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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	86283205
Applicant	Retail Royalty Company
Applied for Mark	AMERICAN BEAGLE OUTFITTERS
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In re Retail Royalty Company,)
Serial No. 86/283,205)
Mark: AMERICAN BEAGLE OUTFITTERS)
Appeal Filed: August 25, 2015)

APPLICANT'S APPEAL BRIEF

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I. INTRODUCTION

Applicant, Retail Royalty Company, has appealed from the Examining Attorney's final refusal to register Applicant's mark AMERICAN BEAGLE OUTFITTERS of Application No. 86/283,205 for use in connection with "pet apparel, pet clothing, pet collars, leashes for animals" under Sections 2(e)(1) and 6 of the Lanham Act, 15 U.S.C. §§ 1052(e)(1) and 1056, requiring that Applicant disclaim the word OUTFITTERS. The common meaning of the word OUTFITTERS – the meaning understood by the consuming public – is someone who deals in equipment and supplies for expeditions and camping trips. There is no evidence in the record, and the Examining Attorney has not carried her burden to show, that OUTFITTERS is commonly used to describe pet products or someone who deals in products for pets. Thus, because OUTFITTERS is not a common descriptive name for someone that deals in such goods, the Examining Attorney's refusal to register the AMERICAN BEAGLE OUTFITTERS mark, and requirement that the word OUTFITTERS be disclaimed, should be reversed.

II. FACTS

Applicant applied for registration of the mark AMERICAN BEAGLE OUTFITTERS on the Principal Register on May 16, 2014 for "Pet apparel, pet clothing, pet collars, leashes for animals" in Class 18.

On June 20, 2014, the Examining Attorney issued an Office Action refusing registration on the grounds that the mark is primarily geographically descriptive on the grounds that "American" primarily identifies the United States as the origin of the goods and "Beagle Outfitters" "describes the intended user (i.e., beagles) and provider (i.e., outfitters) of the recited goods."

Applicant filed a Response to Office Action on August 21, 2014 arguing over the refusal. In that response, Applicant argued that (1) the AMERICAN BEAGLE OUTFITTERS mark should be considered as a whole, and not its components, (2) the AMERICAN BEAGLE OUTFITTERS mark would be seen by consumers as a clear play on Applicant's famous AMERICAN EAGLE OUTFITTERS mark, (3) the mark is not descriptive (in part because there is no breed of dog known as "American Beagle"), and (4) the word OUTFITTERS has no meaning when applied to products for pets.

On October 2, 2014, the Examining Attorney issued a further office action withdrawing the previous refusal under Section 2(e)(2), 15 U.S.C. § 1052(e)(2), but imposing a requirement that Applicant disclaim the word OUTFITTERS under Sections 2(e)(1) and 6, 15 U.S.C. §§ 1052(e)(1) and 1056, on the grounds that "the wording 'OUTFITTERS' . . . merely describes a characteristic or feature of applicant's goods". The Examining Attorney cited to prior registrations in which the word "Outfitters" had been disclaimed, and the following:

The term "outfitter" is defined as "a business that provides equipment, supplies, and often trained guides for activities such as hunting, hiking, etc." or "an establishment that sells clothing, equipment, and services, especially for outdoor activities." See the attached definitions from *Merriam-Webster's Online Dictionary*, 11th Edition and *Oxford Dictionaries*, available at http://www.oxforddictionaries.com/us/definition/american_english/outfitter. This term describes the provider of the recited goods, i.e., a business that provides equipment, supplies, or clothing.

Applicant filed a Response to the Office Action on February 13, 2015. Applicant argued that the definitions cited by the Examining Attorney showed the word OUTFITTERS was not understood to relate to pets or pet products. Thus, Applicant argued that a disclaimer may not be required for the word OUTFITTERS because such a disclaimer can be required only when the word at issue is descriptive of the specific goods/services that are the subject of the application and that the word OUTFITTERS is, at most, suggestive of Applicant's goods. Applicant cited in

support the Board's decision in a prior action involving the Applicant's TRUE AMERICAN EAGLE OUTFITTERS and Design and AMERICAN EAGLE OUTFITTERS marks, *In re Retail Royalty Company*, Serial Nos. 77791067 and 77979784 (March 9, 2011).

The Examining Attorney issued a Final Action on March 12, 2015, maintaining and making final the disclaimer requirement. The Examining Attorney asserted the word OUTFITTERS is not suggestive of Applicant's goods and is, instead, descriptive, citing the same dictionary definitions cited in the earlier office action and one additional definition. The Examining Attorney also asserted the word OUTFITTERS is known to refer to sellers of pet product, attaching examples of third party registrations in which the word OUTFITTERS was disclaimed, and third-party websites selling pet products and using the word OUTFITTERS.

Applicant timely filed a Notice of Appeal on August 25, 2015.

III. ISSUE ON APPEAL

The issue on appeal is whether the Examining Attorney erred in refusing registration of Applicant's AMERICAN BEAGLE OUTFITTERS mark and imposing a requirement that the word OUTFITTERS be disclaimed from that mark where the mark is for use in connection with "pet apparel, pet clothing, pet collars, leashes for animals" in International Class 18.

IV. ARGUMENT

Disclaimers can only be required in the limited circumstance where a word within a mark constitutes an "unregistrable component" of that mark. 15 U.S.C. § 1056. Moreover, no trademark may be refused registration on the principal register unless it falls within one of the enumerated exceptions. In this case, the purported exception is under Section 2(e)(2) of the Lanham Act, 15 U.S.C. § 1052(2)(e), where the word is "merely descriptive" when used on or in connection with the services. Of course, the Board "determine[s] the descriptiveness of a term in

the context of the goods [services] in issue, not in the abstract." *In re Finisar*, 78 USPQ2d 1618, 1620 (TTAB 2006).

The present application is directed solely to "pet apparel, pet clothing, pet collars, leashes for animals" in International Class 18. To determine whether the word OUTFITTERS is descriptive, the common meaning of the word must be determined – the meaning understood by consumers. "Evidence of the public's understanding of the term may be obtained from any relevant source, such as consumer surveys, dictionaries, newspapers and other publications. *In re Northland Aluminum Products, Inc.*, 777 F.2d 1556, 1559, 227 USPQ 961 (Fed. Cir. 1985). In this case, the Examining Attorney cited two definitions for the word OUTFITTER from the Merriam-Webster and Oxford online dictionaries in the Office Action of October 2, 2014, and one additional definition (from Vocabulary.com, an online dictionary that provided no bases for the definitions and so should be given no weight) in the March 12, 2015 Office Action. The complete definitions in those online dictionaries are:

outfitter

: a business that provides equipment, supplies, and often trained guides for activities such as hunting, hiking, etc.; also, a guide who works for such a business

: a person or business that sells men's clothing

Full Definition of OUTFITTER

: one that outfits: as

a: HABERDASHER

b: a business providing equipment, supplies, and often trained guides (as for hunting trips); *also* : a guide working for such an outfitter

www.merriam-webster.com/dictionary/outfitter

outfitter

North American An establishment that sells clothing, equipment, and services, especially for outdoor activities

'an outfitter that provides professional guides'

British dated An establishment that sells men's clothing

www.oxforddictionaries.com/us/definition/american_english/outfitter

outfitter

someone who sells men's clothes

a shop that provides equipment for some specific purpose

"an outfitter provided everything for the safari"

www.vocabulary.com/dictionary/outfitter

For the convenience of the Board, printouts of these definitions are attached as Exhibit 1. The very definitions the Examining Attorney relies on show that consumers would not understand the word OUTFITTERS to describe pet products or a store that sells pet products. In addition to those definitions, Applicant submits three additional dictionary definitions, copies of which are attached hereto as Exhibit 2,¹ which define OUTFITTER as follows:

outfitter – one that outfits: as a: haberdasher b: a dealer in equipment and supplies for expeditions or camping trips c: a machinist who installs the machinery and mechanical equipment of ships. *Webster's Third New International Dictionary* at p. 1601 (1963)

outfitter – one who outfits: as a: Haberdasher b: a dealer in equipment and supplied for expeditions or camping trips. *Webster's Seventh New Collegiate Dictionary* at p. 599 (1970)

outfitter – one who supplies, sells, or makes outfits. *Webster's New Universal Unabridged Dictionary* at p. 1270 (Second Ed. 1983)

¹ It is well established that "[t]he Board may take judicial notice of dictionary evidence." *In re Nielsen Business Media, Inc.*, 93 USPQ2d 1545, 1547 n.3 (TTAB 2010), citing *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); *see also* TMEP § 1208.04.

These definitions clearly show that the word OUTFITTER has had the same meaning for nearly 50 years, and it does not relate to products for pets.

The fact that the word OUTFITTERS has no meaning with respect to pet products, the goods in the present application, is not only relevant, it is dispositive on the disclaimer issue. It is well settled that the determination of whether a mark or a portion of a mark is descriptive, and hence subject to a disclaimer requirement, cannot be determined in the abstract. Rather, the determination must be made in relation to the particular goods or services for which the registration is sought. *In re Abcor Dev. Corp.*, 588 F.2d 811, 814, 200 USPQ 215, 218 (CCPA 1978). Moreover,

[t]hat a term may have other meanings in different contexts is not controlling. *In re Bright-Crest, Ltd.*, 204 USPQ 591, 593 (TTAB 1979).

