

THIS OPINION IS NOT A
PRECEDENT OF THE TTAB

Mailed: November 26, 2008

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re Jacques Brunier

Serial No. 78745664

Daniel S. Polley, Esq. for Jacques Brunier.

Steven M. Perez, Trademark Examining Attorney, Law Office
101 (Ronald R. Sussman, Managing Attorney).

Before Walters, Walsh and Bergsman, Administrative
Trademark Judges.

Opinion by Walters, Administrative Trademark Judge:

Jacques Brunier ("applicant") seeks registration on
the Principal Register of the mark REVANYWHERE,¹ in standard
character form, for, as amended, goods and services in
International Classes 9, 38 and 42.

¹ Serial No. 78745664, filed November 2, 2005. The application
was filed on the basis of an allegation of a bona fide intention
to use the mark in commerce, under Trademark Act Section 1(b), 15
U.S.C. §1051(b).

At issue in this appeal is the Trademark Examining Attorney's final refusal to register applicant's mark on the ground that the identification of services only in International Class 42 is indefinite. See Trademark Act Section 1(b)(2), 15 U.S.C. §1051(b)(2), and Trademark Rule 2.32(a)(6), 37 C.F.R. §2.32(a)(6). The appeal is fully briefed.

As amended, the identification of services in International Class 42 is as follows:

Creating and maintaining web sites for others for use in two way remote audio and video communication; technical support services, namely, troubleshooting from a remote location of electrical, electronic, mechanical, electro-mechanical, computer hardware and software problems; technical support services, namely troubleshooting of electrical, electronic, mechanical, electro-mechanical, computer hardware and software problems.

The examining attorney contends that, within the International Class 42 identification of services, the language "technical support services, namely, troubleshooting from a remote location of electrical, electronic, mechanical, electro-mechanical ... problems; technical support services, namely troubleshooting of electrical, electronic, mechanical, electro-mechanical ... problems" is indefinite.

The examining attorney has required applicant to "clarify the particular 'electrical, electronic, mechanical, electro-mechanical' areas or devices to which the [troubleshooting] services pertain. As currently worded, the subject matter is too broad and could relate to infinite areas, e.g., automotive transmissions, operation of bread making machines, drilling rigs, vacuum cleaners, etc." (p. 2, Denial of Reconsideration, 11/28/2007.)

The examining attorney submitted the following definitions:

- "**troubleshooting**" - "the process of solving problems, esp. complicated problems in a system" - *Cambridge Dictionary of American English* (dictionary.cambridge.org, 9/17/2008);
- "**troubleshooter**" - "1. a worker whose job is to locate and eliminate sources of trouble, as in mechanical operations" - *The American Heritage Dictionary of the English Language* (4th ed. 2000); and
- "**troubleshoot**" - "2. trace and correct faults in a mechanical or electronic system" - *Compact Oxford English Dictionary* (askoxford.com, 9/17/2008).

The examining attorney argues that "troubleshooting" refers "to any or all of several activities including analysis, repair and advice which may be employed to identify and resolve a particular mechanical or technological problems" (brief, p. 2); that the specific subject matter of the troubleshooting could encompass services in more than one International Class; and that, as such, the term is indefinite.

Applicant responds as follows:

[T]he beauty of its services is that it can be provided for [in] many areas, including, but not limited to the examples provided by the Examining Attorney.

... [T]he nature of Applicant's services are not limited to any particular problem or device. Troubleshooting services can be provided to a potential customer in any type of industry and for fixing any type of machine, vehicle, device, item, etc. (all collectively referred to as "devices.") The services provided by Applicant are the "troubleshooting services" in general and not limited to a specific problem.

As a non-limiting example, one of applicant's companies ... promotes a team of high-level engineers and technicians specialized in electrical, electronic, A/C refrigeration, gangways, davits, and of (*sic*) having specialized technicians in each technical field for a yacht.

(Brief, p. 3.)

Applicant concludes that, in view of the breadth of the devices that can benefit from its troubleshooting services, he should not be required to limit these services to specific problems or devices.

The examining attorney states that he does not doubt that applicant's services are, in fact, broad and open-ended in scope, but he contends that applicant is still required to use language in its identification of services that is specific. TMEP 1402.01.

Trademark Rule 2.32(a)(6), 37 C.F.R. §2.32(a)(6), provides that a complete application must include a "list

of the particular goods or services on or in connection with which the applicant ... intends to use its mark." "It is within the discretion of the PTO to require that one's goods be identified with particularity." *In re Water Gremlin Co.*, 635 F.2d 841, 208 USPQ 89, 91 (CCPA 1980), *aff'g In re Water Gremlin Company*, 204 USPQ 261 (TTAB 1979). See also, *In re Societe General des Eaux Minerales de Vittel*, 1 USPQ2d 1296, 1298 (TTAB 1986), *rev'd on other grounds*, 824 F.2d 457, 3 USPQ2d 1450 (Fed. Cir. 1987) and cases cited therein. The question before us is whether the examining attorney abused this discretion.

It is clear from the definitions herein of the terms containing the root word "troubleshoot," that troubleshooting is a broad term and may apply to many types of problem-solving. However, contrary to the examining attorney's contention and considering the ordinary meanings of the words in the recitation of services, applicant has specified the nature of his troubleshooting, i.e., applicant troubleshoots "electrical, electronic, mechanical, electro-mechanical, computer hardware and software problems."

We take judicial notice of the fact that the *US Acceptable Identification of Goods and Services Manual* (www.uspto.gov) places all "troubleshooting" services in

International Class 42. It is immaterial for purposes of determining the acceptability of the recitation of services whether applicant is troubleshooting electronics for a grocery chain and/or troubleshooting mechanical devices for a yacht manufacturer. Thus, the examining attorney's argument is not well taken that greater specificity is required for purposes of proper classification.

We conclude that the recitation of services is not indefinite, and therefore, the examining attorney abused his discretion by requiring applicant to further amend his recitation of services in International Class 42.

Decision: The refusal to register is reversed.