

**O-298-11**

**TRADE MARKS ACT 1994**

**IN THE MATTER OF APPLICATION 2540600  
BY ASSORTRADING LTD TO REGISTER THE TRADE MARK**

The word "Medicare" is written in a light green, sans-serif font. A small, light blue water droplet is positioned above the letter 'i'.

**IN CLASS 5**

**AND IN THE MATTER OF OPPOSITION  
THERE TO UNDER NO 100940  
BY MEDICAREPLUS INTERNATIONAL LTD**

**TRADE MARKS ACT 1994**

**IN THE MATTER OF Application No 2540600  
By Assortrading Ltd to register the trade mark**


**Medicare**

and

**IN THE MATTER OF opposition thereto under No 100940 by Medicareplus International Ltd**

**BACKGROUND AND PLEADINGS**

1. On 1<sup>st</sup> March 2010, Assortrading Ltd of 62 Portman Road, Reading RG30 1EA (hereafter, "Assort") applied to register the mark as above in class 5 for "Adult Incontinence Products".
2. The application was allocated number 2540600 and was published in the Trade Marks Journal on 11<sup>th</sup> June 2010 and on 9<sup>th</sup> September 2010 Medicareplus International Ltd of Chemilines House, Alperton Lane, Wembley, Middlesex HA0 1DX (hereafter, "Medi") lodged an opposition against the goods specified above.
3. Medi has opposed on the sole basis of section 5(2)(b), citing the following earlier marks:

Mark. Filing and registration dates	Goods and services relied upon under section 5(2)(b)
<p>2521384 ('384)</p>  <p>16<sup>th</sup> July 2009</p>	<p>Class 5</p> <p>Pharmaceutical and medical preparations, pharmaceutical preparations for dermatological use, preparations used for stoma care, medical grade barrier film, medical grade adhesive remover, medical grade barrier cream, discharge solidifying agents, deodorants for medical use, silicone based preparations for removing adhesive materials, silicone based preparations for barrier film, silicone based preparations for barrier cream, wipes for hygienic purposes, wipes for medical use, materials for dressings to include bandages, cotton wool, gauzes, cotton and gauze tissue, absorbable products used as dressings, dressings packs, cotton products used as dressings, non-adherent pads, absorbable film faced dressings, hydrocolloid dressings, polyurethane foam dressings, silicone based dressings, silver coated dressings, dressings for wound management.</p>

12<sup>th</sup> March 2010

2537485 ('485)

 Medicareplus  
INTERNATIONAL

 Medicareplus  
INTERNATIONAL

25<sup>th</sup> January 2010

14<sup>th</sup> May 2010

Class 3

Toiletries; toilet preparations; impregnated paper and pads for removing make-up; sponges impregnated with toiletries; medicated preparations for cleaning the skin and scalp; talcum powder; tissues; wipes of cellulose, paper, textiles and non-woven fabrics, all impregnated with toilet preparations and/or perfumes or scents and/or non-medicated preparations for personal use and/or cleaning preparations and/or with cosmetics; wet wipes and moist wipes; cellulose or tissue wipes for cosmetic use; cotton wool, cotton sticks and cotton wool buds; toiletry swabs, sponges and sticks, including medicated or perfumed cuticle sticks.