The burden is initially on the United States Patent and Trademark Office to make a prima facie showing that the mark or word in question is descriptive from the vantage point of purchasers of applicant's goods and, where doubt exists as to whether a term is descriptive, such doubt should be resolved in favor of the applicant. *In re Merrill Lynch, Pierce, Fenner, and Smith, Inc.*, 828 F.2d 1567, 4 USPQ2d 1141, 1144 (Fed. Cir. 1987).

In re Box Solutions Corp., 79 USPQ2d 1953, 1955 (TTAB 2006). The Examining Attorney has utterly failed to make such a *prima facie* showing as the word OUTFITTERS is not descriptive when used in connection with "pet apparel, pet clothing, pet collars, leashes for animals" in International Class 18.

Where, as here, dictionary definitions show the word whose disclaimer is being required does not describe the applicant's goods or services, the disclaimer requirement is inappropriate. By way of example, in *In re Creative Goldsmiths of Washington, Inc.*, 229 USPQ 766 (TTAB 1986), the applicant sought to register the mark CREATIVE GOLDSMITHS and design for retail jewelry store services. Registration was refused in view of the applicant's failure to

comply with the final requirement to disclaim the word "GOLDSMITHS." *Id.* at 766-67. On appeal, the refusal to register the mark and requirement of a disclaimer of the word GOLDSMITHS was reversed.

[W]e cannot agree with the Examining Attorney's conclusion in the present case that "GOLDSMITHS" is a common descriptive name for applicant's retail jewelry store services (or at least a salient activity provided in connection therewith) and as such must be disclaimed.

A common descriptive name is a common noun for a class of goods or services in connection with which it is used, that is, a term which has become so associated with a class of goods or services that its primary significance to the relevant public is as a name therefor, rather than as an indication of the source of the goods or services of any one producer. [Citations omitted.]

As noted above, the dictionary definition of "goldsmith" which the Examining Attorney himself has relied upon in the present case is "an artisan who makes vessels, jewelry, or other articles of gold." The portion of *Roget's International Thesaurus* relied upon by applicant indicates that "smiths" (such as goldsmiths, silversmiths, ironsmiths, blacksmiths, etc.) are a type of craftsmen who work with metal, as distinct from, and not synonymous with, jewelers. . . . Accordingly, we agree with applicant that the term "GOLDSMITH" is a common descriptive (or generic) name for an artisan who makes jewelry or other articles of gold, not for retail jewelry store services, and that there is no evidence that the term "GOLDSMITHS" is commonly used to describe retail jewelry store services. For the foregoing reasons, we conclude that the requirement for a disclaimer is not well taken.

Creative Goldsmiths, 229 USPQ at 768-69 (emphasis added). Similarly, in *In re Jim Crockett Promotions Inc.*, 5 USPQ2D 1455 (TTAB 1987), the mark at issue was "THE GREAT AMERICAN BASH" for promoting, producing and presenting professional wrestling matches. The Examining Attorney required a disclaimer of the term "Bash" to which the applicant agreed. On an appeal of the mark as being primarily geographically descriptive, the Board held the disclaimer requirement was improper because the word "Bash" did not describe the recited wrestling services and ordered the disclaimer deleted.

Although applicant disclaimed the word "Bash" in response to the Examining Attorney's definition of said word as "an important sports contest," we do not

believe the disclaimer was necessary. We have reviewed six dictionaries, (various editions) in addition to that cited by the Examining Attorney and can find no definition of the word to mean "an important sports contest" in any but that cited. See *Webster's Third New International Dictionary*, 1961 & 1976; *Webster's New World Dictionary of The American Language*, College Edition 1962; *The Random House College Dictionary*, 1982; *Webster's Universal Unabridged Dictionary*, 1979; *The American Heritage Dictionary of the English Language*, New College Edition, 1976 and *The Dictionary of American Slang*, Second Supplemental Edition 1975. Since the *Funk & Wagnall's Standard Dictionary*, 1980 was relied on to support definitions of the words in the mark, other than BASH, we assume that it did not contain the cited definition of "bash." Under the circumstances, we believe the more accepted (and thus better known) definition of "bash" is, as a noun, "a crushing or violent blow" and, as a verb, "to strike violently," certainly suggestive but not necessarily descriptive of services involving wrestling matches. The disclaimer is therefore unnecessary and in fact, not contemplated by Section 6. Accordingly, before this application proceeds to issue, the disclaimer should be deleted. See *In re Westland, Inc.*, 196 USPQ 703 (TTAB 1977).

Crockett Promotions, 5 USPQ2D at 1456 n.5.

The same conclusion must be reached in this case. The uniform dictionary definitions show that the word OUTFITTERS has no meaning related to pet products, and the disclaimer requirement was imposed by the Examining Attorney in error.

The Examining Attorney has sought to overcome the failure to provide evidence that the common meaning of the term OUTFITTERS relates to pet products by asserting that third parties have disclaimed the word OUTFITTERS in other registrations (or that others have used the word OUTFITTERS in registrations that include pet products) and, thus, Applicant should be required to do so in this case. However, what the Examining Attorney ignores is that all of the cited prior registrations include products/services in addition to those related to pets, and there is no evidence as to why the disclaimers were entered. The details for the registrations cited by the Examining Attorney in the October 2, 2014 Office Action and/or the March 12, 2015 Office Action are as follows (with the non-pet related goods underlined):

THE DOG'S OUTFITTER – Reg. No. 1878621

Class 16 – Merchandise catalogs containing listing of items suitable for pets and their owners

Class 35 – Mail order services in the field of pet supplies and gifts for pets and their owners

CRITTER OUTFITTER and Design – Reg. No. 3425676

Class 35 – Retail pet stores; retail gift shops

Class 44 – Animal grooming; pet care services, namely, dog walking, dog bathing, non-medicated pet grooming and in-home medical care

EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER and Design – Reg. No. 3933239

Class 35 – Catalog ordering service featuring clothing, backpacks, outerwear, gloves, sunglasses, slippers, pajamas, bags, camera bags, luggage, travel items, pet products, outdoor gear, bedding, pillows, comforters, blankets, shoes, hats, scarves, jewelry, watches, umbrellas, flashlights, multi-tools, camping equipment, picnic coolers, water bottles, cologne, swimsuits, first aid kits, survival kits and equipment for outdoor activities; retail store and on-line retail store services featuring clothing, backpacks, outerwear, gloves, sunglasses, slippers, pajamas, bags, camera bags, luggage, travel items, pet products, outdoor gear, bedding, pillows, comforters, blankets, shoes, hats, scarves, jewelry, watches, umbrellas, flashlights, multi-tools, camping equipment, picnic coolers, water bottles, cologne, swimsuits, first aid kits, survival kits and equipment for outdoor activities

HORSE AND HOUND OUTFITTERS – Reg. No. 3115540

Class 35 – Mail order catalogue and telephone shop-at-home services featuring clothing, saddlery, and equine, pet, tack and veterinary supplies

AMERICA'S RURAL OUTFITTER – Reg. No. 3240919

Class 35 – Retail stores featuring lawn, garden, farm supplies and equipment, feed and seed, and pet supplies

STOCKDALE'S AMERICA'S RURAL OUTFITTER and Design – Reg. No. 3332300

Class 35 – Retail stores featuring lawn, garden, farm supplies and equipment, feed and seed, and pet supplies

MISSION OUTFITTERS and Design – Reg. No. 4021909

Class 35 – Mail order, retail store services and on-line retail store service featuring sporting gear, personal fitness gear, self defense gear, diving gear, fishing gear, hunting gear, camping gear, outdoor gear, survival gear, military gear, dog gear, law enforcement gear,

apparel, footwear, eyewear, electronics, books, DVDs, pens and posters

OUTDOOR OUTFITTERS and Design – Reg. No. 4340769

Class 35 – Retail store services, on-line retail store services, mail order catalog services, telephone order services and facsimile order services, all of the foregoing featuring clothing, footwear, headwear and sporting accessories for outdoor recreation, hunting equipment and products, namely, dog supplies, firearms, ammunition, knives, firearm accessories, range accessories, hunting apparel, hunting accessories and hunting gear, fishing equipment and products, namely, boats, paddles, lines, rods, bait, tackles, fishing apparel, fishing accessories and fishing gear, camping equipment and products, namely, sleeping bags, backpacks, tents, tarps, cookware, food, insulated beverage bottles, water purification systems, camping stoves, bug deterrent, trekking poles, knives, flashlights, survival accessories, camping apparel, camping accessories and camping gear, optical equipment and products for outdoor recreation, namely, binoculars, monoculars, rangefinders, optical scopes, night vision optical scopes, goggles and cameras, and attachment rings, bases and optical accessories therefor, electronic equipment and products for outdoor navigation, namely, compasses, global positioning systems, radios, watches, lights and altimeters, instructional books and videos on hunting, fishing and outdoor recreation

COMPLETE OUTFITTERS FOR MAN & BEAST – Reg. No. 2098477

Class 42 (now 35) – Retail stores featuring clothing, footwear, tack and pet supplies (no disclaimer required)

ANIMAL OUTFITTERS – Reg. No. 4270046

Class 35 – Retail pet store and gift shop featuring pet supplies in the nature of feeding bowls, pet collars and leashes, pet clothing, pet toys, and clothing for humans

There is no evidence in the record as to why the disclaimers were entered in the above registrations. As other goods or services beyond those related to pet products/services are in each of the cited registrations, no conclusions can be drawn as to why the disclaimers were entered on the registrations, or even if the disclaimers were required by the Trademark Office.

