

Request for Reconsideration after Final Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88220987
LAW OFFICE ASSIGNED	LAW OFFICE 101
MARK SECTION	
MARK	https://tmng-al.uspto.gov/resting2/api/img/88220987/large
LITERAL ELEMENT	KNOCKOUT DESIGNS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size or color.
OWNER SECTION (current)	
NAME	Knockout Knobs LLC
STREET	125 West 72nd Street, #3F
CITY	New York
STATE	New York
ZIP/POSTAL CODE	10023
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
OWNER SECTION (proposed)	
NAME	Knockout Knobs LLC
INTERNAL ADDRESS	#3F
STREET	125 West 72nd Street
CITY	New York
STATE	New York
ZIP/POSTAL CODE	10023
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
EMAIL	info@knockoutdesigns.com
ARGUMENT(S)	
Please see the actual argument text attached within the Evidence section.	
EVIDENCE SECTION	
EVIDENCE FILE NAME(S)	
ORIGINAL PDF FILE	evi_2076785158-20200227100233594495_.ROA_FINAL_KNOCKOUT_DESIGNS_2_d_.pdf
CONVERTED PDF FILE(S)	

(18 pages)	\\TICRS\EXPORT18\IMAGEOUT18\882\209\88220987\xml1\RFR0002.JPG
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	\\TICRS\EXPORT18\IMAGEOUT18\882\209\88220987\xml1\RFR0019.JPG
ATTORNEY INFORMATION (current)	
NAME	Julia Spoor Gard
ATTORNEY BAR MEMBERSHIP NUMBER	NOT SPECIFIED
YEAR OF ADMISSION	NOT SPECIFIED
U.S. STATE/ COMMONWEALTH/ TERRITORY	NOT SPECIFIED
FIRM NAME	BARNES & THORNBURG LLP
STREET	11 SOUTH MERIDIAN STREET
CITY	INDIANAPOLIS
STATE	Indiana
POSTAL CODE	46204-3535
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
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EMAIL	jgard@btlaw.com
DOCKET/REFERENCE NUMBER	77571-PEND1
ATTORNEY INFORMATION (proposed)	
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ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX

U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	BARNES & THORNBURG LLP
STREET	11 SOUTH MERIDIAN STREET
CITY	INDIANAPOLIS
STATE	Indiana
POSTAL CODE	46204-3535
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
PHONE	317-236-1313
FAX	317-231-7433
EMAIL	jgard@btlaw.com
DOCKET/REFERENCE NUMBER	77571-288780
OTHER APPOINTED ATTORNEY	All other attorneys of Barnes and Thornburg, LLP
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DOCKET/REFERENCE NUMBER	77571-PEND1
CORRESPONDENCE INFORMATION (proposed)	
NAME	Julia Spoor Gard
PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	jgard@btlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	TMINDocket@btlaw.com; marango@btlaw.com
DOCKET/REFERENCE NUMBER	77571-288780
SIGNATURE SECTION	
RESPONSE SIGNATURE	/Mario Arango/
SIGNATORY'S NAME	Mario Arango
SIGNATORY'S POSITION	Attorney, Barnes & Thornburg, LLP, Indiana Bar Member
SIGNATORY'S PHONE NUMBER	3172361313
DATE SIGNED	02/27/2020
AUTHORIZED SIGNATORY	YES
CONCURRENT APPEAL NOTICE FILED	NO
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Feb 27 10:29:48 ET 2020
TEAS STAMP	USPTO/RFR-XXX.XX.XX.XXX-2 0200227102948369775-88220 987-710ceea8567ee91268091 fdb42fcc557c13d11235d43fe ffcb58a66114cd9148-N/A-N/

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PTO Form 1960 (Rev 10/2011)

OMB No. 0651-0050 (Exp 09/20/2020)

Request for Reconsideration after Final Action

To the Commissioner for Trademarks:

Application serial no. **88220987** KNOCKOUT DESIGNS(Standard Characters, see <https://tmng-al.uspto.gov/resting2/api/img/88220987/large>) has been amended as follows:

ARGUMENT(S)

In response to the substantive refusal(s), please note the following:

Please see the actual argument text attached within the Evidence section.

