Canadian Intellectual Property Office

THE REGISTRAR OF TRADEMARKS

Citation: 2026 TMOB 9

Date of Decision: 2026-01-26

IN THE MATTER OF AN OPPOSITION

Opponent: Domtar Inc.

Applicant: Produits De Papier Paramount Ltée / Paramount Paper Products Ltd.

Application: 1,752,243 for HUSKY NORTH

INTRODUCTION

[1] This is an opposition brought by Domtar Inc. (the Opponent) in respect of application number 1,752,243 filed by Produits De Papier Paramount Ltée / Paramount Paper Products Ltd. (the Applicant) for the trademark HUSKY NORTH (the Mark).

[2] The Mark is applied for in association with the goods set out in the attached Schedule A (the Goods). The Goods primarily consist of items related to packing and shipping (i.e. packing glue, utility knives, carboard boxes, and shipping supplies), and disposable sanitary and safety supplies (i.e. hair nets, disposable gloves, masks, fire resistant gear, and sanitary and surgical masks).

[3] The primary issue in this proceeding is whether the Mark is confusing with the Opponent's trademarks HUSKY and HUSKY JET, which are registered in Canada under nos. TMA410,258 and TMA993,476 respectively (the Opponent's Registered Marks), details of which are attached as Schedule B, as well as the Opponent's common law trademarks previously used in Canada, namely, HUSKY, HUSKY Offset, HUSKY Opaque Offset, HUSKY Recycled Opaque Offset, HUSKY Digital, HUSKY Recycled Digital, and HUSKYJET (the HUSKY-Formative Marks).

[4] For the reasons set out below, the opposition is successful in part.

THE RECORD

[5] The application for the Mark was filed on October 27, 2015 and was advertised for opposition purposes in the *Trademarks Journal* dated November 15, 2023.

[6] On March 15, 2024, the Opponent filed its statement of opposition under section 38 of the *Trademarks Act*, RSC 1985, c T 13 (the Act).

[7] The Opponent bases the opposition on sections 38(2)(a) and 30(2)(a) (goods not set out in ordinary commercial terms), 38(2)(b) and 12(1)(d) (not registrable due to confusion with the Opponent's registered trademarks), 38(2)(c) and 16(1)(a) (non-entitlement to registration), 38(2)(d) and 2 (non-distinctiveness) and 38(2)(f) (not entitled to use).

[8] The Applicant filed a counterstatement refuting the grounds of opposition.

[9] In support of its opposition, the Opponent filed certified copies of the registrations for the Opponent's Registered Marks and the affidavits Jennifer Boothby, sworn December 11, 2024 (the Boothby Affidavit) and Kathryn Jackson, sworn December 12, 2024 (the Jackson Affidavit).

[10] The Applicant filed a statement indicating that it would not be filing evidence.

[11] The Opponent filed written representations. No oral hearing was held.

OVERVIEW OF THE EVIDENCE

[12] Only the Opponent filed evidence in this proceeding, which consists of certified copies of registrations for the Opponent's Registered Marks and the Boothby and Jackon affidavits.

The Boothby Affidavit

[13] Ms. Boothby is an articling student employed by the Opponent's agent.

[14] The Boothby Affidavit contains details and results of a search conducted by Ms. Boothby at the direction of a lawyer from the Opponent's agent of the Canadian Intellectual Property Office's (CIPO) *Trademarks Examination Manual* (the Manual) for the following:

- the section of the Manual titled "2.4.5 Ordinary commercial terms for specific goods or services – paragraph 30(2)(a) of the Act and section 29 of the Regulations" [Exhibit A].
- a search of CIPO's Goods and Services Manual (the Goods and Services Manual) for the following terms with results attached as Exhibit B:
    - wrist support
    - fast pack
    - paper bar code
    - industrial film
    - industrial packaging
    - protective packaging
    - industrial tape

- air pillow
- loose fill
- corner board
- top sheet
- anti slip sheet

The Jackson Affidavit

[15] Ms. Jackson is the Vice President of marketing and project management for the Opponent, a role which she has held since April 1999 [para 1].

