

This Opinion is Not a  
Precedent of the TTAB

Mailed: April 21, 2026

UNITED STATES PATENT AND TRADEMARK OFFICE

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Trademark Trial and Appeal Board

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*In re USI Insurance Services LLC*

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Serial No. 98585708

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Daniel C. Neustadt and John C. Nix of Holland & Knight LLP,  
for USI Insurance Services LLC.

Cameron McBride, Trademark Examining Attorney, Law Office 106,  
Mary Sparrow, Managing Attorney.

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Before English, Thurmon and Bradley  
Administrative Trademark Judges.

Opinion by English, Administrative Trademark Judge:

USI Insurance Services LLC (“Applicant”) seeks registration on the Principal Register of the mark set forth below for “insurance services, namely, the brokerage, underwriting, issuance and administration of commercial property and casualty, personal property and casualty, accident, and health insurance tailored to the needs

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of insureds; insurance agency services; wholesale brokerage of various types of insurance tailored to the needs of insureds” in International Class 36.<sup>1</sup>



The Examining Attorney refused registration of Applicant’s mark under Section 2(d) of the Trademark Act, 15 U.S.C. § 1052(d), based on a likelihood of confusion with the typeset mark IGP registered on the Principal Register for “administration and underwriting of life insurance, accident and health insurance, annuity contracts, and pensions,” in International Class 36 (the “Cited Registration” or “Cited Mark”).<sup>2</sup>

When the refusal was made final, Applicant requested reconsideration and appealed. The request for reconsideration was denied and the appeal proceeded. The appeal is fully briefed. We affirm the refusal to register.

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<sup>1</sup> Application Ser. No. 98585708 was filed on June 5, 2024, based on an allegation of an intent to use the mark in commerce under Section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b). The word “SPECIALTY” has been disclaimed.

“The mark consists of a rectangular box with orange and blue background, with the orange part above the blue and forming an incline, against which appears the white text ‘IGP’. Below the box appears the orange text ‘SPECIALTY’. The white square upon which the entire mark rests represents background or transparent areas only and is not claimed as a feature of the mark.” The colors orange, blue and white are claimed as features of the mark.

<sup>2</sup> Registration No. 894354 issued on May 28, 1969; renewed. A mark in typeset is the legal equivalent of a standard character mark. *In re Viterra, Inc.*, 671 F.3d 1358, 1363, n.2 (Fed. Cir. 2012).

## I. Procedural Issues

Applicant's briefs are not double-spaced as required by Trademark Rule 2.126(a)(1), 37 C.F.R. § 2.126(a)(1), making them difficult to read.<sup>3</sup> Applicant and its counsel are reminded to double-space all future filings and otherwise comply with all Board rules and procedures.

Applicant attached six exhibits to its brief labeled Exhibits A-F, and asks that we take judicial notice of the state regulations and National Association of Insurance Commissioners Model Laws, Regulations, Guidelines and Other Resources attached as Exhibits C-F.<sup>4</sup> The judicial notice request is granted; we take judicial notice of the materials in Exhibits C-F. *Roemer v. Board of Public Works of Md.*, 426 U.S. 736, 742 n.4 (1976) (taking judicial notice of "description of the funding procedure... as well as the quoted phrasings ... drawn from" in formal rules and regulations adopted by the Board of Public Works on January 7, 1976 and appearing in the Maryland Register); *cf. Junction R. Co. v. Bank of Ashland*, 79 U.S. 226, 227 (1870) ("The courts of the United States will take judicial notice of the public laws of the several States[.]").

As for the website printouts attached as Exhibits A and B, this is not the type of evidence of which the Board can take judicial notice, and Applicant did not ask that we do so. To the extent this evidence is already of record, it was unnecessary and unhelpful for Applicant to reattach the evidence to its brief.<sup>5</sup> *In re Jimenez*, No.

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<sup>3</sup> We also observe that the spacing on pages 1 and 2 in the Examining Attorney's brief is inconsistent.

<sup>4</sup> The Examining Attorney does not object to the judicial notice request.

