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**THIS DISPOSITION
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Paper No. 11
EWH/krd

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re **Beacon Chemical Company, Inc.**

Serial No. 75/**429,348**

M. Paul Qualey, Jr. of Thomas, Kayden, Horstemeyer & Risley, LLP for Beacon Chemical Company, Inc.

Richard S. Donnell, Trademark Examining Attorney, Law Office 106 (**Mary Sparrow**, Managing Attorney).

Before **Hanak, Hohein** and **Bucher**, Administrative Trademark Judges.

Opinion by **Hanak**, Administrative Trademark Judge:

Beacon Chemical Company, Inc. (applicant) seeks to register LIQUID LAMINATE in typed drawing form for "adhesive; namely a non-toxic adhesive for crafts." The application was filed on February 5, 1998 with a claimed first use date of January 31, 1992.

Citing Section 2(e)(1) of the Trademark Act, the examining attorney has refused registration on the basis

that applicant's mark is merely descriptive of applicant's goods.

When the refusal to register was made final, applicant appealed to this Board. Applicant and the examining attorney filed briefs. Applicant did not request a hearing.

As has been stated repeatedly, "a term is merely descriptive if it forthwith conveys an immediate idea of the ingredients, qualities or characteristics of the goods [or services]." In re Abcor Development Corp., 588 F.2d 811, 200 USPQ 218 (CCPA 1978); Abercrombie & Fitch Co. v. Hunting World, Inc., 537 F.2d 4, 189 USPQ 759, 765 (2nd Cir. 1976).

Applicant argues that LIQUID LAMINATE is not merely descriptive because "the relevant consumer does not immediately know, from the mark what [applicant's] goods are." (Applicant's brief page 7). In addition, applicant makes the argument that the word "laminated" has various meanings and that only one of the meanings "relates even remotely to applicant's mark, thus assuring that the mark is not merely descriptive." (Applicant's brief page 6).

What applicant fails to appreciate is that the mere descriptiveness of a word or term is not determined in the abstract, but rather is determined in a relationship to the

goods or services for which applicant seeks registration. Abcor Development, 200 USPQ at 218. Thus, the fact that a consumer does not know what applicant's goods are simply upon seeing the mark LIQUID LAMINATE has no bearing on whether said mark is merely descriptive of applicant's goods. If the proposed mark LIQUID LAMINATE immediately informed perspective purchasers what applicant's goods were, then said mark would be generic. However, the issue before us is not one of genericness, but rather one of mere descriptiveness. The examining attorney has long since dropped his contention that applicant's mark is generic. By way of example, the word "red" does not inform perspective purchasers what the goods are. Nevertheless, the word "red" is clearly merely descriptive when applied to a whole host of goods including apples, roses and paint.

Using very similar reasoning, the fact that the word "laminate" has meanings which are not descriptive of applicant's goods is irrelevant when said word has at least one meaning which is descriptive of applicant's goods. Again, by way of example, the word "gas" has a number of meanings which have no relevance to devices which monitor exposure to gaseous pollutants. These other meanings include "a gaseous substance formed in the stomach, bowels"; "the accelerator or throttle in an automobile"; a

shortened form of the word "gasoline"; and "idle or boastful talk." Webster's New World Dictionary (2d ed. 1970). However, the existence of these other irrelevant meanings does not detract from a finding that the word GAS -- when combined with the word BADGE to form GASBADGE -- is merely descriptive of a device to monitor gaseous pollutants. Abcor Development, 200 USPQ at 219.

As for the word LIQUID in applicant's mark, applicant has never contended that this word is not merely descriptive of applicant's goods, which as applicant's specimens make abundantly clear are in liquid form.

Two definitions of the word "laminate" are as follows: (1) "to cover with or bond to one or more thin layers, as of clear plastic"; and (2) "to make by building up in layers." Webster's New World Dictionary (2d ed. 1970). Of course, applicant's goods are an "adhesive" which is, like the word "bond," defined as "glue." Id. Hence, at least certain types of adhesives can act as laminates.

Moreover, a review of applicant's specimens reveals that applicant's LIQUID LAMINATE acts both as an adhesive and as a laminate. Applicant's specimens state that LIQUID LAMINATE "laminates fabrics and paper onto glass, cardboard, wood and more." Furthermore, applicant's specimens state that LIQUID LAMINATE "bonds, coats and

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seals fabrics and papers onto glass, plastic, wood, cardboard and more." The user of LIQUID LAMINATE is instructed to "brush LIQUID LAMINATE onto [the] surface being covered; position [the] fabric or paper on form; and when dry, apply an additional coat of LIQUID LAMINATE to fabric."

Thus, going back to the two aforementioned definitions of the word "laminate," it is clear that applicant's LIQUID LAMINATE is covered by both definitions. LIQUID LAMINATE not only acts as a bond to hold fabric or paper onto glass, plastic, wood, cardboard and other materials, but in addition, LIQUID LAMINATE functions to create a compound by building up in layers. The first layer would be the glass, plastic, wood, cardboard or other material. The second layer would be the first application of LIQUID LAMINATE adhesive to the glass, plastic etc. The third layer would be the fabric or paper. And the final layer would be the second application of LIQUID LAMINATE adhesive on top of the fabric or paper.

Decision: The refusal to register is affirmed.