Class 5

Pharmaceutical, medicinal, sanitary and antiseptic preparations and substances; medicated preparations and substances, including pharmaceutical preparations for dermatological use; preparations used for stoma care; wet or moist wipes for hygienic or medical or surgical purposes; cellulose or tissue wipes for hygienic and medical use; antiseptic and medicated wipes; moist wipes impregnated with a pharmaceutical lotion; naturopathic and homeopathic preparations and substances; dietetic substances and preparations adapted for medical use, including dietetic beverages; medicinal teas; food supplements, including liquid food supplements and food and drink supplements for children, invalids and sportsmen and sportswomen; plant compounds and extracts for use as dietary supplements; mineral drinks; vitamin drinks; beverages adapted for medical or medicinal purposes; medicinal tonics and mineral waters; preparations for easing the discomfort of menopausal symptoms, of hot flushes and of night sweats by enhancing the balance of hormones; preparations for promoting relaxation, rest and a positive mood; preparations for maintaining bladder health and support of the urinary tract, prostate health and a natural pH balance; preparations for the treatment of diarrhoea, thrush, ringworm, athletes foot and fungal infections; preparations for treating rashes; rehydration sachets, tapes, bands, plasters, cotton and gauze tissues, compresses and chemical preparations, all for medical purposes; medical and surgical dressings; materials for dressings, including absorbable and cotton products and non-adherent pads; absorbable film-faced dressings, hydrocolloid and polyurethane foam dressings; silicone-based dressings, silver-coated dressings and dressings for wound management; dressings packs; hygienic and medical bandages; antiseptics; bandages, surgical tape, sterile gauze,

	cotton wool, cotton wool wipes for medical use, cotton buds, antiseptic spray and cream.
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4. Medi say the respective marks share the dominant and distinctive word, 'MEDICARE', and also share the same phonetic and visual elements, in particular the stylised dot within each mark. Colour differences are irrelevant in the analysis and the additional words, 'plus' and 'international', are non-distinctive and would not be noticed by the average consumer.
5. It also says the opposed goods are identical, as '485 (and also '384 but Medi has not, apparently, spotted that) includes "non-adherent pads" in class 5. Alternatively, the respective goods are similar, being sold through the same trade channels, to the same consumers and/or are complementary. Overall, Medi says there is a likelihood of confusion.
6. Assort filed a counterstatement denying the likelihood of confusion. It says there is no visual similarity, taking account of the large 'C' intersected by a circle in Medi's mark and the drop of water device used in its own mark. Incontinence pads are not really a 'medical product', says Medi, although they appear in class 5. Assort's product is sold only online and not in chemists' shops, nor any other retail establishment. Assort say it had offered Medi an undertaking it would only use the product on incontinence products sold online but had not received any response.
7. Evidence was filed by Medi only, which, insofar as it is factually relevant I shall summarise below. No further submissions were received by either party and no hearing was requested either and so I give my decision based upon a careful reading of the papers.

### **Opponent's evidence**

8. This is in the form of a witness statement dated 4<sup>th</sup> February 2011 by James Setchell, a trade mark attorney and Director of Trade Mark Consultants Ltd, acting for Medi. His evidence is aimed at refuting the submission by Assort that incontinence products are not medical products. Moreover, that in the event "non-adherent pads" in the '384 and '485 specifications are not identical with Assort's incontinence products, then, based upon a recognisable pattern in trade involving the same companies and distribution channels, many of the products in Medi's specifications are nonetheless

similar. His evidence is also designed to show that the words 'plus' and 'international' are, of themselves, non-distinctive, by reference to searches made on the UK trade mark register. These searches appear as Exhibits JCS1 and JCS2, showing the numbers of marks containing those words in class 5.

9. Exhibit JCS3 comprises copies of extracts taken from the website, [www.dictionary-reference.com](http://www.dictionary-reference.com), showing the entry for "adherent" meaning, as an adjective, "sticking, clinging, adhering". "Pad" is described as, inter alia, "a cushionlike mass of soft material used for comfort, protection or stuffing".
10. Exhibit JCS4 comprises extracts from the UK IPO's Classification Guide, showing that various "pads" are listed within class 5, including "incontinence pads" and that, according to the cross-search list, these are considered to be similar to (or overlapping with) various goods in class 3, such as medicated soaps and sanitary preparations for personal hygiene.
11. Exhibit JCS5 comprises extracts taken from a market report issued in April 2009 by KEY NOTE analysing the 'Medical Equipment' sector. The term medical consumables is defined as:

