2) Motor club, towing, roadside assistance and repair, and membership services.</p> <p>(3) Provision and administration of repair and replacement contracts on motorized and non-motorized vehicles, electronics, appliances, computers, and other consumer and commercial products.</p> <p>(4) Provision and administration of, and products design for, extended service, repair and replacement contracts in the fields of consumer appliances, electronics, computers, motor vehicles, non-motorized vehicles, and other consumer products.</p> <p>(5) Administration of home warranties and service, repair and replacement contracts on wireless and other communication devices.</p>
ASSURANT & DESIGN  ASSURANT	TMA684892	<p>(1) Provision and administration of repair and replacement contracts on motorized and non-motorized vehicles, electronics, appliances, computers, and other consumer and commercial products; provision and administration of, and product design for, extended service, repair and replacement contracts in the fields of consumer appliances, electronics, computers, motor vehicles, non-motorized vehicles, and other consumer products.</p> <p>(2) Extended warranties and service contracts, and warranty management and sales thereof in the fields of consumer and home appliances, consumer</p>

		<p>electronics, computers, motor vehicles, non-motorized vehicles, and other consumer and commercial products; administration of home warranties and service, repair and replacement contracts on wireless and other communication devices.</p> <p>(3) Motor club, roadside assistance and repair, and membership services.</p> <p>(4) Towing.</p>
<p>ASSURANT &amp; DESIGN</p>  <p>ASSURANT</p>	TMA684891	<p>(1) Provision and administration of repair and replacement contracts on motorized and non-motorized vehicles, electronics, appliances, computers, and other consumer and commercial products; provision and administration of, and product design for, extended service, repair and replacement contracts in the fields of consumer appliances, electronics, computers, motor vehicles, non-motorized vehicles, and other consumer products.</p> <p>(2) Extended warranties and service contracts, and warranty management and sales thereof in the fields of consumer and home appliances, consumer electronics, computers, motor vehicles, non-motorized vehicles, and other consumer and commercial products; administration of home warranties and service, repair and replacement contracts on wireless and other communication devices.</p> <p>(3) Motor club, roadside assistance and repair, and membership services.</p> <p>(4) Towing.</p>
<p>ASSURANT Design</p>  <p>ASSURANT</p>	TMA685518	<p>(1) Financial services, namely, business management consulting, administration and marketing services for financial institutions, automobile dealers, retailers and other vendors of consumer and commercial goods and services and manufactured housing vendors; financial services, namely, database marketing, namely, algorithms application and creation for provision or administration of specific financial products or services based on various criteria; consultation services in the field of advertising, telemarketing, sales volume tracking, customer service administration, e-commerce marketing;</p> <p>(2) Insurance underwriting services in the fields of property, traditional and manufactured housing homeowner's, renter's, single interest, flood, disaster and hazard, creditor placed insurance, casualty, health, life, funeral needs coverage, dental, disability, accidental death, dismemberment, involuntary unemployment, contractual liability, surety, credit, mortgage loan protection, and creditor paid insurance; reinsurance underwriting and reinsurance management services for disability and other insurance policies; creation and administration of preferred provider, prepaid and discount healthcare plans; administration of insurance-based self-funded group benefit plans; disability claim administration in the nature of processing and payment services; administration of extended warranty contracts and repair and replacement contracts in the fields of consumer appliances, electronics, computers, wireless and other communication devices, tires, furniture, jewelry, motor vehicles, non-motorized vehicles, and other consumer and commercial products; insurance tracking services for loan collateral; insurance administration in the field of debt protection administration and supplemental debt protection.</p> <p>(3) Financial services, namely, debt protection administration, design and implementation, supplemental debt protection administration, design and implementation; financial services, namely, (financial) products design and implementation; insurance services, insurance company management, insurance underwriting services and insurance tracking services; and consultation services in the field of debt protection, claims and services, repair and replacement contract administration and other patented insurance and administration processes.</p> <p>(4) Consultation services in the field of licensing and invention of marketing and enrollment application processes</p>
<p>ASSURANT &amp; Design</p>  <p>ASSURANT</p>	TMA684161	<p>(1) Financial services, namely, business management consulting, administration and marketing services for financial institutions, automobile dealers, retailers and other vendors of consumer and commercial goods and services and manufactured housing vendors; financial services, namely, database marketing, namely, algorithms application and creation for provision or administration of specific financial products or services based on various criteria; consultation</p>