Similarly, the Examining Attorney's reliance on websites in which OUTFITTERS is used as part of the name of a store selling pet products is misplaced as there are only a handful of

examples provided, and one specifically explained how it is not selling products related to camping and hiking because its use of the term is contrary to that common meaning – (Cat Nap & Lazy Dog Pet Outfitters - "most of the 'outfitters' in the area provide canoes or tents for hikers and campers. But Cat Nap is a 'pet outfitter.'"). The sites the Examining Attorney has provided are the following:

Hungry & Humble Canine Outfitter
HuntinDawg.com – Outfitter for the Sporting Dog
Pooch Outfitters
McCall Pet Outfitters & Supply
Ruff Life Pet Outfitters
Two Salty Dogs Pet Outfitters
Village Pet Outfitters
Canine Kids Outfitters for Dogs²

This Board has addressed the issue of the relevance of prior third party registrations and uses in a decision involving a disclaimer requirement imposed by an Examining Attorney in two applications of the Applicant in this case for the marks TRUE AMERICAN EAGLE OUTFITTERS and Design (App. No. 77791067) and AMERICAN EAGLE OUTFITTERS (App. No. 77979784). This Board concluded:

We have considered the evidence of third-party registrations and uses. Case law recognizes that registrations can be used as a form of a dictionary definition to illustrate how a term is perceived in the trade or industry. *In re J.M. Originals Inc.*, 6 USPQ2d 1300, 1302-03 (TTAB 2001). As indicated above, however, the majority of the third-party registrations that include a disclaimer of "outfitter(s)" covers clothing, footwear and/or services featuring such goods. This evidence is simply outweighed by the other evidence showing that the term is only suggestive for the specific goods and services involved herein. Further, the third-party uses are minimal in number, and most are in connection with clothing.

² The Examining Attorney identified five other sites, but each has issues that should preclude their consideration: Urbandiggs – only refers to "Outfitter" in small text at the bottom of the page; St. Johnanimals, Island Pet Outfitter – page states it is closed, and not clear what it provides; Pet Outfitters – no information on the page as to its origin (*i.e.*, no URL); Philomena London Pet Outfitters – is a United Kingdom operation; and Baxter Boo – does not use "Outfitter" in the name and only appears to be used on one page.

In re Retail Royalty Company, Serial Nos. 77791067 and 77979784 at p. 16 (March 9, 2011) (copy attached as Exhibit 3). Although that decision is not precedential, the analysis applies equally in this case. Each of the cited third party registrations includes products or services other than those related to pets. As for the websites, there are only a handful, and no evidence was provided by the Examining Attorney on the size of the operations or how well known they are to the consuming public (although it is clear that none are the subject of federal trademark registrations). Thus, the minimal uses identified by the Examining Attorney are not sufficient to overcome the common meaning of the word OUTFITTER, which does not extend to products for pets.

Finally, the Examining Attorney has cited to a number of Applicant's prior registrations in which the word OUTFITTERS has been disclaimed. Those prior registrations are not relevant for two reasons. First, none of them relates to products for pets. Second, there is no evidence for the reason the disclaimers were included, nor is Applicant bound by prior decisions as trademark rights are not static. Again, as this Board stated in the March 9, 2011 decision in *In re Retail Royalty Company*

Given that trademark rights are not static, we do not view applicant's prior disclaimers, even when the same mark and the same goods/services are involved, as preventing applicant from now claiming that the disclaimed term is not merely descriptive.

Id. at pp. 19-20.

V. CONCLUSION

For all the foregoing reasons, the Examining Attorney erroneously imposed a requirement that Applicant disclaim the term word OUTFITTERS as part of the mark AMERICAN BEAGLE OUTFITTERS for use in connection with "pet apparel, pet clothing, pet

collars, leashes for animals". The refusal to register the mark must therefore be reversed and remanded with instructions for the disclaimer requirement to be withdrawn.

Respectfully submitted,

October 9, 2015

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Retail Royalty Company

EXHIBIT 1



Dictionary

Thesaurus

Medical

Scrabble®

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Browse Dictionary

Browse Thesaurus

outfitter



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-  Blog: Words at Play
-  My Faves

Dictionary

outfitter

noun | out·fit·ter | \-,fi-tər\

SAVE POPULARITY



: a business that provides equipment, supplies, and often trained guides for activities such as hunting, hiking, etc.; *also* : a guide who works for such a business

: a person or business that sells men's clothing



10 funny-sounding words to liven your vocabulary »

Full Definition of OUTFITTER

: one that outfits: as

a : HABERDASHER

b : a business providing equipment, supplies, and often trained guides (as for hunting trips); *also* : a guide working for such an outfitter

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Examples of OUTFITTER

Hunters say it's the best *outfitter* in the state.

Our *outfitter* showed us where the deer feed.

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time when day and night are equal length

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Turns Out You Can Unboil an Egg





Lay vs. Lie

'Try and' vs. 'Try to'



First Known Use of OUTFITTER

1846

Rhymes with OUTFITTER

acquitter, aglitter, atwitter, beam splitter, bed-sitter, embitter, emitter, fence-sitter, gas fitter, hairsplitter, house sitter, no-hitter, permitter, pinch hitter, pipe fitter, rail-splitter, remitter, Salzgitter, shipfitter, steamfitter, switch-hitter, transmitter

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Trend Watch



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outfitter

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Syllabification: out-fit-ter

Pronunciation: /'out,fidə/

(also outfitters)

Definition of *outfitter* in English:

noun

- 1 **North American** An **establishment** that sells clothing, equipment, and services, especially for **outdoor** activities: *'an outfitter that provides professional guides'*

MORE EXAMPLE SENTENCES

- 1.1 **British dated** An **establishment** that sells men's clothing.

EXAMPLE SENTENCES

SYNONYMS

Words that rhyme with outfitter

forfeiter • counterfeiter

Definition of **outfitter** in:

- [British & World English dictionary](#)
- [English synonyms](#)
- [US English synonyms](#)

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2. [phatic](#)
3. [racism](#)
4. [selfie](#)
5. [ought](#)

= trending



outfitter

Definitions of outfitter

1.

n someone who sells men's clothes

Type of: [garment worker](#), [garment-worker](#), [garmentmaker](#)
a person who makes garments

n a shop that provides equipment for some specific purpose

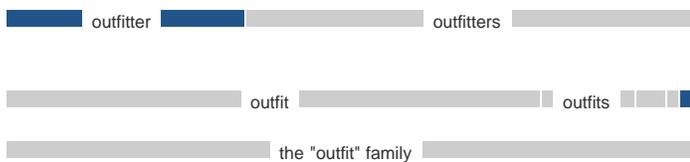
"an outfitter provided everything needed for the safari"

Type of: [shop](#), [store](#)
a mercantile establishment for the retail sale of goods or services

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Word Family



Usage Examples

- All Sources
- Fiction
- Arts / Culture
- News
- Business
- Sports
- Science / Med
- Technology

Idaho has 20 active permits and leases to **outfitters** using endowment lands without barring the public.

Washington Times Sep 21, 2015

And they were the culmination of a long evolution for Mr. Jacobs, erstwhile ironic **outfitter** to the cool crowd.

New York Times Sep 18, 2015

It also announced this week that it would become the official **outfitter** of the Canadian Football League, taking over another partnership currently held by Reebok.

Reuters Sep 16, 2015

On Monday, the Canadian Football League announced Adidas would be taking over from Reebok as its **outfitter** starting next season.

Washington Times Sep 15, 2015

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ou tfitte

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out-come \ˈaʊt-kəm\ *n* : final consequence : RESULT **SYN** see EFFECT

out-crop \-,krɒp\ *n* 1 **a** : a coming out of bedrock or of an unconsolidated deposit to the surface of the ground **b** : the part of a rock formation that appears at the surface of the ground **2** : ERUPTION, OUTBREAK

2out-crop \ˈaʊt-krɒp\ *vt* 1 : to come out to the surface of the ground (rocks ~) **2** : to come to the surface : APPEAR

out-cross \ˈaʊt-krɒs\ *vt* : to subject to outcrossing — **outcross** *n*

out-cross-ing \ˈaʊt-krɒ-sɪŋ\ *n* : a mating of individuals of different strains but usu. of the same breed

out-cry \ˈaʊt-krɪ\ *n* 1 **a** : a loud cry : CLAMOR **b** : a vehement protest **2** : AUCTION

out-curve \-,kɜrv\ *n* : a curve in baseball in which the ball breaks away from the batter

out-dat-ed \(\)ˈaʊt-dætəd\ *adj* : OBSOLETE

out-dist-ance \(\)ˈaʊt-dɪs-təns\ *vt* : to go far ahead of (as in a race) : OUTSTRIP

out-do \-ˈdu\ *vt* 1 : EXCEL, SURPASS **2** : DEFEAT, OVERCOME **SYN** see EXCEED

out-door \ˈaʊt-dɔr\ *n* : a door, out (of doors) **1** : of or relating to the outdoors **2** : performed outdoors **3** : not enclosed : having no roof

