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Filing date: **11/28/2023**

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

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| Proceeding no. | 91287828 |
| Party | Defendant Toor Inc. |
| Correspondence address | KENNISHA A MORRIS TOOR INC. 1998 IRIS DR SW CONYERS, GA 30094 UNITED STATES Primary email: support@toor.life Secondary email(s): support@toor.life, iamaforce11@gmail.com 4049144230 |
| Submission | Answer |
| Filer's name | Kennisha Morris |
| Filer's email | support@toor.life |
| Signature | /kennishamorris/ |
| Date | 11/28/2023 |
| Attachments | TRAIL TRADEMARK .pdf(205648 bytes) |

TURO INC., Opposer, v. TOOR INC.,

Opposition Number: 91287828

Mark:



App. Ser. No.: 97523910

November 28, 2023

Answers

1. **I Accept**, that Turo is a Delaware corporation with a place of business at 111 Sutter Street, 12th Floor, San Francisco, California 94194.
2. **I Accept**, that On information and belief, Toor is a Georgia corporation with a place of business at 1954 Airport Road, 1330, Atlanta, Georgia 30341 when the company filed the application for trademark. The current business address as listed via the Georgia Corporations Division is 1998 Iris Dr. SW Conyers, Ga 30094 USA
3. **I do not have enough information**, Turo reasserts and incorporates by reference all preceding allegations of this Notice of Opposition.
4. **I Accept**, that Turo is the world's largest peer-to-peer car sharing marketplace and a leading pioneer in the travel and transportation industry, servicing over 7,500 cities across the United States, Canada, and the United Kingdom. Turo's mission is to put the world's 1.5 billion cars to better use.

5. **I Accept**, that Since at least as early as 2015, Turo has continuously offered its car sharing, business management and consulting, and transportation services and related software offerings as detailed below, under the well-known TURO trademark.
6. **I Accept** Turo has continuously used the TURO trademark identified below in interstate commerce in the United States and Turo's use of the trademark has encompassed the full spectrum of the goods and services defined below, all of which underlie and support its car sharing, business management and consulting, and transportation services and related software offerings.
7. **I do not have enough information** that By virtue of its nationwide, continuous use of the TURO trademark, Turo has obtained common law rights to its TURO trademark throughout the United States in connection with the goods and services listed below ("TURO Common Law Mark").
8. **I Accept** that in an effort to protect its valuable investment, Turo owns the trademark registration listed in their example. for the TURO mark on the Principal Register of the United States Patent and Trademark Office ("USPTO") (the "TURO Registration").
9. **I Accept** that, the trademark set forth in the TURO Registration and TURO Common Law Mark are herein referred to as the "TURO Mark."
10. **I do not have enough information** that, Turo's goods and services covered under the TURO Mark shall be referred to as "Turo's Goods and Services."
11. **I Accept** that, Turo has derived substantial revenue from the sale and rendering of Turo's Goods and Services under the TURO Mark.
12. **I Accept** that, The TURO Mark has achieved widespread and substantial recognition in association with Turo's Goods and Services due to the continuous use of the TURO Mark in connection with its 5 car sharing, business management and consulting, and transportation services and related software offerings and as a result of the commercial success of these offerings.