"disposable, rapid use products composed of paper, plastic, fabric or metal. They can either be sterile or non-sterile. The major products in this sector include: dressings, swabs, sutures, syringes, protective clothing, masks, disposable gloves and continence products".
12. Exhibit JCS6 comprises extracts taken from a market report issued in October 2009 also by KEY NOTE, entitled "Disposable Paper Products". The report highlights the relationship between continence products and other disposable paper products, including female sanitary products. The report also notes the variety of distribution channels for disposable paper products, including: regular grocery store, supermarkets, personal toiletry shops or pharmacies and drugstores, garage forecourts and discount stores, catering for "distress purchases".
13. Under the competitor analysis of the report, it is noted that the market leaders produce and sell a wide range of products spanning: tissues, toilet tissue, baby wipes, sanitary towels, kitchen towels, nappies and incontinence products. SCA HYGIENE PRODUCTS (SCA) is listed as a company involved in all categories of the above products. A trade association, "The Absorbent Hygiene Products Manufacturers Association" (AHPMA), exists and its member companies are manufacturers of disposable nappies, feminine care and continence care products. Exhibit JCS7 comprises pages from this Association's website showing member companies such as: KIMBERLEY-CLARK, P &G, LIL-LETS and SCA.

14. Exhibits JCS8 comprises pages from the SCA website showing its range of products including: toilet paper, nappies, feminine towels, liners and tampons, incontinence care pads and pants, napkins, handkerchiefs packaging and paper products. Exhibit JCS9 comprises pages from JOHNSON & JOHNSON' s website showing its range of products including: baby and skin care, wound care and topical products.
15. Exhibit JCS10 comprises extracts from the website [www.toiletrysales.com](http://www.toiletrysales.com), showing feminine hygiene products sold alongside incontinence products, first aid products, cotton wool/buds, wet wipes and maternity products.
16. Exhibit JCS11 shows pages from the BOOTS website showing the range of feminine hygiene products being sold along with incontinence products such as pads, pants, briefs, medical devices and bed and seat protection.
17. Exhibit JCS12 shows a similar range of products sold by SUPERDRUG on its website at [www.superdrug.com](http://www.superdrug.com) . .

## **DECISION**

### **Section 5(2)(b)**

18. The opposition is founded upon Section 5(2) (b) of the Act. This reads:

“(2) A trade mark shall not be registered if because –

(a).....

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected,

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.”

19. Medi's marks both have dates of application earlier than that of Assort's application. Both then comprise 'earlier trade marks' within the meaning of Section 6 of the Act. Moreover, given that their dates of registration are both within 5 years of the publication of the application, neither are subject to proof of use requirements.
20. In my consideration of a likelihood of confusion, I take into account the guidance from the settled case law provided by the Court of Justice of the European Union (“CJEU”) in *Sabel BV v Puma AG* [1998] RPC 199, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc* [1999] RPC 117, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* [2000] F.S.R. 77 and

*Marca Mode CV v Adidas AG & Adidas Benelux BV* [2000] E.T.M.R. 723, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH* C-120/04 and *Shaker di L. Laudato & C. Sas v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)* C-334/05 P (LIMONCELLO). It is clear from these cases that:

- (a) the likelihood of confusion must be appreciated globally, taking account of all relevant factors;
- (b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;
- (c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;
- (d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;
- (e) nevertheless, the overall impression conveyed to the public by a composite trade mark may, in certain circumstances, be dominated by one or more of its components;
- (f) and beyond the usual case, where the overall impression created by a mark depends heavily on the dominant features of the mark, it is quite possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;
- (g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;
- (h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either *per se* or because of the use that has been made of it;

- (i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;
- (j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;
- (k) if the association between the marks causes the public to wrongly believe that the respective goods [or services] come from the same or economically-linked undertakings, there is a likelihood of confusion.

### ***The average consumer and nature of the purchase***

- 21. The average end consumer for both parties' products, in a notional sense, will be the 'medical items' buying general public. The respective groups and identities of average consumers are thereby identical. The evidence and submissions make clear that adult incontinence products are available without, necessarily, prescription or other specialist intervention and the bulk of Medi's products are similarly available without prescription or specialist intervention. That is not to say that all Medi's products will never, under any circumstances, be prescribed. Some will, but for my purposes the focus of this comparison is specifically the area of incontinence and closely related products.
- 22. Both parties' products may be described as 'everyday', for use on a routine basis and bought accordingly. The level of circumspection in their selection will not be overly high, as in the case for example of high value 'one off' purchases, such as cars or jewellery, but neither will it be especially low, as in the case of sweets for example. These are personal products, bought for specific medical conditions and/or in the treatment of wounds. The products may not be high value but their selection by the average consumer will engage at least an average degree of circumspection. I will factor these comments into my overall assessment of likelihood of confusion.