[16] The Jackson Affidavit contains, *inter alia*, the following statements, information, and exhibits:

- The Opponent, a North American pulp and paper manufacturer, is the largest integrated manufacturer and marketer of uncoated freesheet paper in North America, and one of the largest manufacturers of pulp in the world [para 2].
- The Opponent operates 42 locations in Canada [para 3].
- The respective certificates of registration for the Opponent's Registered Marks are attached as Exhibit A [para 5].
- The Opponent's Registered Marks are used in connection with paper for printing purposes and paper goods (the Opponent's Goods) [para 6].
- The Opponent's paper product line was launched in 1986 with printing paper for use with offset printers and was used in association with the trademark HUSKY Offset [para 7].
- The Opponent's paper product line has since evolved and expanded to include product lines under the trademarks HUSKY Opaque Offset, HUSKY Recycled Opaque Offset, HUSKY Digital, HUSKY Recycled Digital, and HUSKY JET [para 8].

- Attached as Exhibit B are images of the labels that appear on individual reams of paper, and on the labels that appear on the cartons for HUSKY Digital and HUSKEY JET. These images are consistent with how the product labels have appeared since at least 2007 for HUSKY Digital and since at least 2016 for HUSKY JET [para 10].
- Attached as Exhibit C are photographs of the cartons for HUSKY Digital, HUSKY JET, HUSKY Opaque Offset, and HUSKY Recycled Opaque Offset, as well as a photograph of a press-ready skid of HUSKY Offset. These images are consistent with how the packaging for such products have appeared since at least 2016 for HUSKY JET and at least 2007 for the remaining trademarks [para 11].
- The Opponent's Goods are primarily sold to distributors of paper and paper products, but are also sold directly to commercial printers and other businesses [para 12].
- From 2007 onwards, sales of the Opponent's Goods in Canada have exceeded $200 million CAD annually [para 13].
- Attached as Exhibit D are representative invoices for the Opponent's Goods sold to Canadian customers dating back to 2010 [para 14].
- The Opponent has invested and continues to invest significantly in advertising and promoting the HUSKY-Formative Marks for the Opponent's Goods in Canada including:
    - in-person presentations [Exhibit F]
    - print advertising [Exhibits G and E]
    - industry trade shows and conferences [Exhibits H-1 and H-2]
    - on the website www.domtar.com/domtar-paper/our-brands/husky/ (the Opponent's Website) [Exhibit I]

- on social media, specifically Facebook and Instagram [Exhibit J]

EVIDENTIAL BURDEN AND LEGAL ONUS

[17] In accordance with the usual rules of evidence, there is an evidential burden on the Opponent to prove the facts inherent in its allegations pleaded in the statement of opposition [*John Labatt Ltd v Molson Companies Ltd*, 1990 CanLII 11059, CarswellNat 1053 (FC)]. The presence of an evidential burden on order for the issue to be considered at all, there must be sufficient admissible evidence from which it could reasonably be concluded that the facts alleged to support that issue exists [*John Labatt* at 298].

[18] For those allegations for which the Opponent has met its evidential burden, the legal onus is on the Applicant to show that the application does not contravene the provisions of the Act as alleged in the statement of opposition. The presence of a legal onus on the Applicant means that, if a determinate conclusion cannot be reached once all the evidence has been considered, then the issue must be decided against it.

PRELIMINARY MATTERS

[19] The Opponent is relying on several HUSKY-formative trademarks in support of its opposition, including the HUSKY Mark. In its evidence, specifically the Jackson Affidavit, Ms. Jackson uses the defined term "HUSKY Marks" to refer to the Opponent's Registered Marks [para 4]. Ms. Jackson also generally refers to the "HUSKY product line" which appears to reference the Opponent's Goods being sold in association any of the HUSKY-Formative Marks, being trademarks that have additional descriptive word matter after the HUSKY Mark [paras 7 to 9].

[20] Exhibit B of the Jackson Affidavit contains representative images of labels used on individual paper ream packaging and cartons of paper. Ms.

Jackson confirms that the images contained in Exhibit C are representative of the packaging used since at least 2007 in respect of the HUSKY Digital trademark. A review of the images in Exhibit B show that the HUSKY Mark is displayed independently from the descriptive word matter.