13. **I Accept** that, Turo has invested, and continues to invest, a substantial amount of time, money, and effort to develop, promote, advertise, offer, and provide Turo's Goods and Services under the TURO Mark in the United States.
14. **I Accept** that, The TURO Mark is distinctive of Turo's Goods and Services and is well known, generating valuable goodwill that is associated with Turo. Turo generated such goodwill before Toor's filing date for Toor's Mark on July 28, 2022 and upon information and belief, such goodwill was established well before Toor's earliest first use of Toor's Mark and any other priority date upon which Toor may rely.
15. **I Accept** that, At no time has Turo granted permission, written or otherwise, to Toor to use or register any form of Toor's Mark.
16. **I do not have enough information** that, Turo reasserts and incorporates by reference all preceding allegations of this Notice of Opposition.
17. **I Deny** that, Toor is a direct competitor of Turo, offering rideshare. I Deny that, Toor does car share, and, **I Accept** that, Toor offers transportation services and related software offerings.
18. **I Accept** that, On July 28, 2022, Toor which to date is a small start up filed U.S. Application Serial No. 97523910 (the "Application"), pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), seeking registration of in connection with the goods and services included below: Class 9: Downloadable mobile applications for coordinating freight and delivery services; Downloadable mobile applications for arranging transportation services, booking, scheduling and discharging drivers; Downloadable mobile applications for arranging concierge services; Downloadable mobile applications for locating, reserving, and renting automobiles; Downloadable mobile applications for transportation management services 6 Class 39: Freight brokerage; Freight and transport brokerage; Freight transportation brokerage; Transportation and delivery services, namely, same day shipment services; Transportation of goods; Transportation

of passengers and passengers' luggage; Transportation reservation services; Transportation services, namely, providing shuttle services by bus; Transportation services, namely, providing shuttle services by limousine; Cargo transportation; Making reservations and bookings for transportation; Online transportation reservation services (collectively, "Toor's Goods and Services").

19. **I Accept that**, Toor a new start up filed the Application pursuant to Section 1(b) of the Lanham Act, I Accept that Toor has not filed a Statement of Use or Amendment to Allege Use alleging due to a first use date or first use in commerce date for Toor's Mark in connection with Toor's Goods and Services. (start-up)
20. **I do not have enough information** that, Turo reasserts and incorporates by reference all preceding allegations of this Notice of Opposition.
21. **I do not have enough information** that, There is no issue as to priority. As set forth herein, Turo owns prior rights in the TURO Mark in the United States.
22. **I Accept** that Turo's filing date for the TURO Registration predates the filing date of Toor's Application on July 28, 2022.
23. **I Accept** that, Turo's use of the TURO Mark predates the filing date of Toor's Application on July 28, 2022.
24. **I Accept** that, upon information and belief, Turo's filing date for the TURO Registration and use of the TURO Mark predates any first use of Toor's Mark with the offering or provision of Toor's Goods and Services in the United States.
25. **I do not have enough information** that, Upon information and belief, Turo's first and continuous use of the TURO Mark in connection with Turo's Goods and Services occurred prior to any filing date or application priority date for Toor's Mark, upon which Toor may rely, as well as any alleged first use date and any 7 alleged first use in commerce of Toor's Mark in connection with Toor's Goods and Services in the United States upon which Toor may rely.

26. **I do not have enough information** that Turo reasserts and incorporates by reference all preceding allegations of this Notice of Opposition.
27. **I Deny** that, Toor's Mark is nearly identical in sight, sound, and meaning and/or is confusingly similar to the TURO Mark.
28. **I Deny** that, Toor's Mark conveys a similar commercial impression to the TURO Mark.
29. **I Deny** that, Toor's Goods and Services are nearly identical to, overlap with, and are highly related to Turo's Goods and Services and are sold within the same or overlapping trade channels and to the same or overlapping target consumers as Turo's Goods and Services.
30. **I Deny** that, Toor's Goods and Services are competitive with Turo's Goods and Services.
31. **I Deny** that, Toor's Mark, when used in connection with Toor's Goods and Services, is likely to cause confusion, mistake, or deception that Toor's Goods and Services are those of Turo or are otherwise endorsed, sponsored, or approved by Turo, or cause confusion, mistake, or deception as to the affiliation, connection, or association between Toor and Turo.
32. **I Deny** that, Registration of Toor's Mark will damage Turo because such registration would grant statutory, exclusive rights to Toor in violation of Turo's prior and superior rights, and it would unduly narrow the scope of protection afforded to Turo's Mark.
33. **I Deny** that, Accordingly, Toor's Application to register Toor's Mark should be refused registration under Section 2(d) of the Lanham Act.

/Kennisha Morris/