<sup>5</sup> The proper way to cite to evidence in the record is to identify the document by date, name, and the page(s) where the evidence appears in the Office's Trademark Status & Document

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97551823, 2025 WL 3126703, at \*1, n.4 (TTAB 2025) (“Applicant’s submission with his appeal brief of portions of the prosecution record was superfluous and the Board strongly discourages this practice.”); *In re Michalko*, No. 85584271, 2014 WL 2531202, at \*1 (TTAB 2014) (“Parties to Board cases occasionally seem to be under the impression that attaching previously-filed evidence to a brief and citing to the attachments, rather than to the original submission is a courtesy or a convenience to the Board. It is neither.”). To the extent the exhibits comprise evidence not already in the record, they are untimely.<sup>6</sup> Trademark Rule 2.142(d), 37 C.F.R. § 2.142(d) (“The record should be complete prior to the filing of an appeal. Evidence should not be filed with the Board after the filing of a notice of appeal.”). We thus disregard Exhibits A-B.

## II. Likelihood of Confusion Analysis

The Trademark Act prohibits registration of a mark that “so resembles a mark registered in the Patent and Trademark Office, or a mark or trade name previously used in the United States by another and not abandoned, as to be likely, when used on or in connection with the goods of the applicant, to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1052(d); *In re Charger Ventures LLC*, 64 F.4th 1375, 1379 (Fed. Cir. 2023). Our determination under Trademark Act Section 2(d) is based on an analysis of all of the probative facts in evidence that are relevant to the

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Retrieval (TSDR) database. Trademark Rule 2.142(b)(3); *In re Virtual Indep. Paralegals, LLC*, No. 86947786, 2019 WL 1453034, at \*1 (TTAB 2019).

<sup>6</sup> The Examining Attorney objects to Exhibit B on the ground that it is new evidence that “was not referenced, submitted, or in any way provided prior to the Appeal Brief.” Examining Attorney’s Brief, 8 TTABVUE 8.

factors bearing on likelihood of confusion. *In re E. I. DuPont de Nemours & Co.*, 476 F.2d 1357, 1361 (CCPA 1973) (“*DuPont*”), cited in *B&B Hardware, Inc. v. Hargis Ind., Inc.*, 575 U.S. 138, 144 (2015); see also *Charger Ventures*, 64 F.4th at 1381.

We consider each *DuPont* factor for which there is evidence and argument. See *In re Guild Mortg. Co.*, 912 F.3d 1376, 1379 (Fed. Cir. 2019); *M2 Software, Inc. v. M2 Commc’ns., Inc.*, 450 F.3d 1378, 1381 (Fed. Cir. 2006); *ProMark Brands Inc. v. GFA Brands, Inc.*, No. 91194974, 2015 WL 1646447, at \*8 (TTAB 2015) (“While we have considered each factor for which we have evidence, we focus our analysis on those factors we find to be relevant.”). “The weight given to each factor depends on the circumstances of each case.” *Charger Ventures*, 64 F.4th at 1381; *In re Shell Oil Co.*, 992 F.2d 1204, 1206 (Fed. Cir. 1993) (“[T]he various evidentiary factors may play more or less weighty roles in any particular determination.”). Moreover, “each case must be decided on its own facts and the differences are often subtle ones.” *Indus. Nucleonics Corp. v. Hinde*, 475 F.2d 1197, 1199 (CCPA 1973).

The similarities and differences between the marks and goods or services are key considerations in any likelihood of confusion analysis. See *In re Chatam Int’l Inc.*, 380 F.3d 1340, 1341-42 (Fed. Cir. 2004); *Federated Foods, Inc. v. Fort Howard Paper Co.*, 544 F.2d 1098, 1103 (CCPA 1976) (“The fundamental inquiry mandated by § 2(d) goes to the cumulative effect of differences in the essential characteristics of the goods and differences in the marks.”); see also *In re i.am.symbolic, llc*, 866 F.3d 1315, 1322 (Fed. Cir. 2017) (“The likelihood of confusion analysis considers all *DuPont* factors for which there is record evidence but ‘may focus ... on dispositive factors, such as

similarity of the marks and relatedness of the goods.”) (quoting *Herbko Int’l, Inc. v. Kappa Books, Inc.*, 308 F.3d 1156, 1164 (Fed. Cir. 2002)). We consider these two factors and, because they were addressed by the Trademark Examining Attorney and Applicant, we also consider *DuPont* factors three and four below.

