

**This Opinion is Not a
Precedent of the TTAB**

Mailed: July 29, 2014

UNITED STATES PATENT AND TRADEMARK OFFICE

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Trademark Trial and Appeal Board
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In re Internet Promise Group LLC
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Serial No. 85690175
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Internet Promise Group LLC, pro se.¹
Kimberly Frye, Trademark Examining Attorney, Law Office 113,
Odette Bonnet, Managing Attorney.

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Before Seeherman, Lykos and Wolfson,
Administrative Trademark Judges.

Opinion by Seeherman, Administrative Trademark Judge:

Internet Promise Group LLC has appealed from the final refusal of the Trademark Examining Attorney to register SCREEN EXTEND in standard characters as a trademark for “a slide mechanism with a pair of channels on opposite ends that are positioned on the backside of a mobile device as a feature of the mobile device; the mechanism on the backside of the mobile device stows and deploys a hidden display screen to and from the backside of the wireless mobile

¹ All papers filed in the application and appeal were signed by Tara Chand, Applicant’s president.

device.”² Registration has been refused pursuant to Section 2(e)(1) of the Trademark Act, 15 U.S.C. § 1052(e)(1), on the ground that Applicant’s mark is merely descriptive of its identified goods, in that it describes the purpose of the goods.³

We affirm the refusal of registration.

A term is merely descriptive if it immediately conveys knowledge of a significant quality, characteristic, function, feature or purpose of the products it identifies. *See, e.g., In re Chamber of Commerce of the U.S.*, 675 F.3d 1297, 102 USPQ2d 1217, 1219 (Fed. Cir. 2012); *In re Gyulay*, 820 F.2d 1216, 3 USPQ2d 1009, 1009 (Fed. Cir. 1987). Determining the descriptiveness of a mark is done in relation to an applicant’s identified goods and/or services, the context in which the mark is being used, and the possible significance the mark would have to the average purchaser because of the manner of its use or intended use. *See In re Chamber of Commerce of the U.S.*, 102 USPQ2d at 1219, *citing In re Bayer Aktiengesellschaft*, 488 F.3d 960, 963-64, 82 USPQ2d 1828, 1831 (Fed. Cir. 2007)). Descriptiveness of a mark is not considered in the abstract. *In re Bayer Aktiengesellschaft*, 82 USPQ2d at 1831. In other words, the question is whether someone who knows what the services or products are will understand the mark immediately to convey

² Application Serial No. 85690175, filed July 30, 2012, based on Section 1(b) of the Trademark Act (intent to use).

³ The final Office Action also made final a requirement for an acceptable identification of goods. Applicant amended the identification in its request for reconsideration filed December 5, 2013. Although the Examining Attorney, in denying the request for reconsideration on December 28, 2013, maintained the requirement for an acceptable identification of goods, in her appeal brief she noted that Applicant amended the identification in the December 5, 2013 request for reconsideration, and she also stated that the sole issue on appeal was whether Applicant’s mark was merely descriptive of its goods. 10 TTABVue 3. Accordingly, we deem her to have accepted the identification as amended in Applicant’s request for reconsideration filed December 5, 2013.

information about them. *In re MBNA America Bank N.A.*, 340 F.3d 1328, 67 USPQ2d 1778, 1780 (Fed. Cir. 2003).

Applicant has provided the following information about its goods (Response filed May 16, 2013):

When people use smart phones with a single large front facing display screen, the screen size is adequate for its intended purpose. There are times, when a user may desire that the display screen is larger than [sic] provided for certain uses of the smart phone. The user can then slide out the hidden additional display screen from behind the smart phone device using a slide mechanism to position such an additional screen side by side with the main screen and electrically coupled with the CPU of the smart phone. When the purpose requiring this additional screen is accomplished, the additional screen is electrically disengaged and slid back behind the smart phone and thus resuming normal use of the smart phone.

The goods in question is [sic] for devices like, smart phones and tablets, with a front facing display screen; the devices are structurally modified to be adapted with an additional display screen, with display side of the additional screen directly positioned on the backside of the device and thus hidden; and on an occasional need to provide an additional display area, the hidden screen is slid out to be positioned next to the device screen and electrically interfaced to the CPU of the device and then when not desired, slid back and resuming normal use of the device.

We note in that same response Applicant identified its goods as:

Devices like, smart phones and tablets, with a front facing display screen; the devices are structurally modified to be adapted with an additional display screen, with display side of the additional screen directly positioned on the backside of the device and thus hidden; and on an occasional need to provide an additional display area, the hidden screen is slid out to be positioned next to the device screen and electrically interfaced to the CPU of the device and then when not desired, slid back and resuming normal use of the device.

It is clear from Applicant's description of its goods that they are a device designed to extend the screen of a smart phone by providing an additional display

screen area. Thus, based on Applicant's description alone, SCREEN EXTEND directly and immediately describes the function of Applicant's goods. Moreover, the Examining Attorney has made of record definitions of the words in this mark, including "Screen: *Electronics* The phosphorescent surface on which an image is displayed, as on a television, computer monitor, or radar receiver"; "*Computer Science* The information or image displayed at a given time on such a computer monitor: *printing a hard copy of the screen*"; and "Extend: To enlarge the area, scope or range of; to stretch or spread (something) out to greater or fullest length."⁴ In addition, the Examining Attorney has submitted webpages from numerous articles, forums and blogs regarding extending computer screens, including the following:

How to Duplicate, Extend, or Switch Display to a "Second Screen" in Windows 8

This will show you how to use **Display Switch** to change the **presentation mode** of the main display (screen) of your **Windows 8** device on PC to display on the **PC screen only**, **duplicate** on another screen, **extend** across another screen or on the **second screen only**.

