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

Proceeding	91184267
Party	Plaintiff Platinum European Motorcars, Inc., d.b.a. Platinum Car Rental
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Attachments	opposition.pdf (1 page)(34159 bytes)

The first to use a mark in commerce has the ultimate right to use the mark. Platinum Car Rental has been using the mark PLATINUM CAR RENTAL in commerce prior to PM PLATINUM RENT-A-CAR Exotic & Luxury Collection (PLATINUM RENT-A-CAR). PLATINUM RENT-A-CAR filed their Intent to Use application serial no. 77288688 on September 25, 2007. Hence, Platinum Car Rental has priority to the use of PLATINUM mark for car rentals. Further, the service mark PLATINUM RENT-A-CAR is confusingly similar to Platinum Car Rental, and thus infringes upon Platinum Car Rental's trademark rights. The service mark PLATINUM RENT-A-CAR infringes Platinum Car Rental's trademark because it has the exact same key components of Platinum Car Rental's service mark and name. PLATINUM RENT-A-CAR and PLATINUM CAR RENTAL have essentially the same sight, sound and meaning under the classic test for trademark infringement. The words PLATINUM RENT-A-CAR is the focus of applicant's mark and is highlighted in bold and has a larger font than the words Exotic & Luxury Collection. This creates confusion in the minds of customers as to the source of applicant's services. This likelihood of confusion is increased by the fact that Platinum Car Rental provides the exact kind of vehicle rentals and leasing services as PLATINUM RENT-A-CAR. The use of PLATINUM RENT-A-CAR mark constitutes infringement of Platinum Rental Car's trademark rights, in vehicle rental and leasing market. For these reasons, the opposition must be sustained.