#### **A. Similarity or Dissimilarity of the Services**

Under the second *DuPont* factor, we consider “[t]he similarity or dissimilarity and nature of the goods or services as described in an application or registration.” *DuPont*, 476 F.2d at 1361. We must base our comparisons under the second *DuPont* factor on the goods or services identified in the Cited Registration and the involved application. *See, e.g., In re Charger Ventures*, 64 F.4th at 1383 (“The relevant inquiry in an ex parte proceeding focuses on the goods and services described in the application and registration.”) (emphasis omitted). “[I]t is sufficient for finding a likelihood of confusion if relatedness is established for any item encompassed by the identification of goods within a particular class in the application.” *In re Aquamar, Inc.*, No. 85861533, 2015 WL 4269973, at \*4, n.5 (TTAB 2015) (citing *Tuxedo Monopoly, Inc. v. Gen. Mills Fun Grp.*, 648 F.2d 1335, 1336 (CCPA 1981)).

For ease of reference, we set out the relevant services below.

**Applicant’s Services:** Insurance services, namely, the brokerage, underwriting, issuance and administration of commercial property and casualty, personal property and casualty, accident, and health insurance tailored to the needs of insureds; insurance agency services; wholesale brokerage of various types of insurance tailored to the needs of insureds.

**Registrant’s Services:** Administration and underwriting of life insurance, accident and health insurance, annuity contracts, and pensions.

Applicant's "underwriting ... and administration of ... accident and health insurance tailored to the needs of insureds" is encompassed within Registrant's more broadly worded "administration and underwriting of ... accident and health insurance." Thus, the services are in-part legally identical. *See, e.g. In re Info. Builders Inc.*, No. 87753964, 2020 WL 2094122, at \*4 (TTAB 2020) (finding services legally identical in part where registrant's services were encompassed by applicant's services). Applicant does not argue to the contrary.

**B. Trade Channels, Classes of Purchasers, Consumer Care and Purchasing Conditions**

We now turn to the third *DuPont* factor, namely, "[t]he similarity or dissimilarity of established, likely-to-continue trade channels" and the fourth *DuPont* factor, namely, "the conditions under which and buyers to whom sales are made, i. e. 'impulse' vs. careful, sophisticated purchasing." *DuPont*, 476 F.2d at 1361. Where, as here, the services are in-part identical and there are no restrictions as to trade channels or consumers in the identifications of services, we presume that Registrant's and Applicant's identical services travel through the same channels of trade to the same purchasers. *Cai v. Diamond Hong, Inc.*, 901 F.3d 1367, 1372 (Fed. Cir. 2018) ("With respect to similarity of the established trade channels through which the goods reach customers, the TTAB properly followed our case law and 'presume[d] that the identical goods move in the same channels of trade and are available to the same classes of customers for such goods."); *Viterra*, 671 F.3d at 1362 (identical goods are presumed to travel in same channels of trade to same class of purchasers).

Applicant does not dispute that the trade channels and consumers overlap but argues under the fourth *DuPont* factor that the relevant “purchasing and marketing context ... mitigate[s] any risk of confusion.”<sup>7</sup> Specifically, Applicant argues that “selecting an insurance provider is one of the most important decisions a purchaser can make” because “obtaining adequate insurance coverage may make the difference between financial safety and financial ruin in the wake of unexpected events.”<sup>8</sup> Applicant further asserts that “in many cases it is an insurance broker that is making the purchasing decision” on behalf of the consumer,<sup>9</sup> and insurance brokers are “bound by professional and fiduciary obligations to exercise a level of care that would require them to know who the provider of the services is before they advise their clients on which service to purchase.”<sup>10</sup> Applicant argues that “[a]t minimum, a consumer exercising such care is likely, if not almost certain, to figure out who the provider of the sought services is before making their purchasing decision.”<sup>11</sup>

We agree that some members of the purchasing public for accident and health insurance will exercise some care in making a purchasing decision for the reasons Applicant has articulated. That said, the evidence does not support that this is true of all purchasers of Applicant’s and Registrant’s insurance services. Potential consumers for the recited services include ordinary consumers who may not exercise

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<sup>7</sup> Appeal Brief, 6 TTABVUE 8.

<sup>8</sup> *Id.* at 9-10.

<sup>9</sup> *Id.* at 9.

<sup>10</sup> *Id.* at 10.

<sup>11</sup> *Id.* at 9.

any particular degree of care when making a purchase, and we must consider these consumers under the fourth *DuPont* factor. (“Board precedent requires the decision to be based on the least sophisticated potential purchasers.”) *Stone Lion Capital Partners, L.P. v. Lion Capital LLP*, 746 F.3d 1317, 1325 (Fed. Cir. 2014) (internal quotation marks omitted).