...

Extend – The main display is extended across the two screens and allows you to have a desktop that spans two screens or to use Metro on one screen and the desktop on the other.

Windows Eight Forums, May 22, 2012 (emphasis in original)
www.eightforums.com (Office Action June 6, 2013, p. 5)

Screen Extend Tech Tip

...I will offer a technology tip ... screen extend. ... Basically, I use screen extend to drag everything I am doing with my students over to the second screen (my Promethean board). Meanwhile, I can leave my e-mail, lesson plans, whatever teacher stuff I have going on, up on my laptop screen at the same time.

⁴ Definitions taken from Yahoo! Education, based on Houghton Mifflin dictionary, <http://education.yahoo.com>. "Screen" definition submitted with June 6, 2013 Office Action, p. 2, "extend" definition submitted with November 30, 2012 Office Action, p. 2.

Literacy Spark, <http://literacyspark.blogspot.com> (Office Action June 6, 2013, p. 11)

Macworld Community

Dual screen/extend screen under winxp?

Trying to extend my screen onto the macbook pro and a flat screen that I have connected via the adapter. have to run this software that I'm using to extend my desktop to these 2 screens.

Macworld, posted October 14, 2006, <http://forums.macworld.com> (Office Action June 6, 2013, p. 18)

UBUNTU 11.10 extend screen problem

I used to extend my screen with absolutely no issues on 11.04 but now I'm only able to mirror displays...

Ask Ubuntu, posted December 24, 2011, <http://askubuntu.com> (Office Action June 6, 2013, p. 20)

What is the Difference between Duplicate Screen and Extend Screen in Windows 8?

I want to do a PowerPoint presentation using an HD TV as a second screen. I see there is duplicate to see the same thing on the computer screen and the TV screen as well as extend. What is the difference in the two options?

Best Answer: Extended displays allows you to have your desktop span multiple monitors.

Yahoo! Answers, <http://answers.yahoo.com> (Office Action December 28, 2013, p. 5)

The Internet excerpts show that “extend screen” is a term that is recognized as meaning being able to have material on an additional screen from the main computer screen. As Applicant has acknowledged, this terminology refers to a “computer software application that is used to display a screen content of a computer on two different screen[s] positioned side by side on a desktop.” Reply brief, p. 5, 11 TTABVUE 6. We agree that the Internet excerpts refer to a computer software application, while the identified goods are a hardware device that is attached to a smart phone, but because of the recognized meaning of “extend

screen,” consumers will understand this term, when used in connection with the identified goods, as describing the purpose of the device.

Applicant also argues that “an objective person reading the mark ‘SCREEN EXTEND’ alone cannot come up with any sensible identification of the goods; and vice versa, an objective person reading the identification of the goods alone cannot come up with the mark.” Brief, p. 14, 8 TTABVUE 15. The latter point, whether someone can come up with the mark SCREEN EXTEND by reading the identification of the goods, is not a test for whether a term is merely descriptive. In fact, such a test would make no sense, because one would not assume that a descriptive term has been chosen as a trademark for a product or service. As for the first part of Applicant’s argument, it fails to recognize the well-established case law that “in determining whether a mark is merely descriptive, the Board must consider the mark in relation to the goods for which it is registered [or, in this case, applied-for].” *DuoProSS Meditech Corp. v. Inviro Medical Devices Ltd.*, 695 F.3d 1247, 103 USPQ2d 1753, 1757 (Fed. Cir. 2012). “[T]he question is not whether someone presented with only the mark could guess what the goods or services are. Rather, the question is whether someone who knows what the goods and services are will understand the mark to convey information about them.” *In re Tower Tech. Inc.*, 64 USPQ2d 1314, 1316-17 (TTAB 2002), quoted with approval in *DuoProSS*, 103 USPQ2d at 1757.

As for Applicant’s argument that its mark is an incongruous word combination, again, the Internet excerpts show that “screen extend” is a term

understood by the relevant public, and that the combination of the words does not make SCREEN EXTEND incongruous. Applicant's argument that "screen" can refer to a window screen or a partition between two areas, and "extend" may relate to extending a house or making an offer, ignores the principle, quoted above, that the determination of the significance of a mark is made in relation to the goods with which it is used, and the fact that a term may have other meanings in different contexts is not controlling. If used for goods that are a feature of a mobile device which stows and deploys a hidden display *screen* to and from the back of the wireless mobile device, the word "screen" in SCREEN EXTEND will immediately convey the meaning of a display screen, and the mark as a whole directly and immediately informs consumers that the purpose of the device is to increase (extend) the area of the screen (rather than to increase the area of a house or make an offer); as Applicant has stated, this is the purpose of its device: "There are times, when a user may desire that the display screen is larger then [sic] provided for certain uses of the smart phone." Response filed May 16, 2013.

We find that Applicant's mark SCREEN EXTEND immediately and directly informs purchasers of the purpose of its goods, and therefore that the mark is merely descriptive under Section 2(e)(1).

Decision: The refusal of registration is affirmed.