### ***Comparison of marks***

- 23. The case law makes it clear I must undertake a full comparison (taking account of visual, phonetic and conceptual similarities and dissimilarities), from the perspective of the average consumer. Marks need to be considered in their totalities and overall impression (see authorities (c), (e) and (f) above in para 20), taking account of distinctive and dominant elements. In this case the two earlier marks are not the same in presentation and will require therefore separate and independent comparison.



## **'384 mark**

### **Visual comparison**

24. Medi's mark comprises the two words, 'Medicare' and 'plus'. The 'plus' is much smaller in text size and appears below the 'care' of 'Medicare'. There are two versions, the first being in dark and light blue and the second in grey scale. In the colour version, the element 'Medi' in Medicare is darker blue than the 'care' element. The 'c' of 'care' is enlarged and heavily stylised, taking human form as it is combined with a dot, or head shape at its peak; the swirl of the 'c' assuming a human arm configuration.
25. Assort's mark comprises the single word 'Medicare' in plain, green script. The 'i' of the word is not capped with a dot, but instead, a blue coloured pear or droplet shape.
26. Taking the similarities and dissimilarities into account I find the respective marks to be visually similar to a very high degree.

### **Phonetic comparison**

27. Given the much smaller size of the word 'plus' in Medi's mark I think it likely it may not even be enunciated in at all in normal use. In that case the marks will be phonetically identical pronounced, 'medi – care'. In the event, the 'plus' element is pronounced, the marks will nonetheless be phonetically similar to a very high degree.

### **Conceptual comparison**

28. By conceptual similarity, it is meant 'semantic' conceptual similarity. Although the word 'medicare' may not, of itself, exist in the dictionary, in the context of its usage on the products covered by the respective specifications any underlying meaning or derivation will be clear to the average consumer. That is to say, the prefix 'medi' will be seen as having regard to a product which is, in broad terms, medical in nature. The suffix, 'care', is a word in its own right which, in this context, and in combination with 'medi' will be seen to reinforce the product's intended purpose and function. Whilst the break between 'Medi' and 'care' is not as pronounced in Assort's as it is in Medi's mark, both parties' marks will nonetheless will be seen to combine the two known elements, 'medi' and 'care'.

29. As such, they are both, in their underlying semantic concepts, identical. The additional word 'plus, in Medi's mark will not disturb the underlying concept, that of 'medicare'. It merely serves to suggest, in the context of its usage, something which is, 'in addition to'.

### **Overall similarity of marks**

30. I need to bring my individual findings above into an overall assessment of similarity of marks, taking into account dominant and distinctive elements. Notwithstanding the presence of word 'plus' in Medi's mark and the different stylisation, plainly the dominant and distinctive element in Medi's mark will be the word, 'medicare'. The word 'medicare' is the sole verbal element in Assort's mark, and accordingly I find the respective marks are similar to a very high degree.

### **'485 mark**

31. The visual differences between this mark and '384 are the inclusion of the word 'international' and that the word 'plus', instead of being clearly separated from 'medicare' below, is included in the longer word, 'medicareplus'. There is also a slight colour difference in that there is no clear separation between light and dark blue.

32. Given, in particular, the inclusion of the word 'plus' in the longer word, 'medicareplus', I think the visual and phonetic comparisons will not have the same outcomes as with the '384 mark. The 'plus' word or element is far more likely to be registered in '485 as being an integral part of the longer word, than it is with '384. On that basis, I find the respective marks are similar, visually and phonetically to a high (rather than very high) degree. I should say I have not, of course, ignored the word 'international' either, in my visual and phonetic comparisons. Although it is plainly visible it does not possess the visual dominance of Medicareplus, and it may not even be enunciated in aural usage.