Applicant further argues that

entities that market insurance services must comply with a blanket of state and federal advertising regimes, which often include provisions mandating that promotional and advertising material clearly and conspicuously identify the actual insurer. ... By mandating such disclosures, these legal frameworks help mitigate the risk of source confusion, ensuring that policyholders and beneficiaries can accurately identify the insurer and distinguish between different providers in the marketplace.<sup>12</sup>

Applicant concludes that “because consumers will never encounter either Applicant’s Mark or Registrant’s Mark without clear and conspicuous source disclosures, there is no opportunity for confusion, let alone a likelihood thereof.”<sup>13</sup>

Applicant overstates the significance of the applicable “state and federal advertising regimes.” Consumers may overlook or fail to remember such disclosures. *See, e.g., Spoons Rests., Inc. v. Morrison Inc.*, No. 91079317, 1991 WL 355249, at \*4 (TTAB 1991) (noting “the fallibility of customer memory”). But even if such disclosures were prominently displayed, noticed and remembered by consumers, insurance services may be recommended (or advised against) by word-of-mouth with

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<sup>12</sup> *Id.* at 10, 12 (emphasis omitted).

<sup>13</sup> Reply Brief, 9 TTABVUE 6.

no accompanying disclosure. In other words, there is an opportunity for consumers to encounter Applicant's and Registrant's marks without a referenced disclosure.

Moreover, confusion as to source or origin is not the only basis for refusing registration under Section 2(d) of the Trademark Act. "[A]ny confusion made likely by a junior user's mark is cause for refusal; likelihood of confusion encompasses confusion of sponsorship, affiliation or connection." *Hilson Research, Inc. v. Society for Human Resource Mgmt.*, No. 91084491, 1993 WL 290669, at \*5 (TTAB 1993); see also *In re Majestic Distilling Co.*, 315 F.3d 1311, 1316 (Fed. Cir. 2003) ("[T]he mistaken belief that [a good] is manufactured or sponsored by the same entity ... is precisely the mistake that § 2(d) of the Lanham Act seeks to prevent"); *Fed. Bureau of Investigation v. Societe: M. Bril & Co.*, 1971 WL 16592, at \*7 (TTAB 1971) (proceeding number unavailable) (under Section 2(d) party must show "the purchasing public would mistakenly assume that the applicant's goods or services originate with, are sponsored by, or are in some way associated with it"). As discussed below, because of the similarities between the marks and the in-part identical nature of the services, confusion as to sponsorship or affiliation is likely.

### **C. Similarity or Dissimilarity of the Marks**

Under the first *DuPont* factor, we consider the "similarity or dissimilarity of the marks in their entirety as to appearance, sound, connotation and commercial impression." *DuPont*, 476 F.2d at 1361. "Similarity in any one of these elements may be sufficient to find the marks confusingly similar." *In re Inn at St. John's, LLC*, No.

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87075988, 2018 WL 2734893, at \*5 (TTAB 2018), *aff'd mem.*, 777 F. App'x 516 (Fed. Cir. 2019).

“[S]imilarity is not a binary factor but is a matter of degree.” *In re St. Helena Hosp.*, 774 F.3d 747, 752 (Fed. Cir. 2014). The issue is not whether the marks can be distinguished when subjected to a side-by-side comparison, but instead whether the marks are sufficiently similar in terms of their commercial impression such that persons who encounter the marks would be likely to assume a connection between the parties.” *Cai*, 901 F.3d at 1374 (quoting *Coach Servs., Inc. v. Triumph Learning LLC*, 668 F.3d 1356, 1368 (Fed. Cir. 2012). The focus is on the recollection of an ordinary consumer, who normally retains a general rather than specific impression of trademarks. *Geigy Chem. Corp. v. Atlas Chem. Indus., Inc.*, 438 F.2d 1005, 1007 (CCPA 1971); *L’Oreal S.A. v. Marcon*, No. 91184456, 2012 WL 1267956, at \*5 (TTAB 2004); *Sealed Air Corp. v. Scott Paper Co.*, 1975 WL 20752, at \*3 (TTAB 1975) (proceeding number not available).