1out-doors \(\)ˈaʊt-dɔr\ *adv* : outside a building : in or into the open air

2outdoors *n pl* but *sing in constr* 1 : the open air **2** : the world away from human habitations

out-er \ˈaʊt-ər\ *adj* [ME, fr. *out* + *-er*, compar. suffix] **1** : EXTERNAL, OBJECTIVE **2 a** : situated farther out **b** : being away from a center

out-er-di-rect-ed \ˈaʊt-ər-dɪ-ˈrɛk-təd, -(l)dɪ-ˈrɛk-təd\ *adj* : conforming to the values and standards of society — **out-er-di-rect-ion** \-ˈrɛk-shən\ *n*

out-er-most \ˈaʊt-ər-mɒst\ *adj* : farthest out

outer space *n* 1 : space immediately outside the earth's atmosphere **2** : interplanetary or interstellar space

out-face \(\)ˈaʊt-fæs\ *vt* 1 : to stare down **2** : to confront unflinchingly : DEFY

out-fall \ˈaʊt-fɔl\ *n* : the outlet of a river, stream, li sewer

out-field \-,fi:ld\ *n* 1 : the part of a baseball field infield and between the foul lines **2** : the positions comprising right field, center field, and

out-field-er \-,fi:ld-ər\ *n*

out-fight \(\)ˈaʊt-faɪt\ *vt* : to surpass in fighting : DEFEAT

out-fight-ing \ˈaʊt-faɪt-ɪŋ\ *n* : fighting at long range

out-fit \ˈaʊt-fɪt\ *n* 1 : the act of fitting out or equip; tools or equipment for the use of a trade **b** : wearing apparel with accessories for a special occasion **c** : physical, mental, or moral equipment **3 a** : GROUP, TEAM **b** : RANCH

2outfit *vt* **out-fit-ted**; **out-fit-ting** 1 : to furnish with an outfit

2. SUPPLY *vt* : to acquire an outfit **SYN** see FURNISH

out-fit-ter \-,fɪt-ər\ *n* : one who outfits; as **a** : HABERDASHER **b** : a dealer in equipment and supplies for expeditions or camping trips

out-flank \(\)ˈaʊt-flæŋk\ *vt* : to get around the flank of (an opposing force) — **out-flank-er** *n*

out-flow \ˈaʊt-flɔ\ *n* 1 : a flowing out **2** : something that flows out

out-foot \(\)ˈaʊt-fu:t\ *vt* : to outdo in speed : OUTSTRIP

out-fox \-,fɒks\ *vt* : OUTSMART

out-gas \-,gæs\ *vt* : to remove occluded gases from usu. by heating

out-gen-er-al \(\)ˈaʊt-ʒen-ə-rəl\ *vt* : to surpass in generalship : OUTMANEUVER

1out-go \(\)ˈaʊt-go\ *vt* : to go beyond : OUTDO

2out-go \ˈaʊt-go\ *n* 1 : something that goes out; *specif* : EXPENDITURE **2** : the act of going out **b** : DEPARTURE **3** : OUTLET

out-go-ing \ˈaʊt-go-ɪŋ, -gə-ɪŋ\ *adj* 1 **a** : going away : DEPARTING **b** : retiring or withdrawing from a place or position **2** : FRIENDLY, RESPONSIVE

out-grow \(\)ˈaʊt-grə\ *vt* 1 : to grow faster than **2** : to grow too large or too mature for

out-growth \ˈaʊt-grəʊθ\ *n* 1 : a process or product of growing out **2** : CONSEQUENCE, BY-PRODUCT

out-guess \(\)ˈaʊt-ɡes\ *vt* : ANTICIPATE, OUTWIT

out-haul \ˈaʊt-hɔl\ *n* : a rope used to haul a sail taut along a spar

out-Her-od \(\)ˈaʊt-her-əd\ *vt* [out- + Herod Antipas tab A.D. 40, depicted in medieval mystery plays as a blustering tyrant] : to exceed in violence or extravagance

out-house \ˈaʊt-haʊs\ *n* : OUTBUILDING; *esp* : PRIVY

out-ing \ˈaʊt-ɪŋ\ *n* : an excursion usu. with a picnic

outing flannel *n* : a flannelette sometimes having an admixture of wool

out-land \ˈaʊt-land, -lənd\ *n* 1 : a foreign land **2 pl** : the outlying regions of a country : PROVINCES — **outland** *adj* — **out-land-er** \-,lənd-ər, -lən-ər\ *n*

out-land-ish \(\)ˈaʊt-lən-dɪʃ\ *adj* 1 : of or relating to another country : FOREIGN **2** : foreign looking : BIZARRE **3** : remote from civilization **SYN** see STRANGE — **out-land-ish-ly** *adv* — **out-land-ish-ness** *n*

out-last \(\)ˈaʊt-lɑst\ *vt* : to last longer than : SURVIVE **SYN** see OUTLIVE

1out-law \ˈaʊt-lɔ\ *n* [ME *outlaw*, fr. OE *utlaga*, fr. ON *utlagi*, fr. *ut* out (akin to OE *ūt*) out + *lag*, *lag* law — more at OUT, LAW] **1** : a person excluded from the benefit or protection of the law **2 a** : a lawless person or a fugitive from the law **b** : a person or organization under a ban or disability — **outlaw** *adj*

2outlaw *vt* 1 **a** : to deprive of the benefit and protection of law **b** : to make illegal **2** : to place under a ban or disability **3** : to remove from legal jurisdiction or enforcement — **out-law-ry** \ˈaʊt-lɔ(ə)r-ɪ\ *n*

1out-lay \ˈaʊt-læ\ *vt* : to lay out (money) : EXPEND

2outlay *n* 1 : the act of laying out or spending **2** : EXPENDITURE, PAYMENT

out-let \ˈaʊt-let, -lət\ *n* [out + *let*, v.] **1 a** : a means of exit

out-let *b* : a means of release or satisfaction for an emotion or impulse **2** : a stream flowing out of a lake or pond **3** : a market for a commodity **4** : a box at which electric wiring terminates for connection to electric appliances

out-ll-er \-,lɪ(-ə)r\ *n* 1 : one that does not live where his office, business, or estate is **2** : something that lies, dwells, or is situated or classed away from a main or related body

1out-line \ˈaʊt-lɪn\ *n* 1 **a** : a line that marks the outer limits of an object or figure : BOUNDARY **b** : CONTOUR, SHAPE **2 a** : a style of drawing in which contours are marked without shading **b** : a sketch in outline **3 a** : a summary of a written work **b** : SYN- line set out overnight : TROTLING

SYN CONTOUR, PROFILE, SILHOUETTE: OUTLINE applies to a line marking the outer limits or edges of a body or mass; CONTOUR stresses the quality of an outline or a bounding surface as being smooth, jagged, curving, or sharply angled; PROFILE suggests a varied and sharply defined outline against a lighter background; SILHOUETTE suggests a shape esp. of a head or figure with all detail blacked out in shadow leaving only the outline clearly defined

2outline *vt* 1 : to draw the outline of **2** : to indicate the principal features or different parts of

out-live \(\)ˈaʊt-lɪv\ *vt* 1 : to live longer than **2** : to survive the effects of

SYN OUTLAST, SURVIVE: OUTLIVE stresses the fact of enduring longer than another or of surmounting difficulty; OUTLAST is likely to stress capacity for endurance in relation to some other comparable or competing thing; SURVIVE implies a continuing to exist after a threatening event or circumstance

out-look \ˈaʊt-lʊk\ *n* 1 **a** : a place offering a view **b** : a view from a particular place **2** : POINT OF VIEW **3** : the act of looking out : LOOKOUT **4** : the prospect for the future **SYN** see PROSPECT

out-ly-ing \ˈaʊt-lɪ-ɪŋ\ *adj* : remote from a center or main body

out-ma-neu-ver \ˈaʊt-mə-ˈn(y)ū-ˈvər\ *vt* 1 : to defeat by more skillful maneuvering **2** : to surpass in maneuverability

out-match \(\)ˈaʊt-mætʃ\ *vt* : to prove superior to : OUTDO

out-mode \-,mɔd\ *vt* [out (of) mode] : to make unfashionable or obsolete

out-mod-ed \-,mɔd-əd\ *adj* 1 : not in style **2** : no longer ac-

4. SUPPLY *vt* : to acquire an outfit **SYN** see FURNISH

out-fit-ter \-,fɪt-ər\ *n* : one who outfits; as **a** : HABERDASHER **b** : a dealer in equipment and supplies for expeditions or camping trips

VI *outfit* (a verb *out* of an originally intransitive) (*vt*) : *from among* (one out of four survived) **2** : *in or into a state of loss or not having* (cheated him out of his savings) **3** : *because of* : *FROM* (came out of curiosity) **4** — *used as a function word to indicate the constituent material, basis, or source* (built out of old lumber)

out-of-date \ˈaʊt-ə(v)-dæt\ *adj* : OUTMODERN, UNFASHIONABLE, OBSOLETE — **out-of-date-ness** *n*

out-of-door \ˈaʊt-ə(v)-dɔr\ *n* : a door, out (of doors) **1** : of or relating to the outdoors **2** : performed outdoors

out-of-doors *n pl* but *sing in constr* : OUTDOORS

out-of-the-way \ˈaʊt-ə(v)-θə-ˈwi\ *adj* : off the beaten track : UNUSUAL

out-pa-tient \ˈaʊt-pə-shənt\ *n* : a patient who is not an inmate of a hospital but who receives diagnosis or treatment in a clinic or dispensary connected with it

out-play \(\)ˈaʊt-plæ\ *vt* : to excel or defeat in a game

out-point \-ˈpɔɪnt\ *vt* 1 : to sail closer to the wind than **2** : to win more points than

out-post \ˈaʊt-pɔst\ *n* 1 **a** : a security detachment thrown out by a main body of troops to protect it from enemy surprise **b** : a military base established by treaty or agreement in another country **2** : an outlying or frontier settlement

out-pour \ˈaʊt-pʊr\ *vt* : to pour out — **out-pour** \ˈaʊt-pʊr\ *n*

out-pour-ing \ˈaʊt-pʊr-ɪŋ, -pɔr-ɪŋ\ *n* 1 : the act of pouring out **2** : something that pours out or is poured out : OUTFLOW

out-put \ˈaʊt-pʊt\ *n* 1 : something produced; as **a** : mineral, agricultural, or industrial production **b** : mental or artistic production **c** : the amount produced by a person in a given time **d** (1) : power or energy delivered by a machine or system for storage or for conversion in kind or in characteristics (2) : the terminal for the output on an electrical device **e** : the information fed out by a computer or accounting machine **2** : the act or process of producing