[21] This separate placement of the HUSKY Mark constitutes use of that trademark even though the HUSKY-Formative Marks also appear on the boxes as there is nothing prohibiting the use of multiple trademarks on the same goods or services [see, for example, *A.W. Allen Ltd. v Warner-Lambert Canada Inc.*, 1985 CanLII 6440 (FC)].

ASSESSMENT OF GROUNDS OF OPPOSITION

Section 38(2)(b) and 12(1)(d) Ground – Confusion with Registered Trademark

[22] The Opponent pleads the Mark is not registrable as it is confusing with the Opponent's Registered Marks in Canada.

[23] The relevant date for this ground of opposition is the date of my decision [*Park Avenue Furniture Corp v Wickers/Simmons Bedding Ltd* (1991), 37 CPR (3d) 413 (FCA)].

[24] An opponent's initial burden is met with respect to a section 12(1)(d) ground of opposition if the registration(s) relied upon remain in good standing as of the date of the opposition decision. I have exercised my discretion to check the register and confirm that registrations for the Opponent's Registered Marks remain extant [see *Quaker Oats Co of Canada v Menu Foods Ltd*, 1986 CanLII 7700 (TMOB), 11 CPR (3d) 410]. I therefore find that the Opponent has satisfied its evidential burden for this ground. I must now assess whether the Applicant has met its legal onus.

[25] In determining whether two trademarks are confusing, all the surrounding circumstances should be considered, including those listed in section 6(5) of the Act: the inherent distinctiveness of the trademarks and the extent to which they have become known; the length of time the trademarks have been in use; the nature of the goods and 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. 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 at para 54; *Veuve Clicquot Ponsardin v Boutiques Cliquot Ltée*, 2006 SCC 23]. I also refer to *Masterpiece Inc v Alavida Lifestyles Inc*, 2011 SCC 27 at para 49, where the Supreme Court of Canada states that

section 6(5)(e), the degree of resemblance between the trademarks, will often have the greatest effect on the confusion analysis.

[26] The test for confusion is assessed as a matter of first impression in the mind of a casual consumer somewhat in a hurry who sees the applicant's mark, at a time when they have no more than an imperfect recollection of the opponent's trademark, and do not pause to give the matter any detailed consideration or scrutiny, nor to examine closely the similarities and differences between the marks [*Veuve Clicquot* at para 20].

[27] I consider the Opponent's HUSKY registered trademark (the HUSKY Mark) to present the Opponent's best chance of success given that it more closely resembles the Mark. I will therefore assess this ground based on the Opponent's HUSKY Mark alone.

Inherent Distinctiveness and Extent Known

[28] The HUSKY Mark has a fair level of inherent distinctiveness as it does not appear to have any suggestive connotation in respect of the Opponent's Goods.

[29] The Mark also contains the word "husky" but in conjunction with the word "north", which I also do not consider descriptive but is arguably suggestive of the Goods originating from a northern location.

[30] Overall, I do not consider either party to be particularly favoured in respect of inherent distinctiveness as the respective trademarks of the parties both have a fair degree of inherent distinctiveness.

[31] With respect to extent known, the Opponent's evidence establishes use of the HUSKY Marks since at least as early as 2007 [Jackson Affidavit, para 11, Exhibit C]. The Jackson Affidavit also contains, among other things, examples of the use of the HUSKY Mark in print advertising representative of

how the HUSKY Mark has been used for advertising purposes since at least 2015, on the Opponent's Website and on social media [paras 18, 20, and 21, Exhibits G, I, J].

[32] As the Applicant has not filed any evidence of use of the Mark, the Opponent is clearly favoured in respect of extent known.

[33] Overall, this factor favours the Opponent.

Length of Time in Use

[34] As the Opponent has evidenced use of the HUSKY Mark since at least as early as 2007, and the Applicant has filed no evidence of the Mark, the Opponent is also clearly favoured by this factor.

