THIS DISPOSITION IS
NOT CITABLE AS
PRECEDENT OF THE TTAB

Mailed:
21 December 2004

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re U.S. Education Finance Management Corporation

Serial Nos. 76040856 and 76040863

Richard A. Flynt of Roylance, Abrams, Berdo & Goodman, L.L.P. for U.S. Education Finance Management Corporation.

Paul F. Gast, Trademark Examining Attorney, Law Office 106 (Mary I. Sparrow, Managing Attorney).

Before Chapman, Bucher, and Drost, Administrative Trademark Judges.

Opinion by Drost, Administrative Trademark Judge:

On May 4, 2000, U.S. Education Finance Management Corporation (applicant), a corporation organized under the laws of Florida and located in Miami, Florida, filed intent-to-use applications to register the marks "U.S. PRESTAMOS STAFFORD[1] and U.S. PRESTAMOS DE CONSOLIDACION[2]

[1] Serial No. 76040856 (the '856 application). The application indicates that the word "prestamos" is translated as "loans."
[2] Serial No. 76040863 (the '863 application). The application indicates that the words "prestamos de consolidacion" are translated as "consolidation loans."

(each in typed form) on the Principal Register for services eventually identified as "education loan services; brokering education loans" in International Class 36.

The examining attorney[3] refused to register applicant's marks on the ground that the marks are primarily geographically descriptive of applicant's services under Section 2(e)(2) of the Trademark Act. 15 U.S.C. § 1052(2)(e)(2). After the examining attorney made the refusals final, applicant filed these appeals. Because of the similarity of the records and issues, we are issuing one opinion that discusses both applications.

The examining attorney argues that the terms "Stafford loans" and "consolidation loans" and their Spanish equivalents "Prestamos Stafford" and "Prestamos de Consolidacion" are generic terms. Then, the examining attorney makes essentially the same argument in both cases.

> [T]he average customer who sees the designation "U.S." will focus on this as the main element in determining the character of the mark, that is, that it is geographically descriptive, notwithstanding the Spanish wording for the generic wording that may or may not be understood… [E]ven if the terminology is understood, the public certainly would understand the designation "U.S." as the dominant portion compared to the generic element… As such, the mark can only be characterized in its entirety as primarily geographically descriptive because the primary significance of the mark is geographic, because

[3] The current examining attorney was not the original examining attorney in these cases.

> customers would make a services/place association, and because the mark identifies the geographic origin of the services.

Examining Attorney's '856 Brief at 4.

Applicant argues that its mark is "a combination of the English term 'U.S.' and the Spanish phrase 'PRESTAMOS DE CONSOLIDACION,' which translates to 'CONSOLIDATION LOANS.'" Applicant's '863 Brief at 2. See also '856 Brief at 2 ("Applicant's mark is a combination of the English terms 'U.S.' and 'STAFFORD'[4] and the Spanish term 'PRESTAMOS', which translates to 'LOANS'"). "This juxtaposition of Spanish and English terms removes the mark from the realm of descriptiveness and renders the mark, at most, suggestive of Applicant's services." Applicant's '863 Brief at 3. Thus, the "consumer must, by necessity, pause upon encountering a phrase in a new language in order to discern the meaning of this language." '863 Reply Brief at 2-3.

The Board has set out the following test to use in determining whether a mark is primarily geographically descriptive:

[4] While applicant claims that "Stafford" is an English word, the examining attorney (Brief at 4) argues that it is "still a surname in either language and … a 'Stafford loan' is a generic type of loan." As more fully discussed herein, "Stafford" would identify a type of Federal loan and its use by applicant in its mark would not have any trademark significance.

> [T]he Trademark Examining attorney would need to submit evidence to establish a public association of the goods with that place if, for example, a genuine issue is raised that (1) the place named in the mark may be so obscure or remote that purchasers would fail to recognize the term as indicating the geographical source of the goods to which the mark is applied or (2) an admitted well-recognized term may have other meanings, such that the term's geographical significance may not be the primary significance to prospective purchasers. Where, on the other hand, there is no genuine issue that the geographical significance of a term is its primary significance and where the geographical place is neither obscure nor remote, a public association of the goods with the place may ordinarily be presumed from the fact that the applicant's own goods come from the geographical place named in the mark.

In re Handler Fenton Westerns, Inc., 214 USPQ 848, 849-50 (TTAB 1982).

The examining attorney submitted a definition to show that "U.S." is an abbreviation of the "United States." *American Heritage Dictionary of the English Language* (1992). '863 Office Action dated July 9, 2001 at 2.[5] Because applicant's address is in Florida, applicant is located in the United States and we can presume the services would originate in the United States. In re Compagnie Generale Maritime, 993 F.2d 841, 26 USPQ2d 1652, 1655 (Fed. Cir. 1993) ("Certainly, all of the goods and

[5] To the extent that the examining attorney did not submit a copy of the definition of "U.S." in the '856 application, we take judicial notice of this definition. University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co., 213 USPQ 594, 596 (TTAB 1982), aff'd, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983).

services would either originate in France or should be considered as if they did because they are sold by a French company”). Furthermore, the United States is not a remote or obscure geographic location, nor does applicant argue that it is. In re U.S. Cargo Inc., 49 USPQ2d 1702, 1703 (TTAB 1998) (“[W]e may take judicial notice of the fact that "U.S." means the United States, and that the United States is a geographic area with defined boundaries. Indeed, we believe the exclusive significance of "U.S." to most purchasers would be the geographic area”)(footnote omitted).