1out-rage \ˈaʊt-ræʒ\ *n* [ME, fr. OF, excess, outrage, fr. *outr* beyond, in excess, fr. L *ultra* — more at ULTRA-] **1** : an act of violence or brutality **2** : INJURY, INSULT **3** : the anger and resentment aroused by injury or insult

2outrage *vt* 1 **a** : RAPE **b** : to subject to injury or insult **2** : to arouse anger or resentment in **SYN** see OFFEND

out-ra-geous \ˈaʊt-ræ-ʒəs\ *adj* 1 **a** : EXCESSIVE, EXTRAVAGANT **b** : PAINFUL, FANTASTIC **2** : VIOLENT, UNRESTRAINED **3 a** : doing grave insult or injury : ATROCIOUS **b** : extremely offensive : RUDE — **out-ra-geous-ly** *adv* — **out-ra-geous-ness** *n*

SYN OUTRAGEOUS, MONSTROUS, HEINOUS, ATROCIOUS mean enormously bad or horrible. OUTRAGEOUS implies exceeding the limits of what is bearable or endurable; MONSTROUS applies to what is abnormally or fantastically wrong, absurd, or horrible; HEINOUS implies being so flagrantly evil as to excite hatred or horror; ATROCIOUS implies merciless cruelty, savagery, or contempt of ordinary values

ou-trance \u-ˈtræns\ *n* [ME, fr. MF, fr. *outrer* to pass beyond, carry to excess, fr. *outr*]; the last extremity

out-range \(\)ˈaʊt-ræŋj\ *vt* : to surpass in range

ou-tré \u-ˈtræ\ *adj* [F, fr. pp. of *outrer* to carry to excess]; violating convention or propriety : BIZARRE

1out-reach \(\)ˈaʊt-rɛtʃ\ *vt* 1 : to surpass in reach : EXCEED **2** : to get the better of by trickery : OVERRREACH ~ *vi* 1 : to go too far **2** : to reach out

ə about; * kitten; ʳ further; ʳ back; ʳ bake; ʳ cot, cart; ʳ out; ʳ chin; ʳ less; ʳ easy; ʳ gift; ʳ trip; ʳ I live
ʳ joke; ʳ sing; ʳ flow; ʳ flaw; ʳ coin; ʳ thin; ʳ this; ʳ loot; ʳ foot; ʳ yet; ʳ yu furious; ʳ yu vision

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huesism, hue and cry.] an outcry; hue and cry. [Obs.]

out'back, *n.* [also O-] 1. the sparsely settled, flat, arid inland region of Australia.
2. any remote, sparsely settled region thought of as uncivilized.

out-bal'ance, *v.t.* to be greater than in weight, value, etc.

out-bid', *v.t.*; *outbid*, *pt.*, *pp.*; *outbidding*, *ppr.* to exceed in bidding; to bid more than (another).

For Indian spices, for Peruvian gold.
Prevent the greedy and *outbid* the bold.
—Pope.

out-bid'dēr, *n.* one who outbids.

out'bōard, *a.* situated near or located on the outer surface of a water craft; being toward the outside of a vessel; outward; as, the *out-board* end of a boom.

outboard motor; a portable gasoline engine fastened to the stern of a small boat for the purpose of propelling it.

outboard motorboat; a small boat having an outboard motor.

out'bōard, *adv.* in a direction away from the center of a vessel.

out'bōnd, *a.* see *inbond*.

out'bound, *a.* outward bound; destined or proceeding from a country or harbor to another country or port; as, an *outbound* ship.

out'bound *n.* 1. the farthest boundaries or

out'cōurt, *n.* the exterior or outer court of a church; the precinct.

Such persons, who, like Agrippa, were almost Christians, and have been (as it were) in the skirts and *outcourts* of Heaven.
—South.

out'cri'ēr, **out'cr'y'ēr**, *n.* one who cries or proclaims; specifically, one who proclaims a sale; a public crier; an auctioneer.

To be sold by the common *outcryer* appointed for that purpose.
—Baker.

out'crops, *n.* in geology, (a) the exposure of an inclined stratum at the surface of the ground; basetting; (b) the part so exposed.

out'crop, *v.i.*; *outcropped*, *pt.*, *pp.*; *outcropping*, *ppr.* in geology, to come out to the surface of the ground; said of strata.

out'cry, *n.*; *pl.* **out'cries**, 1. a vehement or loud cry; cry of distress.

2. strong or noisy opposition or protest.

3. a sale at public auction.

out'cūve, *n.* in baseball, a pitch curving away or out from the batter.

out-dāt'ed, *a.* 1. old-fashioned.

2. no longer popular.

out-dis'tance, *v.t.*; *outdistanced*, *pt.*, *pp.*; *outdistancing*, *ppr.* 1. to leave behind in a race.

2. to get ahead of in any competition; to outstrip.

out-dō, *v.t.*; *outdid*, *pt.*; *outdone*, *pp.*; *outdoing*, *ppr.* to exceed; to surpass; to perform beyond another.

institution, as a hospital, which are carried on outside its premises.

out'dōors, *adv.* in or into the open; outside a building or shelter.

out'dōors', *n.* 1. any area or place outside a building or shelter.

2. the outdoor world.

out'dōors'man, *n.*; *pl.* **out'dōors'men**, a man who spends much time in the outdoors, as in camping, hunting, or fishing.

out'dōors'wom'an, *n.*; *pl.* **out'dōors'wom'nen**, a woman who spends much time in the outdoors, as in camping, hunting, or fishing.

out'dōors'y, *a.* of, characteristic of, or fond of the outdoors. [Colloq.]

out-draw', *v.t.* to draw out; to extract. [Rare.]

out-dream', *v.t.* to dream during the continuance of; to dream till a thing is past, as danger.

out'dwell'ēr, *n.* a person owning land in a parish, but dwelling outside. [Brit.]

out'en, *prep.* out of. [Brit. Dial.]

out'ēr, *a.* [ME. *outer*; new form, from *out* and *-er*, replacing *utere*, from AS. *uterra*.]

1. located farther from a certain point or place than something else; external.

2. relatively far out or far removed; as, the *outer* regions; opposed to *inner*.

outer bar; in English courts, the junior barristers who plead outside the bar.

outer space; (a) space beyond the atmosphere of the earth; (b) space outside the solar system.

out'ēr, *n.* 1. one who expels. [Rare.]

2. in law, dispossession; an ouster. [Rare.]

3. (a) that part of a target beyond the circles around the bull's-eye, and so nearer the outside; (b) a shot which strikes that part.

out'ēr-ly, *adv.* 1. toward the outside. [Rare.]

2. absolutely; totally. [Obs.]

out'ēr-mōst, *a.* and *adv.* in a position farthest from the inside or center.

out'ēf'acē, *v.t.*; *outfaced* (-fāst'), *pt.*, *pp.*; *outfacing*, *ppr.* 1. to stare down; to overcome or subdue with a look or stare.

2. to defy or resist.

out'fāl, *n.* 1. the mouth of a river; the lower end of a watercourse.

2. the point of discharge for a river, drain, culvert, or sewer.

out-fang'thef, *n.* [AS. *ūtfangen theōf*; *ūt*, *fangan*, pp. of *fōn*, take, *thēōf*, thief.] in old law, a liberty or privilege, whereby a lord was enabled to call any man dwelling in his manor, and taken for felony in another place out of his fee, to judgment in his own court; also, the felon so taken. [Obs.]

out'fēld, *n.* 1. distant or outlying farmland.

2. in baseball, (a) the playing area beyond the four lines connecting the bases; (b) the outfielders collectively.

3. in cricket, the part of the field farthest from the batsman.

4. any undefined or indefinite outlying region.

Distinguished from *infield*.

out'fēld'ēr, *n.* in baseball and cricket, any player who occupies a position in the outfield; distinguished from *infielder*.

out'fit, *n.* 1. (a) a set of articles for fitting out, or equipping; (b) the equipment used in any craft or activity; paraphernalia; as, a carpenter's *oufht*, camping *oufht*.

2. articles of clothing worn together; ensemble; as, a fall *oufht*.

3. a group of people associated in some undertaking or activity; especially, a military unit.

4. a fitting out; an equipping.

5. formerly, an allowance made by the United States government to a diplomatic representative when going to a foreign country.

out'fit, *v.t.*; *outfitted*, *pt.*, *pp.*; *outfitting*, *ppr.* to fit out; to equip.

out'fit'tēr, *n.* one who supplies, sells, or makes outfits.

out'flānk', *v.t.*; *outflanked* (-flākt'), *pt.*, *pp.*; *outflanking*, *ppr.* 1. to maneuver into a position on the flank, or side, of (a body of enemy troops); to go beyond or turn the flank of.

2. to thwart; outwit.

ut'fling, *n.* a taunt; a gibe; a sarcasm.

ut'flōw, *n.* 1. the act of flowing out.