Nature of the Goods, Services or Business/ Nature of the Trade

[35] When considering these factors in the assessment of confusion, it is the statement of goods as defined in the registration(s) relied upon by the Opponent and the statement of goods in the application that govern the assessment of the likelihood of confusion [*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)]. In assessing the nature of the trades of the parties, the assessment should focus on the parties' entitlement to sell their respective goods through a given channel of trade rather than whether they in fact do so [*United Artists Pictures Inc v Pink Panther Beauty Corp*, 1998 CanLII 9052 (FCA); *Liverton Hotels International Inc v Diva Delights Inc*, 2015 TMOB 53 at para 48].

[36] The Opponent submits that the Applicant's Class 7 and Class 16, which can generally be described as the Applicant's pulp-related products, directly overlap with the business of the Opponent [written representations, paras 54 and 55]. While the Opponent notes that it primarily sells writing and

printing paper in association with the HUSKY Mark, it also points out that the registration for the HUSKY Mark is not limited to such goods and broadly covers "finished and cut paper" and "paper products, namely vellum Bristol coated cover, tag and index" [written representations, para 55]. Additionally, the Opponent submits the term "finished and cut paper" is not restricted to any fields of use and could reasonably extend to cut paper intended to be used as paper packaging, wrapping, protective and display materials [written representations, para 55].

[37] With respect to the Class 7 goods (being "Paper fill packaging machines, air pillow packaging machines and machines for making corrugated cardboard"), the Opponent submits as follows [written representations, para 60]:

> Consumers would also believe that [the Applicant's] packaging machines, including its paper fill packaging machine, originate from the Opponent. Given that HUSKY is known in connection with paper goods, it would be entirely reasonable for consumers to assume that the brand has expanded into equipment used for handling or processing paper-based materials, such as packing machines that dispense paper fill.

[38] The Opponent has filed no evidence to support the assertion above. More specifically, there is no evidence upon which it can be concluded that the consumers of paper products are the same consumers of packaging machines, or that these goods would share the same or similar channels of trade. The Opponent's own evidence indicates that the Opponent's Goods are sold primarily to distributors of paper and paper products and also directly to commercial printers and other businesses and provides no indication that these consumers would also engage in the purchase of packing machinery [Jackson Affidavit, para 12]. I am therefore unable to conclude that the Applicant's Class 7 goods share a channel of trade with the Opponent's Goods, or that such goods would be purchased by the same or similar consumers.

[39] Regarding the Applicant's class 16 goods, I agree that there is some overlap or at least a close connection to the Opponent's Goods where the lass 16 goods relate to paper-based products and that there could be an overlap in the channels of trade.

[40] I therefore find that the Opponent is favoured by these factors in respect of the paper-based Class 16 goods (the Paper Goods) in the application for the Mark, excluding "Polyethylene bags for packaging", "films", "tape", "Industrial packaging products and protective packaging made of plastic, namely plastic cushioning which contains encapsulated air cells used for packaging, air pillows, loose fill"; "Staplers and staples; glue for stationery or household purposes".

Degree of Resemblance

[41] When considering the degree of resemblance, the trademarks at issue must be considered in their entirety as a matter of first impression. They must not be carefully analyzed and dissected into their component parts [*Wool Bureau of Canada Ltd v Registrar of Trade Marks*, 1978 CanLII 4115 (FC), 40 CPR (2d) 25 (FCTD)]. That being said, the preferable approach is to consider whether there is an aspect of each trademark that is particularly striking or unique [*Masterpiece*, para 64]. Section 6(5)(e) of the Act also makes is clear that all of appearance, sound and idea suggested by the trademarks at issue are to be considered when assessing degree of resemblance for the purposes of a confusion analysis.

[42] The Opponent submits that, considering the HUSKY Mark and the Mark share the same initial element, the trademarks are "nearly identical" in appearance and as sounded [written representations, para 37].

[43] I agree with the Opponent that the Mark and the HUSKY Mark share the same distinctive element, namely, the word "husky". The trademarks are

very similar in appearance and sound given the shared initial element, which is also the distinctive and dominant element of both trademarks. The additional word matter in the Mark, namely the word "north" does little to differentiate the Mark from the HUSKY Mark given that it is arguably suggestive of the where the Goods may originate from, namely, a northern region.

[44] This factor therefore favours the Opponent.