33. As far as my conceptual comparison is concerned, the inclusion of word 'plus' in 'medicareplus' rather than as a separate word, could have the potential effect that it contributes to, varies or otherwise alters the perception of 'Medicare'. Whilst with '384 I was more than content to dismiss the contribution of 'plus' as simply meaning 'in addition to', I need to be more careful with '485 that the contribution of 'plus' is as non –distinctive as regards the totality as it was with '384. In the circumstances however, I make the same finding as '384 on the basis that, although part of a longer word, the word or element 'plus' still does not vary the underlying conceptual derivation of 'medicare'. In particular, the average consumer will still see the core element of the word as being 'medicare'. There is no such thing as, for example, 'careplus', the 'plus' element at the end of the word does not, in the

circumstances, vary or otherwise disturb the other elements and the overall totality.

### **Overall similarity of the marks.**

34. Bringing my findings together I find the respective marks share, overall, a high degree of similarity.

### **Comparison of the goods**

35. In assessing the similarity of the goods, it is necessary to apply the approach advocated by case law and to take account of all the relevant factors relating to the services in the respective specifications. In *Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer* the CJEU stated at para 23 of the Judgment:

‘In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, *inter alia*, their nature and their method of use and whether they are in competition with each other or are complementary.’

36. Other factors have been identified in *British Sugar Plc v James Robertson & Sons Limited (Treat)* [1996] R.P.C. 281, such as the nature of the users and the channels of trade.

37. Incontinence products are not mentioned per se in Medi’ specifications, and its primary case is that ‘non-adherent pads’, in the specifications of both ‘384 and ‘485, are identical to ‘adult incontinence products’. Plainly, if synonymous terms are used, this results in a finding of identity, but I am not convinced the terms are synonymous. It is necessary first of all to see the exact context in which the term ‘non-adherent pads’ appears in both Medi’s specifications, as it is not the same.

38. In ‘384 , the term ‘non-adherent pads’ appears in the following context , “.... materials for dressings to include bandages, cotton wool, gauzes, cotton and gauze tissue, absorbable products used as dressings, dressings packs, cotton products used as dressings, non-adherent pads, absorbable film faced dressings,....”.

39. In contrast, in ‘485 the term ‘non-adherent pads’ appears in the following context, “...materials for dressings, including absorbable and cotton products and non-adherent pads; ...”.

40. Plainly, in ‘485 the term ‘non-adherent pads’ is intended to be tied to the term ‘materials for dressings’. In other words, it does not stand alone but is

defined as a 'material for dressing'. In '384, the grammatical issue is perhaps less clear cut and the term 'non-adherent pads' could plausibly be argued to 'stand alone'.

41. However, whether the term 'non-adherent pads' is expressly limited to being a 'material for dressings', or as a stand alone term, I am not persuaded it is identical to 'adult incontinence products'. As a 'material for dressing', its purpose is that of immediate wound treatment, as for example a pad to be applied directly on a wound, stemming the blood flow and sanitising the wound area, secured in place by further bandage or strapping. Even if not expressly a 'material for dressing', the stand alone term, 'non-adherent pads', would, in my view, be understood to have the same application.
42. In contrast, 'adult incontinence products', though they may incorporate absorbent 'pads', and even be known as 'incontinence pads', may not be referred to or recognised as 'non-adherent pads'. They may be referred to as 'pads' possibly or, as the evidence illustrates, by the obvious term, 'incontinence products'. I should say I assume an 'incontinence product' to be something that is worn rather than ingested as a pharmaceutical product, preparation or other treatment. In the event it were such a preparation then Medi has, in its '485 specification, 'preparation for maintaining bladder health' and so, in my view there would be identity.
43. Although I have found 'non-adherent pads' and 'adult incontinence products' not to be identical, I need to address the argument by Medi that 'non-adherent pads', along with many of its other products in class 5, are nonetheless similar or highly similar to 'adult incontinence products'.
44. Firstly, I agree with Medi that 'adult incontinence products' are, in a broad sense, 'medical products'. They address a recognisable physical condition. Had the only evidence for the classification of adult incontinence products as 'medical products' been the UK Registry's own cross search list then this may not have been sufficient, but Exhibit JCS6 is a trade-related market report, and expressly refers to such products as 'medical consumables'. Most, if not all, Medi's products in class 5 of both specifications are also medical products.
45. Medi's evidence goes further, and establishes a close nexus between adult incontinence products and other paper based, medical consumables, such as, and in particular, hygiene based products such as tissues, wipes and female sanitary products (see Exhibits JCS6 and 7). There is even a trade association reinforcing that connection. The specification of both earlier marks contain, eg 'wipes'.
46. The evidence goes still further in establishing the certain companies, such as, eg SCA, trade in all types of paper based medical consumables and that