EVIDENCE

Original PDF file:

[evi_2076785158-20200227100233594495_-_ROA_FINAL_KNOCKOUT_DESIGNS_2_d_.pdf](#)

Converted PDF file(s) (18 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

[Evidence-8](#)

[Evidence-9](#)

[Evidence-10](#)

[Evidence-11](#)

[Evidence-12](#)

[Evidence-13](#)

[Evidence-14](#)

[Evidence-15](#)

[Evidence-16](#)

[Evidence-17](#)

[Evidence-18](#)

Owner AND/OR ENTITY INFORMATION

Applicant proposes to amend the following:

Current: Knockout Knobs LLC, a limited liability company legally organized under the laws of Delaware, having an address of
125 West 72nd Street, #3F
New York, New York 10023
United States

Proposed: Knockout Knobs LLC, a limited liability company legally organized under the laws of Delaware, having an address of
#3F
125 West 72nd Street
New York, New York 10023
United States
Email Address: info@knockoutdesigns.com

The owner's/holder's current attorney information: Julia Spoor Gard. Julia Spoor Gard of BARNES & THORNBURG LLP, is located at

11 SOUTH MERIDIAN STREET
INDIANAPOLIS, Indiana 46204-3535
United States

The docket/reference number is 77571-PEND1.

The phone number is 317-236-1313.

The fax number is 317-231-7433.

The email address is jgard@btlaw.com

The owner's/holder's proposed attorney information: Julia Spoor Gard. Other appointed attorneys are All other attorneys of Barnes and Thornburg, LLP. Julia Spoor Gard of BARNES & THORNBURG LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

11 SOUTH MERIDIAN STREET
INDIANAPOLIS, Indiana 46204-3535
United States

The docket/reference number is 77571-288780.

The phone number is 317-236-1313.

The fax number is 317-231-7433.

The email address is jgard@btlaw.com

Julia Spoor Gard submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current):

JULIA SPOOR GARD
PRIMARY EMAIL FOR CORRESPONDENCE: jgard@btlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): TMINDocket@btlaw.com

The docket/reference number is 77571-PEND1.

Correspondence Information (proposed):

Julia Spoor Gard
PRIMARY EMAIL FOR CORRESPONDENCE: jgard@btlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): TMINDocket@btlaw.com; marango@btlaw.com

The docket/reference number is 77571-288780.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

SIGNATURE(S)

Request for Reconsideration Signature

Signature: /Mario Arango/ Date: 02/27/2020

Signatory's Name: Mario Arango

Signatory's Position: Attorney, Barnes & Thornburg, LLP, Indiana Bar Member

Signatory's Phone Number: 3172361313

The signatory has confirmed that he/she is a U.S.-licensed attorney who is an active member in good standing of the bar of the highest court of a U.S. state (including the District of Columbia and any U.S. Commonwealth or territory); and he/she is currently the owner's/holder's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S.-licensed attorney not currently associated with his/her company/firm previously represented the owner/holder in this matter: the owner/holder has revoked their power of attorney by a signed revocation or substitute power of attorney with the USPTO; the USPTO has granted that attorney's withdrawal request; the owner/holder has filed a power of attorney appointing him/her in this matter; or the owner's/holder's appointed U.S.-licensed attorney has filed a power of

attorney appointing him/her as an associate attorney in this matter.

The applicant is not filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Mailing Address: JULIA SPOOR GARD
BARNES & THORNBURG LLP

11 SOUTH MERIDIAN STREET
INDIANAPOLIS, Indiana 46204-3535
Mailing Address: Julia Spoor Gard
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INDIANAPOLIS, Indiana 46204-3535

Serial Number: 88220987

Internet Transmission Date: Thu Feb 27 10:29:48 ET 2020

TEAS Stamp: USPTO/RFR-XXX.XX.XX.XXX-2020022710294836

9775-88220987-710ceea8567ee91268091fdb42

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/A-N/A-20200227100233594495

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RESPONSE TO FINAL OFFICE ACTION

This responds to the Final Office Action issued August 28, 2019, for U.S. Serial No. 88220987 for the mark KNOCKOUT DESIGNS (“Applicant’s mark”).

RESPONSE TO 2(d) REFUSAL: NO LIKELIHOOD OF CONFUSION

The United States Patent and Trademark Office (the “Office”) cited U.S. Registration No. 3335270 as preliminary bars to the registration of Applicant’s mark. In its Response to Office Action dated May 7, 2019, Applicant submitted arguments that a likelihood of confusion was not likely for multiple reasons. However, the Trademark Office has maintained its objection. Applicant respectfully disagrees with the Trademark Office’s position that a likelihood of confusion exists between Applicant’s mark and Registrant’s marks. Applicant reiterates its previous arguments, and offers additional arguments that Applicant’s mark should be approved for publication.