2. (a) that which flows out; (b) the amount flowing out.

ut'flōw', *v.i.*; *outflowed*, *pt.*, *pp.*; *outflowing*, *ppr.* to flow forth.

ut'foot', *v.t.*; *outfooted*, *pt.*, *pp.*; *outfooting*, *ppr.* 1. to walk, run, etc. faster or farther than.

2. to sail faster than (another): said of a ship.

out'fox', *v.t.*; *outfoxed* (-fokst), *pt.*, *pp.*; *outfoxing*, *ppr.* to outwit; outsmart.

out'gāte, *n.* an outlet; a passage outward. [Scot. and Brit. Dial.]

out'gen'ēr-āl, *v.t.*; *outgeneralized* or *outgeneralized*, *pt.*, *pp.*; *outgeneralizing* or *outgeneralizing*, *ppr.* to exceed in generalship; to gain advantage over by superior military skill; to surpass in leadership or management.

out'gō', *v.t.*; *outwent*, *pt.*; *outgone*, *pp.*; *outgoing*, *ppr.* 1. to go beyond; to go faster or farther than; to surpass; to excel.

2. to circumvent; to overreach. [Obs.]

out'gō, *n.*; *pl.* **out'gōes**, 1. a going out.

2. whatever goes or is paid out; outflow or expenses; opposed to *income*.

out'gō'ēr, *n.* one who goes out.

out'gō'ing, *a.* going out; as, an *outgoing* message, current, or tenant.

out'gō'ing, *n.* 1. the act of going out; departure.

2. utmost border; extreme limit. [Obs.]

3. whatever goes out; the outgo.

4. [usually in *pl.*] an outlay.

out'grōup, *n.* all the people not belonging to a specific in-group.

out'grōw', *v.t.*; *outgrew*, *pt.*; *outgrown*, *pp.*; *outgrowing*, *ppr.* 1. to surpass in growth; to grow faster or greater than.

2. to lose or get rid of by becoming mature; as, he *outgrew* his credulity.

3. to grow too large for; as, children *outgrow* their garments.

out'grōwth, *n.* 1. a growing out.

2. something that has its origin in something else; result; consequence; development.

3. an offshoot.

out'guārd (-gārd), *n.* a guard at a distance from the main body of an army; an outpost.

out'guess' (-ges'), *v.t.* to outwit.

out'gush, *n.* a gushing out; an outburst.

out'gush', *v.i.*; *outgushed* (-gusht), *pt.*, *pp.*; *outgushing*, *ppr.* to gush out.

out'haul, *n.* a rope by which a sail is hauled out, as upon a spar.

out'hees', *n.* outas (hue and cry). [Obs.]

outh'ēr, *conj.* *a.*, and *pron.* other; either. [Obs.]

out-Her'ōd, *v.t.*; *out-Heroded*, *pt.*, *pp.*; *out-Heroding*, *ppr.* 1. to be more violent or cruel than (Herod); Hamlet's reference to the usual characterization of Herod in the old mystery plays.

2. to surpass, as in excess.

out'house, *n.* a small building separate from but located near the main house; specifically, an outdoor latrine.

to fit out, to equip.
out'fit'tēr, *n.* one who supplies, sells, or makes outfits.
out'flānk', *v.t.*; *outflanked* (-flākt') *pt.*, *pp.*

3. to exceed in splendid appearance.
The towers as well as men *outrave* the sky.
—Cowley.

out-brāy', *v.t.* 1. to surpass in braying.

2. to utter with great noise. [Obs.]

out'breāk, *n.* a bursting forth; eruption; breaking out; sudden occurrence, as of disease, looting, anger, etc.

The flash and *outrbreak* of a fiery mind.
—Shak.

out'breāk-ing, *n.* 1. that which bursts forth.

2. the act of bursting forth.

out'breast' (-brest'), *v.t.* to surpass in power of voice. [Obs.]

out-breāthe', *v.t.* and *v.i.* to breathe out; to exhale.

out-breed', *v.t.* and *v.i.*; *outbred*, *pt.*, *pp.*; *outbreeding*, *ppr.* to practice, or subject to, outbreeding.

out-breed-ing, *n.* 1. the breeding of unrelated stocks or individuals.

2. in sociology, a marrying out of the family or tribe because of a taboo against marriage of persons related by blood.

out-bring', *v.t.* to bring or carry forth.

out-build' (-bild'), *v.t.*; *outbuilt*, *pt.*, *pp.*; *outbuilding*, *ppr.* to surpass in building, or in durability of building.

out-build-ing, *n.* a subordinate building near a main building; an outhouse.

out-būrn', *v.t.* to exceed in burning.

out-būrn', *v.i.* to burn to ashes; to be consumed.

out'būrst, *n.* a breaking or bursting out; an outbreak; a violent issuing forth; as, an *outrburst* of passion.

out'by, **out'bye**, *adv.* 1. abroad; without; out from; at some distance. [Scot. and Brit. Dial.]

2. in mining, in the direction of the shaft or passage; opposed to *inby*.

out'cāst, *a.* driven or cast out; thrown away; rejected. [Rare.]

out'cāst, *n.* 1. one who or that which is cast out or expelled; an exile; one driven from home or country.

2. a worthless or degraded person.

3. an altercation; a disagreement. [Scot.]

Syn.—castaway, reprobate, vagrant, vagabond, exile.

out'cāste, *n.* in India, a person expelled from his caste.

out'clāss', *v.t.* to surpass by a wide margin.

out'cōme, *n.* that which comes out of or results from something else; the issue; the result; the consequence.

The skepticism which forms the logical *outcome* common to them all.

—Herbert Spencer.

out'cōm'pāss, *v.t.* to exceed the bounds of.

EXHIBIT 3

THIS OPINION
IS NOT A PRECEDENT OF
THE TTAB

Mailed: 3/9/11

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re Retail Royalty Company

Serial Nos. 77791067 and 77979784

Theodore R. Remaklus of Wood, Herron & Evans for Retail Royalty Company.

Aaron Brodsky, Trademark Examining Attorney, Law Office 110 (Chris A.F. Pedersen, Managing Attorney) for Serial No. 77791067.

Cory Boone, Trademark Examining Attorney, Law Office 104 (Chris Doninger, Managing Attorney) for Serial No. 77979784.

Before Quinn, Kuhlke and Taylor, Administrative Trademark Judges.

Opinion by Quinn, Administrative Trademark Judge:

Retail Royalty Company filed applications to register the mark AMERICAN EAGLE OUTFITTERS (in standard characters) for "retail store services and online retail store services in the field of fragrances, cosmetics and personal care

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products, and jewelry" in International Class 35;¹ and the mark shown below



for "perfume, cologne, body wash, body lotion and shave balm" in International Class 3.²

The trademark examining attorney refused registration in each application due to applicant's failure to comply with a requirement to disclaim the term "outfitters" apart from the mark as used in connection with applicant's goods and services. According to the examining attorney, the term is merely descriptive of applicant's goods and services.

When the requirement was made final, applicant appealed. Applicant and the examining attorney filed briefs.³

¹ Child application Serial No. 77979784, filed February 26, 2009, alleging first use anywhere in 1977, and first use in commerce in May 1998.

² Application Serial No. 77791067, filed July 28, 2009, alleging a bona fide intention to use the mark in commerce.

³ Applicant, in its brief, objected to the dictionary definitions attached to the final refusal because it is the Board's policy to not take judicial notice of online definitions that are not available in print format. Applicant's objection is not well taken. The situations relied upon by applicant pertain to online

The examination of the applications was handled by two different examining attorneys. The evidentiary records adduced by the examining attorneys are similar, but not identical. The appeals involve common issues of law and fact, and we will consider the cumulative evidence introduced by the different examining attorneys in making our determination regarding the disclaimer requirement in each application.⁴ A consideration of all of the evidence together will result, we believe, in a more complete analysis. Accordingly, we will issue our decision in this single opinion.

The Arguments

Applicant argues that the common meaning of the term "outfitters" is someone who deals in equipment and supplies for expeditions and camping trips. According to applicant,

dictionary evidence that is submitted *after* the appeal when judicial notice is required. See Trademark Rule 2.142(d). In the present case, however, the online dictionary evidence properly was made of record during examination, and judicial notice is not required. See *In re Total Quality Group Inc.*, 51 USPQ2d 1474, 1476 (TTAB 1999); and TBMP §1208.04 (2d ed. rev. 2004). Accordingly, the objection is overruled and the additional definitions made of record with the final refusal are part of the record on appeal, and this evidence has been considered in reaching our decision. Applicant also objected to the online dictionary definitions submitted for the first time with the examining attorney's brief. Inasmuch as the dictionaries also appear in a printed form, the objection is overruled, and they have been considered in making our decision.

⁴ We see no reason to designate any evidence by the serial number of the application in which it was filed, or to identify the specific examining attorney who introduced the evidence.

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the evidence fails to establish that the term is merely descriptive of the particular goods and services offered by it. More specifically, applicant contends that the definitions of record show that the term "outfitter" identifies a retailer that deals in clothing, equipment, supplies and services for expeditions, camping trips or outdoor activities, and that the term does not have a descriptive meaning when used in connection with the personal care goods and services related thereto listed in the involved applications. Applicant states that the examining attorney is asking the Board to base a decision not on the identified goods and services, but rather on all of the goods and services sold by applicant. Applicant essentially argues that the examining attorney has expanded the meaning of the term "outfitter" by parsing dictionary definitions so as to encompass the type of goods and services offered by applicant. As for applicant's prior registrations that include a disclaimer of "outfitters," applicant contends that each application must be considered on its own merits, and that registrations issued "years ago" should not be controlling now, especially inasmuch as applicant's consent to those disclaimers was "erroneous." In support of its position, applicant submitted dictionary definitions of the term "outfitter," and copies of some of

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its own registrations, as well as third-party registrations, showing that there are no disclaimers of the term "outfitters" apart from the registered marks.