Conclusion on Confusion

[45] Having regard to the foregoing, I find that the Applicant has not met its legal onus to show that, on a balance of probabilities, it is not reasonably likely that an individual who has an imperfect recollection of the HUSKY Mark, would not, as a matter of first impression and imperfect recollection, conclude that the Applicant's Paper Goods share a common source. I make this finding given that all of the surrounding circumstances favour the Opponent.

[46] This ground of opposition is therefore successful in respect of the Paper Goods, a full list of which is attached as Schedule C.

Section 38(2)(c) and 16(1)(a) Ground – Confusion Previously Used Trademark

[47] The Opponent submits that the HUSKY-Formative Marks have been used in Canada long before the October 27, 2015 filing date of the application for the Mark and still remain in use.

[48] The Opponent has provided evidence that from 2007 onwards sales of HUSKY paper have exceeded $200 million CAD per year as well as representative invoices for various products sold to Canadian consumers dating back to 2010 [Jackson Affidavit, para 13, Exhibit D]. While it is not clear that all of the items listed in the representative invoices were HUSKY

branded goods, the trademarks HUSKY, HUSKY XEROCOPY, HUSKY OFFSET, HUSKY DIGITAL, HUSKY OPAQUE OFFSET, and HUSKY JET are clearly identified in the invoices. I therefore find that the Opponent has met its initial burden of demonstrating use of various HUSKY trademarks in Canada prior to the filing date of the application for the Mark, which is the relevant date for this ground.

[49] As with the section 12(1)(d) ground above, I am of the view that the Opponent's best case under this ground is reliance on the HUSKY Mark given it most closely resembles the Mark.

[50] The Opponent submits that each of the section 6(5) factors support a finding of a likelihood of confusion as of the filing date of the application for the Mark.

[51] My assessment of the section 6(5) factors for the section 12(1)(d) are not affected by the earlier material date for this ground, other than reducing the length of time in use and potentially extent known, which nonetheless still favours the Opponent given that there is no evidence of use of the Mark of record. I therefore find that the Opponent succeeds on this ground as well, but also only in respect of the Paper Goods in Class 16.

Section 38(2)(a) and 30(2)(a) Ground – Goods not set out in ordinary commercial terms

[52] The Opponent submits that the application for the Mark does not contain a statement in ordinary commercial terms of the goods with which the trademark is used or proposed to be used. More specifically, the Opponent asserts that the following goods are not set out in ordinary commercial terms [written representations, para 31]:

> Cl 9: " ...protective gear such as... " and " ...wrist supports...;"

> Cl 16: " ...namely corrugated cardboard or paper wrappers...corrugated cardboard or paper fast-packs, corrugated cardboard or paper self-closing packaging boxes or envelopes, corrugated cardboard or paper sheets...corrugated cardboard or paper bar codes...;" and "Industrial...films, protective packaging and tape;" and "Industrial packaging products and protective packaging made of cardboard or plastic, namely ...air pillows, loose fill, corner boards, top sheets, anti-slip sheets;" and "glue for stationery or household purposes;"

[53] Generally, the material date for considering a ground of opposition based on section 30(a) of the Act is the date the application was filed. However, when an application has been amended to conform to ordinary commercial terms in response to a preliminary report by the Examiner, the amended application date will be considered as the material date for considering grounds of opposition that are based on section 30(a) of the Act [see *Eaton Williams (Millbank) Ltd v Nortec Air Conditioning Industries Ltd* (1982), 1982 CanLII 5646 (CA TMOB), 73 CPR (2d) 70 (TMOB)]. Applying similar reasoning to the present case, the material date is August 7, 2023, the date the application was last amended.

[54] In support of its assertion, the Opponent relies on the Boothby Affidavit which contains searches of the Goods and Services Manual for each of the terms listed above in paragraph 15 which were conducted on December 9, 2024.

[55] I note that the majority of the goods that were searched were searched as isolated goods when the goods in the application for the Mark are actually preceded by qualifying language, which is specifically noted in the Opponent's written representations [para 32 (a) to (c), (f), (h) to (n)]. I do not consider the search results for specific goods without the qualifying language (which in most of the goods searched by Ms. Boothby precedes the word "namely" or in the case of "wrist supports" the words "such as") to be relevant as the goods are being searched in the abstract and not as they are fully described in the application for the Mark.