As discussed in greater detail below, Applicant respectfully disagrees that a likelihood of confusion exists between Applicant’s mark and the Registrant’s marks because (1) the overall commercial impression is different; (2) the respective goods and purchasers are different; (3) consumers are highly discerning and are unlikely to be confused as to the source of the respective goods; and (4) the burden of proof has not been met. As such, Applicant requests that the subject trademark application be approved for publication.

1. The Overall Commercial Impression is Different

As Examining Attorney correctly surmised, “Marks are compared in their entireties for similarities in appearance, sound, connotation, and commercial impression.” *Stone Lion Capital Partners, LP v. Lion Capital LLP*, 746 F.3d 1317, 1321, 110 USPQ2d 1157, 1160 (Fed. Cir. 2014) (quoting *Palm Bay Imps., Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369, 1371, 73 USPQ2d 1689, 1691 (Fed. Cir. 2005)). In comparing the marks, “[a]ll relevant facts pertaining to appearance, sound, and connotation must be considered before similarity as to one or more of those factors may be sufficient to support a finding that the marks are similar or

dissimilar." *Recot, Inc. v. M.C. Becton*, 214 F.3d 1322, 1329, 54 USPQ2d 1894, 1899 (Fed. Cir. 2000); TMEP §1207.01(b). As stated by the Court of Appeals for the Federal Circuit, "likelihood of confusion cannot be predicated on dissection of a mark. . . ." *In re Nat'l Data Corp.*, 753 F.2d 1056, 1058, 224 USPQ 749, 750-51 (Fed. Cir. 1985) (footnotes omitted) (citations omitted); TMEP §1207.01(b). While it may be appropriate to consider whether a portion of the mark is dominant in creating the mark's commercial impression, *see In re Nat'l Data Corp.*, 753 F.2d 1056, 1058, 224 USPQ 749, 750-51 (Fed. Cir. 1985), it is not appropriate to wholly discount the effects the additional elements of the respective marks may have simply because they have been disclaimed. *See re Detroit Athletic Co.*, 903 F.3d 1297, 1305, 128 USPQ2d 1047, 1050 (Fed. Cir. 2018).

In the current case, Examining Attorney's conclusion that the marks are similar rests on an improper dissection of the Applicant's mark. The additional word in both the prior Registrant's and the Applicant's mark, though disclaimed, is a crucial element that contains the heart of the services and materially alters the overall commercial impression. Design is defined as "to create, fashion, execute, or construct according to a plan; to draw plans for." Renovation, on the other hand, is defined as "to restore to a former better state." While the words may be considered generic in a trademark sense, as the Examining Attorney rightly stated, the consuming public is not expected to be familiar with the intricacies of trademark law. Here, the additional disclaimed term alters the commercial impression in the minds of the consuming public given that each disclaimed word creates an expectation for the services are to be performed (i.e. design v. renovation). When viewed as a whole, the marks are distinct in appearance and sound creating a different overall commercial impression in the minds of the consuming public. Therefore, consumer confusion is not likely to occur.

2. The Respective Goods and Purchasers are Different

Applicant offers the custom design and subsequent production of unique hardware for a variety of projects. Registrant's identifications of services, on the other hand, claim interior decorating and interior design services. While Applicant's services may be utilized by third-party interior designers in the course

of their services, Applicant's services are not limited to home improvement projects.

To reiterate, although Applicant's and Registrant's respective goods could both be said to be related to 'design', that is too tenuous a connection upon which to base a finding that they are sufficiently related for purposes of likelihood of confusion. To demonstrate that the involved goods and/or services are related, it is not sufficient that a particular term may be found which may broadly describe the goods and/or services. *See In re W.W. Henry Co.*, 82 U.S.P.Q.2d 1213, 1215 (TTAB 2007). Further, courts have held that the mere fact that "two products or services fall within the same general field . . . does not mean that the two products or services are sufficiently similar to create a likelihood of confusion." *Matrix Motor Co. v. Toyota Jidosha Kabushiki Kaisha*, 290 F. Supp.2d 1083, 1092 (2003), *aff'd* 120 Fed. Appx. 30 (9th Cir. Cal. 2005) (*citing Harlem Wizards Entm't Basketball, Inc. v. NBA Props.*, 952 F. Supp. 1084, 1095 (D.N.J. 1997)).