The examining attorney maintains that a term that names the type of establishment from which goods come is merely descriptive. More specifically, the examining attorney asserts that the term "outfitters" is descriptive because an "outfitter" is a commercial establishment that sells clothing, equipment, supplies, furnishings and other requisites. In this connection, the examining attorney states that perfume, body lotion and the like could be considered equipment, supplies, requisites, accessories or furnishings. According to the examining attorney, the term "outfitter" contemplates an establishment that sells more than clothing and equipment for camping trips; instead, the term "outfitter" contemplates an establishment that sells a broader category of clothing, accessories, and related items. While the term "outfitter" may have more specific connotations with clothing and haberdashery, or supplies and equipment particularly relevant to outdoor activities, the definitions of record, the examining attorney contends, are not necessarily so limiting. In support of the refusal the examining attorney relies upon dictionary definitions of the terms "outfitter" and others, as well as copies of

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some of applicant's prior registrations, and third-party registrations showing disclaimers of "outfitter(s)." The examining attorney also submitted examples retrieved from the Internet of third parties using the term "outfitter(s)" in connection with their business or store names.

At the outset, it is noted that application Serial No. 77979784 is a "child" application. The "parent" application is application Serial No. 77679197. Pursuant to the applicant's request to divide, the following services remained in the "parent" application: "retail store services and online retail store services in the field of clothing, clothing accessories, footwear and headwear, and bags" in International Class 35. In that application, applicant agreed to disclaim the term "outfitters" apart from the mark. The application matured into Registration No. 3888496 on December 14, 2010.

With respect to the division of the service mark application and its impact on his continued requirement for a disclaimer, the examining attorney found "this distinction to be illusory in the first place because the latter items travel [in] the same channels of trade as the clothing items, as the applicant acknowledges in its most recent response. Thus, there is little fundamental difference between the parent and child applications

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because the term 'outfitters' applies to the applicant's retail store services as a whole, single channel of trade, and not piecemeal to the particular items it provides."

(Final Refusal, 8/23/10). The examining attorney maintains that "the services in this [child] application are essentially the same as in the parent application," concluding that "[i]n other words, the applicant's divisional request only serves to create an artificial distinction where no real difference truly exists."

(Brief, p. 8).

The Evidence

Several dictionary definitions are of record. Dictionary definitions of the word "outfitter" include "one that outfits, as a haberdasher; a dealer in equipment and supplies for expeditions or camping trips; a machinist who installs the machinery and mechanical equipment of ships" (Webster's Third New International Dictionary of the English Language (unabridged ed. 1963)); "one who supplies, sells, or makes outfits" (Webster's New Twentieth Century Dictionary (2d ed. 1983)); "a business providing equipment, supplies, and often trained guides (as for hunting trips)" (www.merriam-webster.com); "a store that sells equipment and supplies for outdoor leisure activities such as camping or hunting" (www.encycarta.msn.com); "a person who furnishes,

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sells or makes outfits; a business that provides equipment and supplies for fishing trips, hunting expeditions, etc." (www.yourdictionary.com); and "one who furnishes or makes outfits; one who furnishes the necessary means or equipments for a voyage, journey, or expedition; in general, one who provides the requisites for any business." (www.wordnik.com). The record includes other dictionary listings for the term "outfitter," and all are consistent in setting forth the meaning as follows: "a shop that provides equipment for some specific purpose"; "an outfitter provided everything needed for the safari"; someone who sells men's clothes."⁵ One dictionary indicates that the term "outfitter" has two distinct meanings: "AMERICAN a store that sells clothes and equipment for activities such as camping and hunting; BRITISH OLD-FASHIONED a store that sells clothes, especially men's clothes." (www.macmillandictionary.com). One dictionary indicates that the term is "chiefly British." (www.wiktionary.com). Another dictionary indicates that the context is "mostly UK", defining the term as "a person or shop that sells men's clothes or other specialized

⁵ See, e.g., www.freedictionary.com, www.lookwayup.com, www.mnemonicdictionary.com; and www.rhynzone.com.

clothes or equipment." (www.allwords.com). Wikipedia describes an "outfitter" as

a shop or person that sells men's clothes. More specifically, it is a company or individual who provides or deals in equipment and supplies for the pursuit of certain activities. The term is most closely associated with outdoor activities such as rafting, hunting, fishing, canoeing, hiking and trail riding using pack stations... Furthermore, many retail stores and chains that sell outdoor sports gear are sometimes branding or calling themselves "outfitters"...

The examining attorney also submitted a definition of "haberdasher": "*British*: a dealer in notions; a dealer in men's clothing and accessories." The examining attorney further introduced definitions, retrieved from www.merriam-webster.com, of the words "equipment," "supplies," "requisite," "accessory" and "furnishing." In this connection the examining attorney contends that perfume, cologne, body wash, body lotion and shave balm can be considered as equipment, supplies, requisites, accessories or furnishings. The definitions include the following:

Equipment: the set of articles or physical resources serving to equip a person or thing.

Supplies: the quantities of goods or services offered for sale at a particular time or at one price.

Requisite: essential; necessary.

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Accessory: an object or device not essential in itself but adding to the beauty, convenience, or effectiveness of something else.

Furnishing: an article or accessory of dress, usually used in plural.

Applicant owns several subsisting registrations of the mark AMERICAN EAGLE OUTFITTERS, including two that cover goods in International Class 3: Registration No. 2344282 for "soap; moisturizing body lotion; and shower gel"; and Registration No. 2393861 for "perfume." In each instance, the term "outfitters" is disclaimed.

Applicant also owns the following registrations for the mark AMERICAN EAGLE OUTFITTERS: Registration No. 1597199 for "compasses and portable personal thermometers for measuring environmental temperature; flashlights; and travel diaries"; Registration No. 1916360 for "jewelry, namely, necklaces, earrings, and wristwatches"; Registration No. 2086693 for "clothing" and "retail clothing services"; Registration No. 2191681 for "nonprescription sunglasses"; and Registration No. 3490875 for "cosmetic bags sold empty." As set forth above, Registration No. 3888496 recently issued for "retail store services and online retail store services in the field of clothing, clothing accessories, footwear and headwear, and

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bags." In each instance, there is a disclaimer of "outfitters."

Other registrations for AMERICAN EAGLE OUTFITTERS owned by applicant include the following: Registration No. 1893331 for "credit card services"; Registration No. 3534042 for "toys, namely plush toys"; and Registration No. 3660634 for "financial services, namely, issuing stored value cards that may be redeemed for the purchase of goods." In each instance, there is no disclaimer of the term "Outfitters."

Also of record are numerous third-party registrations of marks that include the term "Outfitter(s)" as a portion thereof. The vast majority of the registrations covers clothing and footwear, and/or retail store services featuring clothing and related goods. Most of the registrations include a disclaimer of the term "outfitters." There are several other third-party registrations, however, that do not include a disclaimer when the term is included in a mark covering goods that are not clothing or services related to clothing. (See, e.g., ADVANCED FURNITURE OUTFITTERS, BATTERY OUTFITTERS, SLEEP OUTFITTERS, INTELLIGENCE OUTFITTERS, INDOOR OUTFITTERS, and DEVICE OUTFITTERS).

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The examining attorney submitted excerpts of a few third-party websites showing use of the term "Outfitter(s)" in connection with a variety of retail businesses. (See, e.g., URBAN OUTFITTERS, BARGAIN OUTFITTERS, and THE SWIMMER'S OUTFITTER).

The Law

The examining attorney may require an applicant to disclaim an unregistrable component of a mark otherwise registrable. Section 6 of the Trademark Act, 15 U.S.C. §1056. This section of the statute was amended in 1962 to allow the exercise of greater discretion by examining attorneys in determining whether a disclaimer is necessary. See TMEP §1213.01(a) (7th ed. 2010). Merely descriptive or generic terms are unregistrable under Section 2(e)(1) of the Trademark Act, 15 U.S.C. §1052(e)(1), and therefore are subject to disclaimer if the mark is otherwise registrable. Failure to comply with a disclaimer requirement is grounds for refusal of registration. See *In re Omaha National Corp.*, 819 F.2d 1117, 2 USPQ2d 1859 (Fed. Cir. 1987); and *In re Box Solutions Corp.*, 79 USPQ2d 1953 (TTAB 2006).

The examining attorney bears the burden of showing that a term is merely descriptive of the relevant goods and/or services. *In re Merrill, Lynch, Pierce, Fenner, and Smith Inc.*, 828 F.2d 1567, 4 USPQ2d 1141, 1143 (Fed. Cir.

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1987). A term is descriptive if it "forthwith conveys an immediate idea of the ingredients, qualities or characteristics of the goods [and/or services]." *Abercrombie & Fitch Co. v. Hunting World, Inc.*, 537 F.2d 4, 189 USPQ 759, 765 (2d Cir. 1976) (emphasis added). See *In re Abcor Development Corp.*, 616 F.2d 525, 200 USPQ 215 (CCPA 1978). Moreover, in order to be descriptive, the term must immediately convey information as to the qualities, features or characteristics of the goods and/or services with a "degree of particularity." *Plus Products v. Medical Modalities Associates, Inc.*, 211 USPQ 1199, 1204-1205 (TTAB 1981). See *In re Diet Tabs, Inc.*, 231 USPQ 587, 588 (TTAB 1986); *Holiday Inns, Inc. v. Monolith Enterprises*, 212 USPQ 949, 952 (TTAB 1981); *In re TMS Corp. of the Americas*, 200 USPQ 57, 59 (TTAB 1978); and *In re Gourmet Bakers, Inc.*, 173 USPQ 565 (TTAB 1972).