[56] In other cases, Ms. Boothby searched for goods that did not include the entire description of the goods. Specifically, Ms. Boothby searched for the goods "industrial packaging" and "industrial tape", where the goods are actually described as "industrial protective packaging" and "industrial protective tape" respectively [Boothby Affidavit, para 4].

[57] For the goods discussed in paragraphs 32(d), (e), (f), (j), and (o) of its written representations, the Opponent takes issue with use of the word "or" in these statements and claims that these statements do not "identify a specific good" due to the use of the word "or". However, use of the word "or" is not prohibited in a statement of goods and each statement must be read in its entirety to determine whether a statement is sufficiently detailed to be considered acceptable.

[58] I also note that the Goods and Services Manual is not an exhaustive list of acceptable descriptions of goods and services. As noted in the section "2.4.5 Ordinary commercial terms for specific goods or services – paragraph 30(2)(a) of the Act and section 29 of the Regulations" of the Manual, which is attached as Exhibit A of the Boothby Affidavit, the Goods and Services Manual contains a "representative listing" of goods and services and other descriptions of goods and services that are analogous to the representative listings may also be acceptable:

> A representative listing of acceptable goods and services that are considered to be ordinary commercial terms for specific goods or services can be found in the Goods and Services Manual.
>
> For goods or services not found in the Goods and Services Manual, acceptable listings can be used to indicate, by analogy, the kinds of statements that would also be acceptable to describe similar goods or services. A statement of goods or services is acceptable if it is as specific as, or more specific than, a related or similar listing.

[59] Finally, the last amended application for the Mark was filed on August 7, 2023 and was then examined at some point before it was approved for advertisement on October 17, 2023. As the searches of the Goods and Services Manual contained in the Boothby Affidavit were conducted on December 9, 2024, more than a year after the material date for this ground, even if it were clear that a specific statement of goods in the application for the Mark was not in compliance with the Goods and Services Manual as it read in December 2024, it may not accurately reflect the acceptability of that same statement in August 2023.

[60] For all of the reasons above, I cannot conclude that the statements of goods the Opponent asserts are not in ordinary commercial terms and, in fact, not acceptable.

[61] This ground of opposition is therefore unsuccessful.

Remaining Grounds of Opposition

[62] The two remaining grounds of opposition, being that the Mark is not distinctive within the meaning of section 2 of the Act and that the Applicant was not entitled to use the Mark in Canada under section 38(2)(f), as pleaded both are rooted in an allegation of confusion with the Opponent's HUSKY Marks.

[63] The material dates for these grounds are the date of filing of the statement of opposition (March 15, 2024) and the filing date of the application (October 27, 2015).

[64] The earlier material dates for these grounds do not affect my overall assessment of confusion set out in detail in respect of the section 12(1)(d) ground. Considering the Opponent is relying on the same confusion allegations for these remaining grounds as the section 12(1)(d) and 16(1)(a) grounds, even if I were to conclude that the Opponent had met its initial

burden for these grounds, the result would be no more favourable for the Opponent than that under sections 12(1)(d) or 16(1)(a). I therefore do not consider it necessary to assess the remaining grounds of opposition.

DISPOSITION

[65] Pursuant to the authority delegated to me under section 63(3) of the Act, I refuse the application with respect to the following goods:

> Cardboard boxes, corrugated products made of cardboard or paper, namely corrugated cardboard or paper wrappers, corrugated boards, corrugated cardboard cartons, corrugated cardboard bins, corrugated cardboard die cuts, corrugated cardboard or paper fast-packs, corrugated cardboard or paper self-closing packaging boxes or envelopes, corrugated cardboard or paper sheets, corrugated cardboard pads, corrugated cardboard partitions, corrugated cardboard trays, corrugated cardboard or paper bar codes, corrugated cardboard counter-top displays, corrugated cardboard floor displays and corrugated cardboard promotional displays; Industrial papers, envelopes, films, protective packaging and tape; Industrial packaging products and protective packaging made of cardboard, namely corrugated carboard rolls, loose fill, corner boards, top sheets, anti-slip sheets

and I reject the opposition with respect to the remainder of the goods in the application pursuant to section 38(12) of the Act.