The Examining Attorney has surmised Applicant's argument by stating, "applicant's services are targeted at small scale home improvement while registrant's services are targeted at large scale home improvement . . . the fact remains that both services are directed at home improvement."¹ Examining Attorney's summary is an inappropriate oversimplification of the respective services offered by the parties. Applicant's services comprise a design process similar to new product design. Applicant's identification of services does not claim interior design or interior decorating, and Registrant's identification of services does not claim product design services. The evidence submitted by Examining Attorney fails to establish custom hardware design services and home improvement and renovation services are customarily offered by the same entity. The submitted internet evidence shows various entities offering renovation and home improvement services of all types (including the design of interior layouts), however, none of the evidence provided by Examining Attorney demonstrates that these entities offer custom design services and production of hardware for use in a variety of projects not limited to home improvement projects.

The argument that both Applicant's goods and Registrant's goods could broadly be described as

¹ See Final Office Action dated August 28, 2019.

falling under the general category or sphere of relating to “design” does not automatically mean that they are related. *See UMC Indus., Inc. v. UMC Elecs. Co.*, 207 U.S.P.Q. 861, 879 (T.T.A.B. 1980) (“[T]he fact that one term, such as ‘electronic’, may be found which generally describes the goods of both parties is manifestly insufficient to establish that the goods are related in any meaningful way.”); *Machine Head v. Dewey Global Holdings, Inc.*, 61 U.S.P.Q.2d 1313, 1318 (N.D. Cal. 2001) (“The fact that both products could broadly be described as relating to music is not sufficient to find that the products have a similar use or function.”) (internal citation omitted); *Harvey Hubbell, Inc. v. Tokyo Seimitsu Co.*, 188 U.S.P.Q. 517, 520 (TTAB 1975) (“In determining whether products [or services] are identical or similar, **the inquiry should be whether they appeal to the same market, not whether they resemble each other physically or whether a word can be found to describe the goods of the parties.**”) (emphasis added).

In the case at hand, Applicant’s services and Registrant’s services appeal to very different markets, at different stages in the stream of commerce. Even identical marks can coexist without confusion when the consumers and relevant markets are sufficiently distinct. *Electronic Design & Sales, Inc. v. Electronic Data Systems*, 954 F.2d 713, 716 (Fed. Cir. 1992) (reversing TTAB finding of likelihood of confusion between EDS for computer hardware components and E.D.S. for data processing services); *see also NEC Electronics, Inc. v. New England Circuit Sales*, 13 USPQ2d 1059 (D. Mass. 1989) (no likelihood of confusion between the marks NEC and NECS, where both companies sold computer chips to purchasers with specific technical needs).

Applicant’s services, by their very nature, are directed to and will likely be used by individuals, interior decorators, and designers looking for custom made products otherwise not available in the marketplace. Registrant, on the other hand, provides interior layout and decoration planning (“design”) services by interior decorators and designers making use of products available in the marketplace.² Applicant’s purchasers are those seeking design services for unique non-existing products in the marketplace in the nature of small-batch custom hardware,³ while Registrant’s purchasers are seeking

² See Exhibit A.

³ See Exhibit B.

services to help with the logistics involved in the planning and execution of interior layout and their decoration. Accordingly, given the respective services identified in Applicant's application and Registrant's registrations differ significantly in nature and purpose, it would be erroneous to presume that the goods would move in the same channels of trade. *See Canadian Imperial Bank v. Wells Fargo Bank*, 811 F.2d 1490, 1 U.S.P.Q.2d 1813 (Fed. Cir. 1987).

The nature of Applicant's services is different than the nature of Registrant's services. Accordingly, the purchasers of the respective services are very different and would pursue the respective services through distinct channels of marketing and trade. These factors, combined with the fact that Applicant's KNOCKOUT DESIGNS mark is not identical to Registrant's KNOCKOUT RENOVATION marks, helps to ensure that consumers would not expect Applicant's services and Registrant's services to emanate from the same source, and confusion is not likely.