The Board has noted on a number of prior occasions that there is a thin line of demarcation between a suggestive and a merely descriptive designation. To the extent that any of the evidence and arguments based thereon raise doubts about the merely descriptive character of applicant's mark, such doubts are to be resolved in applicant's favor and the mark should be published, thus allowing a third party to file an opposition and develop a

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more comprehensive record. See e.g., *In re Box Solutions*, 79 USPQ2d at 1955; *In re Atavio*, 25 USPQ2d 1361 (TTAB 1992); and *In re Morton-Norwich Products, Inc.*, 209 USPQ 791 (TTAB 1981).

The Analysis

Based on the evidence of record, we find that the term "outfitters," when used in connection with applicant's personal care products, fragrances, cosmetics, and retail store services featuring such goods, as well as jewelry, is just suggestive. The examining attorney urges that "soap and sunscreen are personal care products that have definite utility in supplies for outdoor activities and camping," and "watches are kinds of jewelry useful in many types of activities like hiking and camping." However, only in the broadest and most general sense does the term "outfitters" even approach being descriptive for the *specific* goods and services identified in the involved applications. We agree with applicant's assessment of this case: "The Examining Attorney resorts to submitting definitions of words appearing in those definitions, and even definitions of definitions of words appearing in the definitions, to cobble together an abstract meaning that, in its broadest sense, could encompass Applicant's goods." (Reply Brief, p. 4). We are not persuaded by the fact that, as stated by

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the examining attorney, "applicant does not operate different retail stores, some of which operate as an outfitter of clothing and outdoor goods and some of which feature fragrances, cosmetics, personal care products, and jewelry"; rather, applicant "offers all of these goods in the same stores under the same essential retail services." (Brief, p. 8).⁶ Be that as it may, mere descriptiveness is determined on the basis of the specific identification of goods and/or services set forth in an application. *In re Allen Electric and Equipment Co.*, 458 F.2d 1404, 173 USPQ 689, 690 (CCPA 1972); *In re Vehicle Information Network Inc.*, 32 USPQ2d 1542, 1544 (TTAB 1994); and *In re Datatime Corporation*, 203 USPQ 878, 879 (TTAB 1979).

⁶ The examining attorney's remarks hint that applicant somehow is impermissibly "carving out" certain services in an attempt to circumvent the disclaimer requirement. Although not cited by the examining attorney, see *In re Reed Elsevier Properties Inc.*, 77 USPQ2d 1649, *aff'd*, 482 F.3d 1376, 82 USPQ2d 1376 (Fed. Cir. 2007); and *In re DNI Holdings Ltd.*, 77 USPQ2d 1435 (TTAB 2005). We do not view the present situation to be similar to the tactics employed by the applicants in those cases in connection with their recitations of services. TMEP §1213 (7th ed. 2010) indicates that "[a] disclaimer may be limited to pertain to only certain classes, or to only certain goods or services." In the present case, applicant originally could have filed two applications setting forth the recitations of services now set forth respectively in the parent and child applications. That this instead was accomplished through a divisional request does not taint applicant's position regarding the specific services now at issue on appeal. Contrary to the gist of the examining attorney's contention, we find that the division of the original application presents a meaningful distinction in terms of the mere descriptiveness of the term "outfitters" for the type of specific services set forth in the child application.

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We have considered the evidence of third-party registrations and uses. Case law recognizes that registrations can be used as a form of a dictionary definition to illustrate how a term is perceived in the trade or industry. *In re J.M. Originals Inc.*, 6 USPQ2d 1300, 1302-03 (TTAB 2001). As indicated above, however, the majority of the third-party registrations that include a disclaimer of "outfitter(s)" covers clothing, footwear and/or services featuring such goods. This evidence is simply outweighed by the other evidence showing that the term is only suggestive for the specific goods and services involved herein. Further, the third-party uses are minimal in number, and most are in connection with clothing.

An interesting twist in the present applications is brought out by applicant's ownership of several prior registrations. As indicated earlier, applicant's previously issued registrations of the mark AMERICAN EAGLE OUTFITTERS present a mixed bag, that is, some include disclaimers of "outfitters" while others do not. In considering the merits of registration herein of the same mark for "perfume, cologne, body wash, body lotion and shave balm," and "retail store services and online retail store services in the field of fragrances, cosmetics and personal care products, and jewelry," we have paid

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particular attention to the fact that in Registration No. 2344282 for "soap; moisturizing body lotion; and shower gel," and in Registration No. 2393861 for "perfume," applicant disclaimed the term "outfitters." Further, Registration No. 1916360 for, *inter alia*, "jewelry" includes a disclaimer of "Outfitters."

Section 6(b) of the Trademark Act, 15 U.S.C. §1056(b), provides that "No disclaimer...shall prejudice or affect the applicant's or registrant's rights then existing or thereafter arising in the disclaimed matter, or his right of registration on another application if the disclaimed matter be or shall have become distinctive of his goods or services." TMEP §1213.11 (7th ed. 2010) reads, in pertinent part, as follows:

It is now clear that, aside from generic matter, disclaimed matter is not forever barred from registration, and it can subsequently be considered for registration on either the Principal or Supplemental Register. When an application is filed seeking registration of matter previously disclaimed, it should be examined in the same matter as other applications. See *Quaker Oil Corp. v. Quaker State Oil Refining Corp.*, 161 USPQ 547 (TTAB 1969), *aff'd*, 453 F.2d 1296, 172 USPQ 361 (CCPA 1972); *Victor Tool & Machine Corp. v. Sun Control Awnings, Inc.*, 299 F.Supp. 868, 162 USPQ 389 (E.D. Mich. 1968), *aff'd*, 411 F.2d 792, 162 USPQ 387 (6th Cir. 1969).

Whether or not previously disclaimed matter has become eligible of registration depends on the circumstances and the evidence adduced in the examination process. *Helena Rubinstein, Inc. v. Ladd*, 219 F.Supp. 259, 138 USPQ 106 (D.D.C. 1963), *aff'd*, 141 USPQ 623 (D.C. Cir. 1964); *Roux Distributing Co., Inc. v. Duart Mfg. Co. Ltd.*, 114 USPQ 511 (Comm'r Pats. 1957).

Trademark rights are not static, that is, such rights do not remain constant over time. As the late Judge Rich observed: "Rights in this field do not stay put. They are like ocean beaches; they shift around. Public behavior may affect them." Rich, "Trademark Problems As I See Them-- Judiciary," 52 Trademark Rep. 1183, 1185 (1962). The state of the register, including applicant's own portfolio of marks, shows that the perception of "outfitter(s)" has varied over time. Notwithstanding the status and treatment of the term "outfitters" in the past, the dictionary evidence herein demonstrates that the term is only suggestive when used in connection with personal care products, fragrances, and cosmetics, and retail store services featuring these goods, as well as jewelry.

Moreover, each case must be decided on its own facts, based on the evidence that is presented in the record before us. We are not privy to the files in applicant's prior registrations inasmuch as the file histories are not

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part of the record. See *In re Thomas Nelson Inc.*, 97 USPQ2d 1712, 1713 (TTAB 2011). Thus, it is unknown whether the prior disclaimers in applicant's Registration Nos. 2344282 and 2393861 were made pursuant to the examining attorney's requirement, or rather were made voluntarily. See *In re MCI Communications Corp.*, 21 USPQ2d 1534 (Comm'r Pats. 1991). Given applicant's argument that the prior disclaimers were "erroneous," we suspect that they were made to comply with a requirement. So as to be clear, however, we cannot be certain in the absence of the file histories. In any event, although consistency in examination and the register are commendable goals, we are not bound by the prior actions of examining attorneys. See *In re Nett Designs Inc.*, 236 F.3d 1339, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001) ("Even if some prior registrations had some characteristics similar to [applicant's] application, the PTO's allowance of such prior registrations does not bind the board or this court."). See also *In re Rodale Inc.*, 80 USPQ2d 1696, 1700 (TTAB 2006) (although Board is "somewhat troubled" by applicant's prior Supplemental Register registrations of the same or similar marks, genericness still found based on the clear evidence of record). Given that trademark rights are not static, we do not view applicant's prior disclaimers, even when the same

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mark and the same goods/services are involved, as preventing applicant from now claiming that the disclaimed term is not merely descriptive.

We have considered applicant's disclaimers in its prior registrations "as merely illuminative of shade and tone in the total picture confronting the decision maker." *See Interstate Brands Corp. v. Celestial Seasonings, Inc.*, 576 F.2d 926, 198 USPQ 151, 154 (CCPA 1978). "Under no circumstances, may a party's opinion, earlier or current, relieve the decision maker of the burden of reaching his own ultimate conclusion on the entire record." *Id.* *See also Plyboo America Inc. v. Smith & Fong Co.*, 51 USPQ 1633, 1640 (TTAB 1999).

Considering the totality of the evidence, we find that the record supports a finding that a disclaimer of the term "outfitters" is not required in either application. We conclude that the term "outfitters" is not merely descriptive as used in connection with applicant's specific goods and services identified in the involved applications. Any doubt has been resolved in applicant's favor.

Decision: The refusal to register based on the failure to comply with a disclaimer requirement is reversed in each application.