As in U.S. Cargo, the significance of the term “U.S.” in the United States to most users of applicant’s services would be a reference to the United States of America. In addition, the examining attorney has submitted printouts of laws and regulations to support his argument that the terms “Stafford loans” and “consolidation loans” are generic for education loan services and brokering education loan services. See 20 U.S.C. § 1071(c) (“The program established under this part shall be referred to as the ‘Robert T. Stafford Student Loan program.’ Loans made pursuant to sections 427 and 428 shall be known as ‘Federal Stafford Loans’”); 34 CFR § 682.100(a)(1)(“The Federal Stafford Loan (Stafford) Program, which encourages making

loans to undergraduate, graduate, and professional students"); 34 CFR § 682.100(2)(i) ("The Secretary guarantees lenders against losses (A) Within the Stafford Loan Program, on loans made under Federal Insured Student Loan (FISL) Program"). Thus, a Stafford loan is a type of Federal guaranteed loan.

Similarly, a "consolidation loan" is a type of loan. See 34 CFR § 682.100(a)(4) ("The Federal Consolidation Loan Program (Consolidation Loan Program), which encourages making loans to borrowers for the purposes of consolidating loans…").

Combining the geographical term "U.S." with the generic term "prestamos Stafford" or "prestamos de consolidacion" does not convert the marks into non-geographically descriptive terms. In re Monograms America Inc., 51 USPQ2d 1317, 1319 (TTAB 1999) (MONOGRAMS AMERICA for consultation services for owners of monogramming shops held primarily geographically descriptive as it simply signifies United States origin and/or geographical scope. "Moreover, the addition of highly descriptive matter to a geographic term does not detract from the mark's primary significance as being geographically descriptive"). See also U.S. Cargo, 49 USPQ2d at 1704 (U.S. CARGO held primarily geographically descriptive for towable trailers

for carrying cargo and vehicles for commercial purposes); In re Chalk's International Airlines Inc., 21 USPQ2d 1637, 1639 (TTAB 1991) (PARADISE ISLAND AIRLINES held primarily geographically descriptive of transporting passengers and goods by air); and In re Cambridge Digital Systems, 1 USPQ2d 1659, 1662 (TTAB 1986) (CAMBRIDGE DIGITAL held primarily geographically descriptive of computer systems). Similarly here, the addition of the wording "prestamos de consolidation" or "prestamos Stafford" does not change the primarily geographic impression of applicant's mark.

Applicant's main argument, however, is that its mark is a combination of the "English term 'U.S.' and the Spanish phrase 'PRESTAMOS DE CONSOLIDACION,' which translates to 'CONSOLIDATION LOANS.' Numerous cases have held that when words in English and other languages are combined, the resulting mark is registrable and non-descriptive." Applicant's '863 Brief at 2. See also Applicant's '856 Brief at 2 ("Applicant's mark is a combination of the English terms 'U.S.' and 'Stafford' and the Spanish term 'PRESTAMOS,' which translates to 'LOANS'"). Applicant cites several cases to support its argument, including In re Universal Packaging, 222 USPQ 344 (TTAB 1984) (LE CASE not descriptive for jewelry boxes); In re Johanna Farms, 8 USPQ2d 1408 (TTAB 1986) (LA YOGURT not

descriptive for yogurt); In re Sweet Victory, Inc., 228 USPQ 959 (TTAB 1988)(GLACE LITE not descriptive for frozen desserts). Indeed, one court has held that "the doctrine [of foreign equivalents] does not apply when a mark is a combination of foreign and english words." French Transit Ltd. v. Modern Coupon Systems Inc., 818 F. Supp. 635, 29 USPQ2d 1626, 1626 (S.D.N.Y. 1993).

We are not persuaded by applicant's argument. First, we note that the "English word" in applicant's mark, "U.S.," is an abbreviation, not a word. Abbreviations of a geographic place are much less likely to appear incongruous when used with foreign words. For example, the abbreviation "US$" would likely have the same meaning in English and Spanish. It would appear no more incongruous in a Spanish-language publication in the United States than in an English-language publication. Second, we take judicial notice of two dictionary definitions that demonstrate that the full abbreviation "USA" means the same in Spanish as it does in English. *Collins Spanish Dictionary*, 6th Ed.; *Oxford Spanish Dictionary* (1997).[6] Because applicant's mark incorporates an even shorter abbreviation, it is just as likely, if not more likely, to

be recognized in both English and Spanish as standing for the United States. Inasmuch as we are only dealing with the perception of the mark in the U.S., there is no reason to believe that English or Spanish speaking people in the U.S. would have any reason to pause over the use of the abbreviation "U.S." Therefore, the argument that prospective purchasers would find the marks incongruous is not viable. If the marks "U.S. PRESTAMOS DE CONSOLIDACION" and "U.S. PRESTAMOS STAFFORD" were used in association with education loan services and brokering education loan services from an entity located in the United States, the marks would be perceived by consumers as primarily geographically descriptive of those services.

Decision: The refusals to register applicant's marks, U.S. PRESTAMOS DE CONSOLIDACION and "U.S. PRESTAMOS STAFFORD, under Section 2(e)(2) of the Trademark Act on the ground that the marks are primarily geographically descriptive are affirmed.

---

[6] We are aware that the traditional Spanish abbreviations for "Estados Unidos de America – U.S.A." are "E.U.A. or EE.UU. or E.U." *Cassell's Spanish Dictionary* (1959), p. 1456.