3. The Purchasers are Sophisticated

The respective purchasers of Applicant's goods are sophisticated, knowledgeable, and discerning customers who are unlikely to be confused as to the source of the goods in question. "[S]ophisticated consumers may be expected to exercise greater care." *In re N.A.D. Inc.*, 754 F.2d 996 (Fed. Cir. 1985) (quoting *Pignons S.A. de Mecanique de Precision v. Polaroid Corp.*, 657 F.2d 482, 489 (1st Cir. 1981)). *See also NEC Electronics, Inc. v. New England Circuit Sales*, 13 U.S.P.Q.2d 1059 (D. Mass. 1989) (no likelihood of confusion between the marks NEC and NECS, where both companies sold computer chips to sophisticated purchasers with specific technical needs). In fact, the level of sophistication of the prospective purchasers may, in some cases, be the "most critical factor" in determining whether a likelihood of confusion exists. *See Astra Pharmaceutical Products, Inc. v. Beckman Instruments, Inc.*, 718 F.2d 1201, 1206 (1st Cir. 1983) (finding the purchasers level of sophistication as a dispositive factor and stating that "there is always less likelihood of confusion where goods are expensive and purchased after careful consideration).

In responding to the evidence presented by Applicant regarding the sophistication of its

consumers, Examining Attorney has stated that, “the fact that purchasers are sophisticated or knowledgeable in a particular field **does not necessarily mean that they are sophisticated or knowledgeable in the field of trademarks** or immune from source confusion.”⁴ (emphasis added). However, the standard of sophistication has never required the relevant purchasers to be knowledgeable in the field of trademarks. While it is true that sophistication does not necessarily indicate immunity from source confusion, it has been clearly established that “circumstances suggesting care in purchasing may tend to minimize the likelihood of confusion.” *See, e.g., In re N.A.D., Inc.*, 754 F.2d 996, 999-1000, 224 USPQ 969, 971 (Fed. Cir. 1985); TMEP §1207.01(d)(vii).

Contrary to Examining Attorneys assertion, Applicant is not arguing that its sophisticated consumers are immune from confusion, rather, Applicant argues that they are merely less likely to be confused. Applicant’s purchasers consist of individuals with very specific individualized needs and are more likely to make careful purchasing decision after considerable research and evaluation. Each of Applicant’s custom designs tells a unique story requiring a multi-stage process that ensures that consumers act deliberately and make thoughtful, intelligent purchasing decisions. Rather than allow for impulse purchases, Applicant’s purchasing process requires purchasers to visit Applicant’s website,⁵ and work closely with its 3D modelers to tailor the services based on personal selections made by the customer,⁶ “leaving no room for misunderstanding about the sources” of the respective goods. *See Edwards Lifesciences Corporation v. VigiLanz Corporation*, 94 U.S.P.Q.2d 1399, 2010 WL 1514315 (T.T.A.B. 2010) (finding no confusion between VIGILANZ for computer monitoring system and Opposer’s VIGILANCE heart monitor and software, both used in the medical field to monitor aspects of patient care).

⁴ See Final Office Action dated August 28, 2019.

⁵ <https://www.knockoutdesigns.com/contact-us/>

⁶ See Exhibit B.

This is especially true when goods are expensive. Here, the average cost of Applicant's goods range from \$250 to \$4,000.⁷ When goods are sold for amounts such as this, consumers will not make impulse purchases. Rather, consumers making such purchases are likely to be highly discerning and will conduct extensive research and exercise considerable care before purchasing. *Astra Pharmaceutical Prods., Inc. v. Beckman Instruments, Inc.*, 718 F.2d 1201, 1206 (1st Cir. 1983) ("[T]here is always less likelihood of confusion where goods are expensive and purchased after careful consideration."). If the consumer of a particular good or service tends to be sophisticated, or if the consumer is inclined to think carefully before purchasing a product or service, this may be sufficient to dispel any confusion, even between similar marks. *See, e.g., In re Software Design, Inc.*, 220 U.S.P.Q. 662 (T.T.A.B. 1983).

Given the amount of time and care put into investigating and purchasing the respective goods, it is highly unlikely that these sophisticated purchasers will believe that Applicant's and Registrant's highly dissimilar goods emanate from the same source. As discussed in *Edwards Lifesciences Corporation*, there is similarly no likelihood of confusion in this case because "[T]he same people do not encounter the marks and products; or, if they did, they would do so only in the context of a lengthy sales process leaving no room for misunderstanding about the sources of the respective products." *Id.*

In sum, the highly customized nature of Applicant's respective services based on the personal choices and decisions made by the purchasers of Applicant's goods means that purchasers would put a great deal of thought into a purchase, and would therefore be sophisticated, discerning purchasers. This helps to ensure that confusion is not likely.