We evaluate the marks in their entirety. *Stone Lion Cap. Partner, L.P. v. Lion Cap. LLP*, 746 F.3d 1317, 1321(Fed. Cir. 2014); *Franklin Mint Corp. v. Master Mfg. Co.*, 667 F.2d 1005, 1007(CCPA 1981) (“It is axiomatic that a mark should not be dissected and considered piecemeal; rather, it must be considered as a whole in determining likelihood of confusion.”). But when we consider the marks in their entirety, it may be appropriate to give more weight to a dominant part of a mark. *See, e.g., In re Charger Ventures*, 64 F.4th at 1382; *In re Detroit Athletic Co.*, 903 F.3d 1297, 1305-06 (Fed. Cir. 2018).

We find that the letters IGP are the dominant element of Applicant's mark



. From a visual standpoint, the letters IGP draw the attention of the eye because they are (i) the first literal element in Applicant's mark, *see, e.g., Presto Prods., Inc. v. Nice-Pak Prods., Inc.*, No. 91074797, 1988 WL 252340, at \*3 (TTAB 1988); (ii) displayed in a font size that is at least twice as large as the word SPECIALTY; (iii) the only element of the mark appearing in white;<sup>14</sup> and (iv) superimposed on the orange and blue background design in the mark. In addition, Applicant disclaimed the word SPECIALTY in response to the Examining Attorney's disclaimer requirement on the ground that SPECIALTY "is merely descriptive" of Applicant's services.<sup>15</sup> *In re Ye Mystic Krewe of Gasparilla*, No. 90522364, 2025 WL 2953731, at \*4 (TTAB 2025) (entry of disclaimer is "an implicit concession that the term is descriptive"). One reason for giving less weight to an element in a mark is if the matter is disclaimed. *See, e.g., Detroit Athletic*, 903 F.3d at 1305; *In re Aquitaine Wine USA, LLC*, No. 86928469, 2018 WL 1620989, at \*3 (TTAB 2018).

The rectangular outer shape of the design in Applicant's mark is a common basic shape with little, if any, source identifying significance. The jagged-edge incline

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<sup>14</sup> See n.1 above (description of mark including that "the white square upon which the entire mark rests represents background or transparent areas only and is not claimed as a feature of the mark").

<sup>15</sup> December 26, 2024 Office Action, TSDR 12 (Merriam-Webster Dictionary definition of "specialty" as "something in which one specializes").

element in the design somewhat visually distinguishes Applicant's mark from the Cited Mark, but we find that consumers encountering Applicant's Mark are likely to focus on and remember the letters IGP for the reasons stated above. *Sabhnani v. Mirage Brands, LLC*, No. 92068086, 2021 WL 6072822, at \*16 (TTAB 2021) (the words in a composite word and design mark are "likely to make a greater impression upon purchasers [and] to be remembered by them.") (internal quotation marks omitted).

Applicant argues that "[a]urally, the inclusion of the word SPECIALTY in Applicant's Mark jumps out, like the difference between an open fifth and a filled-in minor chord."<sup>16</sup> Applicant exaggerates the phonetic importance of the word SPECIALTY. Because the letters IGP are the first literal element in Applicant's mark and comprise the entirety of the Cited Mark, we find that the marks sound similar despite the addition of the word SPECIALTY in Applicant's mark and the design element, which would not be verbalized. *L.C. Licensing, Inc. v. Berman*, No. 78320850, 2008 WL 835278, at \*3 (TTAB 2008) (words not designs used by purchasers to request the goods or services).

As for meaning and commercial impression, Applicant argues that

the interjection of SPECIALTY in Applicant's Mark operates as a modifier that immediately narrows its perceived market position to specialized or nonstandard insurance products. ... The accompanying design reinforces this by presenting a sharp, modern, business oriented appearance, perhaps even industrial in tone. This communicates a focused, high-expertise brand, not a general insurance provider.<sup>17</sup>

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<sup>16</sup> Appeal Brief, 6 TTABVUE 14.

<sup>17</sup> *Id.*

Because the services are in-part identical, the letters IGP are likely to have the same meaning and commercial impression in both marks. This is not changed by the second word SPECIALTY in Applicant's mark, which merely describes the specialty nature of Applicant's services or that Applicant operates in the specialty field of insurance, which can also be said about Registrant and its services.<sup>18</sup> *Mystic Krewe of Gasparilla*, 2025 WL 2953731, at \*5 (“Because the marks share the term GASPARILLA and Applicant's and Registrant's goods are identical and legally identical in part, the [additional] term TREASURES [in Registrant's mark] does not distinguish the marks; to the contrary, the term TREASURES actually reinforces the common meaning of the shared term [GASPARILLA] as signifying the pirate José Gaspar.”).