		<p>services in the field of advertising, telemarketing, sales volume tracking, customer service administration, e-commerce marketing;</p> <p>(2) Insurance underwriting services in the fields of property, traditional and manufactured housing homeowner's, renter's, single interest, flood, disaster and hazard, creditor placed insurance, casualty, health, life, funeral needs coverage, dental, disability, accidental death, dismemberment, involuntary unemployment, contractual liability, surety, credit, mortgage loan protection, and creditor paid insurance; reinsurance underwriting and reinsurance management services for disability and other insurance policies; creation and administration of preferred provider, prepaid and discount healthcare plans; administration of insurance-based self-funded group benefit plans; disability claim administration in the nature of processing and payment services; administration of extended warranty contracts and repair and replacement contracts in the fields of consumer appliances, electronics, computers, wireless and other communication devices, tires, furniture, jewelry, motor vehicles, non-motorized vehicles, and other consumer and commercial products; insurance tracking services for loan collateral; insurance administration in the field of debt protection administration and supplemental debt protection.</p> <p>(3) Financial services, namely debt protection administration, design and implementation, supplemental debt protection administration, design and implementation; financial services, namely, (financial) products design and implementation; insurance services, insurance company management, insurance underwriting services and insurance tracking services; consultation services in the field of debt protection, claims and services, repair and replacement contract administration and other patented insurance and administration processes.</p> <p>(4) Consultation services in the field of licensing and invention of marketing and enrollment application processes</p>
<p>ASSURANT &amp; Design</p>  <p>ASSURANT</p>	TMA685517	<p>(1) Financial services, namely, business management consulting, administration and marketing services for financial institutions, automobile dealers, retailers and other vendors of consumer and commercial goods and services and manufactured housing vendors; financial services, namely, database marketing, namely, algorithms application and creation for provision or administration of specific financial products or services based on various criteria; consultation services in the field of advertising, telemarketing, sales volume tracking, customer service administration, e-commerce marketing;</p> <p>(2) Insurance underwriting services in the fields of property, traditional and manufactured housing homeowner's, renter's, single interest, flood, disaster and hazard, creditor placed insurance, casualty, health, life, funeral needs coverage, dental, disability, accidental death, dismemberment, involuntary unemployment, contractual liability, surety, credit, mortgage loan protection, and creditor paid insurance; reinsurance underwriting and reinsurance management services for disability and other insurance policies; creation and administration of preferred provider, prepaid and discount healthcare plans; administration of insurance-based self-funded group benefit plans; disability claim administration in the nature of processing and payment services; administration of extended warranty contracts and repair and replacement contracts in the fields of consumer appliances, electronics, computers, wireless and other communication devices, tires, furniture, jewelry, motor vehicles, non-motorized vehicles, and other consumer and commercial products; insurance tracking services for loan collateral; insurance administration in the field of debt protection administration and supplemental debt protection.</p> <p>(3) Financial services, namely, debt protection administration, design and implementation, supplemental debt protection administration, design and implementation; financial services, namely, (financial) products design and implementation; insurance services, insurance company management, insurance underwriting services and insurance tracking services; and consultation services in the field of debt protection, claims and services, repair and replacement contract administration and other patented insurance and administration processes.</p> <p>(4) Consultation services in the field of licensing and invention of marketing and</p>
		enrollment application processes

# Appearances and Agents of Record

**HEARING DATE:** 2025-05-01

## **APPEARANCES**

**For the Opponent:** Michael O'Neill

**For the Applicant:** Yann Canneva

## **AGENTS OF RECORD**

**For the Opponent:** Marks & Clerk

**For the Applicant:** Yann Canneva (Langlois avocats, s.e.n.c.r.l.)