4. The Burden of Proof

The burden of proof is on the Examining Attorney to establish the likelihood of confusion. A refusal should be based on an understanding of the relevant industries, an analysis of the marketplace, and the likely reaction of prospective purchasers. Substantial evidence is now before the Examining Attorney to show that no likelihood of confusion is possible. To maintain this refusal in view of these submissions,

⁷ *Id.*

significant contrary evidence would be necessary.

CONCLUSION

Applicant has responded to all matters in the Office Action and should the Examining Attorney have any questions with regard to this Response or to any matter relating to this Application, in general, a telephone call to Applicant's undersigned representative at the telephone number listed below would be greatly appreciated.

Respectfully submitted,

/s/ Julia S. Gard

Julia Spoor Gard

Mario Arango

BARNES & THORNBURG LLP

Attorneys for Applicant

11 South Meridian Street

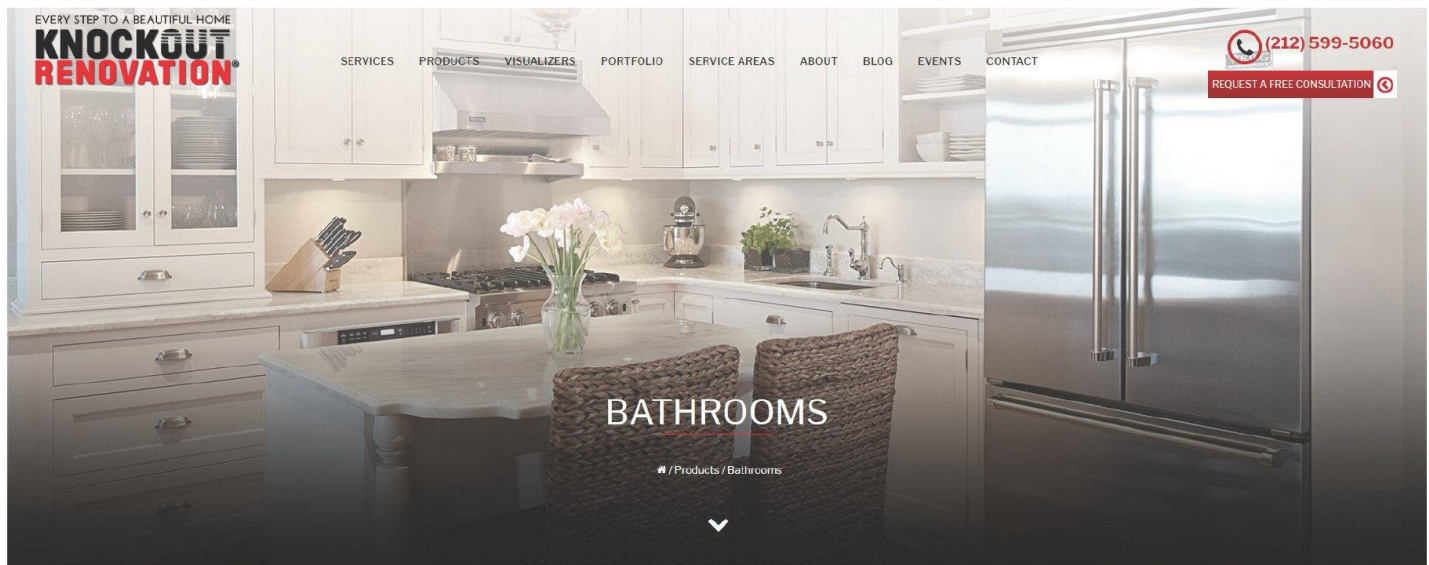
Indianapolis, Indiana 46204

317-236-1313

jgard@btlaw.com

marango@btlaw.com

EXHIBIT A



Below are links to many of the brands we sell. Premier brands are highlighted with a yellow icon and indicate manufacturers that have provided us with consistently exceptional service. You may want to consider these brands in particular as it can be beneficial in the case of time sensitive projects.

