

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451  
General Contact Number: 571-272-8500

emy/gcp

Mailed: April 6, 2015

Opposition No. 91215600

*Samba Financial Group*

v.

*The Small-Scale Sustainable  
Infrastructure Development Fund, Inc.*

**George C. Pologeorgis,  
Interlocutory Attorney:**

On March 25, 2015, Applicant filed a proposed amendment to its application Serial Nos. 85941957 and 85941952 with Opposer's consent.

By the proposed amendment Applicant seeks to amend the recitation of services in International Class 36 in each of the subject applications as follows:<sup>1</sup>

From: Facilitating and arranging for the financing of business development loans and providing other types of financing to the poor and other entrepreneurs in developing countries, namely, financing in the form of equity and partial risk guarantees

To: Facilitating and arranging for the financing of business development loans and providing other types of financing to **and for** the poor and other entrepreneurs in developing countries, ~~namely, financing in the form of equity and partial risk guarantees.~~

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<sup>1</sup> The language in bold represents the proposed additions to the recitation of services and the language in strike-through represents the proposed deletions to the recitation of services.

A proposed amendment to any application or registration which is the subject of an *inter partes* proceeding must also comply with all other applicable rules and statutory provisions, including Trademark Rules 2.71-2.75. *See* TBMP §§ 514.01 and 605.03(b). In particular, while an applicant may amend to clarify or limit the identification, adding to or broadening the scope of the identification is not permitted. *See* Trademark Rule 2.71(a); TMEP §§1402.06 *et seq.*, 1402.07.

The proposed amendment is unacceptable inasmuch as it impermissibly expands the scope of the original identification. Specifically, the removal of the term “loans” from the qualifier “business development” in the proposed amendment results in a clause that simply reads “facilitating and arranging for the financing of business development,” which without the a subject matter to identify the bounds of what is being financed, namely, loans, the proposed amendment expands the scope of the original identification. Therefore, the Board cannot accept this wording in the proposed amendment and will not enter the amendment.

In view of these findings, the motion to amend is **denied without prejudice**. The present recitation of services, that is, the recitation prior to the filing of the motion to amend, remains operative for purposes of future amendment. *See* Trademark Rule 2.71(a); TMEP §1402.07(d).

However, inasmuch as the filing of the proposed amendment indicates to the Board that the parties are making efforts to settle this matter,

proceedings are **suspended**, and the parties are allowed until **thirty (30)** **days** from the mailing date of this order to file a revised motion to amend, failing which the Board will resume proceedings and reset dates, and the opposition will go forward on the present applications.<sup>2</sup>

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<sup>2</sup> In light of this order, Applicant's consented motion to suspend for settlement filed on March 12, 2015 is deemed moot and will be given no further consideration.