We further find it unlikely that consumers with an ordinary recollection would be likely to perceive and remember the design element in Applicant's mark as a “sharp, modern, business oriented” design “even industrial in tone.” *Nike, Inc. v. WNBA Enters., LLC*, No. 91160755, 2007 WL 763166, at \*13 (TTAB 2007) (“Keeping in mind that the marks may not even be seen at the same time, ordinary purchasers ... would not necessarily remember fine details about the mark ... given their hazy and imperfect recall”); see also *St. Helena Hosp.*, 774 F.3d at 751 (“[M]arks must be

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<sup>18</sup> *Id.* (noting Applicant's “service specialization”). Registrant's identified insurance services are broad enough to encompass “specialized or nonstandard insurance products.” *In re OSF Healthcare Sys.*, No. 88706809, 2023 WL 6140427, at \*5 (TTAB 2023) (“[W]e must construe the services identified in the cited registration as broadly as reasonably possible “to include all [services] of the nature and type described therein.”) (quoting *In re Solid State Design Inc.*, No. 87269041, 2018 WL 287909, at \*6 (TTAB 2018)).

considered ... in light of the fallibility of memory and not on the basis of side-by-side comparison”) (internal quotation marks omitted). The jagged-edge incline in Applicant’s mark suggests growth or an upward trajectory, a meaning and commercial impression that the Cited Mark does not impart. But even though the precise meaning and commercial impression of Applicant’s mark is not identical to that of the Cited Mark, the marks share a similarity in meaning and commercial impression due to the shared term IGP.

Often there is a likelihood for confusion where one mark incorporates the other in its entirety, *Bureau Nat’l Interprofessionnel du Cognac v. Cologne & Cognac Ent.*, 110 F.4th 1356, 1370 (Fed. Cir. 2024), and we find that to be the case here for the reasons stated. Indeed, because of the similarities between the marks and the in-part identical nature of the services, consumers are likely to mistakenly perceive



Applicant’s mark as a more detailed variation of Registrant’s IGP mark identifying a line extension or a specialty subset of services associated with or sponsored by Registrant. *In re Mighty Leaf Tea*, 601 F.3d 1342, 1346 (Fed. Cir. 2010) (finding ML likely to be perceived as a shortened version of ML MARK LEES when used on the same or closely related skin care products); *In re Great Lakes Canning, Inc.*, 1985 WL 71929, at \*3 (TTAB 1985) (proceeding number unavailable) (“Even those purchasers who are fully aware of the specific differences between the marks may well believe, because of the similarities between them, that the two marks are

simply variants of one another, used by a single producer to identify and distinguish companion lines of products.”).

In sum, the marks are not identical, but that is not required under the first *DuPont* factor. When we consider the marks in their entireties for in-part identical services, we find that they share an overall similarity in appearance, sound, connotation and commercial impression.


### **III. Conclusion**

As a final step, we “weigh the *DuPont* factors used in [our] analysis and explain the results of that weighing.” *In re Charger Ventures*, 64 F.4th at 1384 (emphasis omitted).

In this appeal, the services, trade channels and consumers are in-part identical and overlap; the corresponding *DuPont* factors accordingly weigh heavily in favor of finding a likelihood of confusion. The marks are also similar in appearance, sound, connotation and commercial impression such that the first *DuPont* factor also weighs in favor of finding a likelihood of confusion. The care exercised by consumers and purchasing conditions, considered under the fourth *DuPont* factor, are neutral or, at best for Applicant, weigh somewhat against finding a likelihood of confusion.

On balance, we find that any heightened degree of care that may be exercised by consumers and the conditions under which the services are purchased are outweighed by the overlap in the services, trade channels and consumers as well as the similarities between the marks in their entireties. We thus conclude that Applicant’s



mark  for “insurance services, namely, the brokerage, underwriting, issuance and administration of commercial property and casualty, personal property and casualty, accident, and health insurance tailored to the needs of insureds; insurance agency services; wholesale brokerage of various types of insurance tailored to the needs of insureds” is likely to cause confusion with the cited typeset mark IGP for “administration and underwriting of life insurance, accident and health insurance, annuity contracts, and pensions.”

**Decision:** The refusal to register Applicant’s mark under Section 2(d) of the Trademark Act is affirmed.