MEDICINE CABINETS



MIRRORS



VANITIES

👤 Mitchell
Welcome to Knockout Renovation!
How can we help you?



robern
PREMIER

Roca
PREMIER

PORCELANOSA
TILES • BATHROOMS • KITCHENS • HARDWOOD

DURAVIT

*American
Standard*

STRASSER
woodenworks

Woodpro

DECOLAV
CHANGING THE WAY YOU VIEW THE BATHROOM®

LACAVA®

KALLISTA®

Bertch

**EMPIRE
INDUSTRIES INC.**

BATH SINK FAUCETS

KOHLER
PREMIER

ROHL
Authentic Luxury for Kitchen and Bath®

hangrohe

*American
Standard*

LACAVA®

MOEN

TOTO

KALLISTA®

WATERMARK
BROOKLYN, NEW YORK

THG
PARIS

SHOWER HEADS & SHOWER CONTROLS

KOHLER
PREMIER

ROHL
Authentic Luxury for Kitchen and Bath®

hangrohe

DELTA

GROHE
Pure Freude
an Wasser

*American
Standard*

LACAVA®

MOEN

TOTO

KALLISTA®

WATERMARK
BROOKLYN, NEW YORK

THG
PARIS

Mitchell
Welcome to Knockout Renovation!
How can we help you?



BATHTUB FAUCETS & HANDSHOWERS



BATHROOM ACCESSORIES



TOILETS

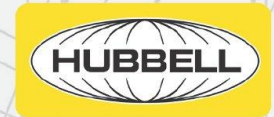
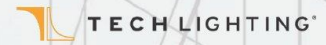


 Mitchell
Welcome to Knockout Renovation!
How can we help you?



Authentic Luxury for Kitchen and Bath®

LIGHT FIXTURES



TUBS



SHOWER & TUB DOORS



*American
Standard*

SINKS

KOHLER 

TOTO®

 **DURAVIT**

FRANKE

 **DECOLAV**®
CHANGING THE WAY YOU VIEW THE BATHROOM®

*American
Standard*

 Bertch®

EMPIRE
INDUSTRIES INC.

ELKAY®

FLOOR & WALL TILE

Roca 

PORCELANOSA
TILES · BATHROOMS · KITCHENS · HARDWOOD

CANCOS 
TILE AND STONE

 **daltile**®
IMAGINE WHAT'S POSSIBLE 

 **ARTISTIC TILE** 

 TOP

DOORS

 **MASONITE**®
ARCHITECTURAL

TRUSTILE®

THERMA TRU®
DOORS

Simpson®
Door Company

 **RAYDOOR**®

🔔 Mitchell
Welcome to Knockout Renovation!
How can we help you?



LOCKS & HARDWARES



AS SEEN ON



PORTFOLIO



TESTIMONIALS

Knockout Renovation is a high-quality company. That was very much our experience when they recently completed a kitchen, bathroom and hallway renovation.

– Majorie M.

Name*

Email*

Phone*

Project Type

☐ Interested in Financing

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SCHEDULE A CONSULTATION



Mitchell
Welcome to Knockout Renovation!
How can we help you?



EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 88220987
Mark: KNOCKOUT DESIGNS
Applicant: Knockout Knobs LLC
Attorney Docket: 77571-288780
Examining Attorney: Erin M. Falk
Law Office: 101

DECLARATION OF KNOCKOUT KNOBS LLC

I, Nancy Maier, President of Knockout Knobs LLC (“Applicant”), have held this position since May 12, 2015. As the President I have first-hand or constructive knowledge of the following facts, and I hereby declare:

1. Applicant’s services specialize in small custom hardware design and production orders ranging in size from 1-100.
2. Applicant’s customers put great time and consideration into making the decision to purchase Applicant’s goods and services.
3. The cost for Applicant’s custom design services range from \$250 to \$4000.
4. Each of Applicant’s custom knob, handle, and tap tells a unique story. Applicant’s designers and 3D modelers work closely with the customer and its staff to tailor the services based on personal selections made by the customer. In the unlikely event that any customer might initially think that Applicant’s goods and services are related to Knockout Renovation Services, Inc., Applicant’s designers and 3D modelers would quickly correct the customer.
5. Applicant has been in business under the name Knockout Knobs since at least as early as May 12, 2015. During that time, to the best of my knowledge, there has been no confusion between Applicant and Knockout Renovation Services, Inc. In my opinion, this is because the services provided by Knockout Renovation Services, Inc., are so different from the products and services provided by Applicant that no one would assume they came from the same company.

The undersigned solemnly declares that he is authorized to execute this declaration on behalf of said applicant, that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and that those statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

[Signature Page Follows]

Signed and declared this 13th day of February 2020.

Signature: *Nancy Maier*

Print Name: Nancy Maier

Title: President

Date: February 13, 2020