such products are sold through the same distribution channels, such as, eg BOOTS and SUPERDRUG. The average consumer would be used to such a pattern of trade, in my opinion.

47. Bringing all these factors together, the specification of '384 has 'wipes', 'non-adherent pads' and assorted dressings materials; the specification of '485 also has wipes, tissues, non-adherent pads and pads for dressings. I find these products, specifically, to be highly similar to adult incontinence products.

### ***Likelihood of confusion***

48. Before proceeding to bring all my findings together in an overall global assessment, I need to make an assessment of the distinctive character of the earlier mark. An invented word having no derivation from known words is, in its inherent characteristics, very high on the scale of distinctiveness, KODAK being the prime example.

49. In their distinctive and dominant elements the earlier marks comprise the words 'Medicare' and 'Medicareplus'. Plainly, in the context on which they are, or will be, used, such words are derived from and relate to the nature and intended purpose of the products concerned. On that basis I find the earlier marks to be distinctive to a moderate degree.

50. At this point I need to remind myself of my various findings and bring them together in a global assessment taking, of course, into account, the doctrine of imperfect recollection, namely that consumers rarely have the opportunity to compare marks side by side.

51. I have found that certain respective goods of both earlier marks and the application under opposition to be highly similar. I have made observations on the respective average consumers, namely that they are also identical and I have found the purchasing process to involve considered purchasing. Finally, I have found the respective marks to share a high degree and a very high degree of similarity. Needless to say that in making a global assessment, it is not a 'tick box' exercise, whereby if I find more factors in one parties favour, it inevitably wins. All factors must be weighed in the evaluation of likelihood of confusion.

52. Nonetheless, in all the circumstances **I find there is a likelihood of confusion in this case as regards *both* earlier marks and the opposition succeeds in its entirety.**

53. I should mention that I have considered also arguments put by Assort in their counterstatement that they sell their products online and, by implication, this

will avoid likelihood of confusion. The European Courts have developed a line of authority resistant to arguments about particular 'marketing activities'. In the case of *C-171/06P T.I.M.E Art v OHIM and Devinlec Developpement Innovation Leclerc*, the CJEU says:

“59. As regards the fact that the particular circumstances in which the goods in question were marketed were not taken into account, the Court of First Instance was fully entitled to hold that, since these may vary in time and depending on the wishes of the proprietors of the opposing marks, it is inappropriate to take those circumstances into account in the prospective analysis of the likelihood of confusion between those marks.”

54. So, the fact Assort sells its products online and Medi may not at this point in time is not a factor which affects or disturbs my overall finding of likelihood of confusion.

### **Costs**

55. Medi has been totally successful in its opposition. Accordingly, it is entitled to a contribution towards its costs and neither party sought costs off the normal scale. In the circumstances, I award Medicareplus International Ltd the sum of £700 as a contribution towards the cost of the proceedings. The sum is calculated as follows:

1. Statutory fee for filing opposition - £200
2. Considering counterstatement- £ 200
3. Filing evidence - £300

Total £700

56. I order Assortrading Ltd to pay Medicareplus International Ltd the sum of £700. The sum should be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

**Dated this 22<sup>nd</sup> day of August 2011**

**Edward Smith  
For the Registrar,  
the Comptroller-General**