Leigh Walters
Member
Trademarks Opposition Board
Canadian Intellectual Property Office

SCHEDULE A

The Applicant's Goods

Cl 1 (1) Industrial latex packing glue;

Cl 6 (2) Wire rope;

Cl 7 (3) Paper fill packaging machines, air pillow packaging machines and machines for making corrugated cardboard;

Cl 8 (4) Utility knives and blades;

Cl 9 (5) Sanitary and safety supplies, namely hair nets, masks for the protection against dust, protective face masks for the prevention of accident or injury, disposable gloves for laboratory use, disposable latex gloves for laboratory use, disposable plastic gloves for laboratory use, fire resistant gloves and protective gear such as wrist supports, arm protectors, knee pads for workers and elbow pads for workers;

Cl 10 (6) Disposable gloves for medical purposes, examination gloves for medical purposes, gloves for use in hospitals, disposable sanitary masks for protection against viral infections, masks for use by medical personnel, sanitary masks, and surgical masks;

Cl 16 (7) Cardboard boxes, corrugated products made of cardboard or paper, namely corrugated cardboard or paper wrappers, corrugated boards, corrugated cardboard cartons, corrugated cardboard bins, corrugated cardboard die cuts, corrugated cardboard or paper fast-packs, corrugated cardboard or paper self-closing packaging boxes or envelopes, corrugated cardboard or paper sheets, corrugated cardboard pads, corrugated cardboard partitions, corrugated cardboard trays, corrugated cardboard or paper bar codes, corrugated cardboard counter-top displays, corrugated cardboard floor displays and corrugated cardboard promotional displays; Polyethylene bags for packaging; Industrial papers, envelopes, films, protective packaging and tape; Industrial packaging products and protective packaging made of cardboard or plastic, namely corrugated carboard rolls, plastic cushioning which contains encapsulated air cells used for packaging, air pillows, loose fill, corner boards, top sheets, anti-slip sheets; Staplers and staples; glue for stationery or household purposes;

Cl 21 (8) Disposable latex and nitrile gloves for general use, light duty utility gloves, plastic household gloves, gloves for household purposes,

household gloves for general use, latex gloves for household purposes and glue pots;

Cl 22 (9) Shipping supplies, namely nylon strapping for securing loads, nylon tie-down straps, nylon towing straps, polypropylene straps for securing bundles, straps, not of metals, for handling loads, twine, twist ties and plastic fastening ties;

SCHEDULE B

The Opponent's Registered Marks

HUSKY (TMA410258)

Cl 16 (1) Finished and cut paper.

Cl 16 (2) Paper products - namely vellum bristol, coated cover, tag and index.

HUSKYJET (TMA993476)

Cl 16 (1) Paper goods, namely, business return cards, posters, company annual reports and brochures, company identity campaigns, namely folders, envelopes, single sheets, multipage books and pieces, namely catalogues, direct mail books, brochures, annual reports and keepsake books; newsletters, catalogues, presentation folders and books; direct mail paper, namely, postcards, multi-page mailers, bi-fold, tri-fold, and saddle stitched multipage mailers.

SCHEDULE C

The Applicant's Paper Goods

Cardboard boxes, corrugated products made of cardboard or paper, namely corrugated cardboard or paper wrappers, corrugated boards, corrugated cardboard cartons, corrugated cardboard bins, corrugated cardboard die cuts, corrugated cardboard or paper fast-packs, corrugated cardboard or paper self-closing packaging boxes or envelopes, corrugated cardboard or paper sheets, corrugated cardboard pads, corrugated cardboard partitions, corrugated cardboard trays, corrugated cardboard or paper bar codes, corrugated cardboard counter-top displays, corrugated cardboard floor displays and corrugated cardboard promotional displays; Industrial papers, envelopes, protective packaging; Industrial packaging products and protective packaging made of cardboard, namely corrugated carboard rolls, corner boards, top sheets, anti-slip sheets;

Appearances and Agents of Record

HEARING DATE: No hearing held

AGENTS OF RECORD

For the Opponent: Smart & Biggar LP

For the Applicant: Phillips Friedman Kotler S.E.N.C.R.L./LLP