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Precedent of the TTAB

Mailed: September 1, 2026

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re Drobot, Inc.

Serial No. 99010898

Joseph P. Kincart of Tracnik Law PLLC,
for Drobot, Inc.

Catherine Lee, Trademark Examining Attorney, Law Office 110,
Loksye Lee Riso, Managing Attorney.

Before Elgin, Stanley, and Lavache,
Administrative Trademark Judges.

Opinion by Stanley, Administrative Trademark Judge:

Drobot, Inc. ("Applicant") seeks registration on the Principal Register of the proposed standard-character mark FIND - FETCH - TRANSFER for "self-driving robots for delivery," in International Class 12.[1]

[1] Application Serial No. 99010898 was filed on January 17, 2025, under Section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b), based on Applicant's allegation of a bona fide intention to use the mark in commerce.

The Trademark Examining Attorney refused registration of Applicant's proposed mark under Trademark Act Section 2(e)(1), 15 U.S.C. § 1052(e)(1), on the ground that it is merely descriptive of the identified goods.[2]

Applicant appealed and requested reconsideration.[3] After the Examining Attorney denied the request for reconsideration, the appeal resumed. Both Applicant and the Examining Attorney filed briefs.

For the reasons explained below, we affirm the refusal to register.

I. Mere Descriptiveness

A. Applicable Law

Section 2(e)(1) of the Trademark Act excludes from registration any "mark which (1) when used on or in connection with the goods of the applicant is merely descriptive … of them." 15 U.S.C. § 1052(e)(1). A term is "merely descriptive" within the meaning

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[2] The application was also initially refused under Section 2(d) of the Trademark Act, 15 U.S.C. § 1052(d), based on a likelihood of confusion with several registered marks for robot-related goods (e.g., FETCH, FETCH ROBOTICS, FIND, FIND Y, and FIND Z). *See* March 12, 2025 Non-Final Office Action, TSDR at 2-6. That refusal was withdrawn in the Final Office Action. *See* July 15, 2025 Final Office Action, TSDR at 2. The only refusal remaining on appeal is the Section 2(e)(1) mere descriptiveness refusal.

Citations to the prosecution file are to the USPTO's TRADEMARK STATUS & DOCUMENT RETRIEVAL ("TSDR") system in .pdf format. Citations to the appeal record are to TTABVUE, the Board's online docketing system.

[3] After failing to timely respond to the Final Office Action, Applicant filed a Petition to Revive and Request for Reconsideration. *See* October 21, 2025 Petition to Revive. The petition was found deficient because the notice of appeal did not appear in the record. *See* December 15, 2025 Petition to Revive Deficiency Letter. Applicant responded with evidence that it had attempted to file the notice of appeal electronically but was unable to do so due to system errors, and subsequently filed the notice by mail. *See* December 19, 2025 Response to Petition to Revive Deficiency Letter. The petition was granted on January 15, 2026, and the application was revived. *See* January 15, 2026 Notice of Revival. The Examining Attorney then considered and denied Applicant's Request for Reconsideration, maintaining the Section 2(e)(1) refusal. *See* February 18, 2026 Denial of Request for Reconsideration.

of Section 2(e)(1) "if it immediately conveys information concerning a feature, quality, or characteristic of the goods … for which registration is sought." *In re N.C. Lottery*, 866 F.3d 1363, 1367 (Fed. Cir. 2017); *see also In re Chamber of Com. of the U.S.*, 675 F.3d 1297, 1300 (Fed. Cir. 2012). "A mark need not immediately convey an idea of each and every specific feature of the goods in order to be considered merely descriptive; it is enough if it describes one significant attribute, function or property of the goods." *In re Fat Boys Water Sports LLC*, No. 86490930, 2016 WL 3915986, at *2 (TTAB 2016) (citing *In re Gyulay*, 820 F.2d 1216, 1218 (Fed. Cir. 1987)).

Whether a mark is merely descriptive is "evaluated 'in relation to the particular goods for which registration is sought, the context in which it is being used, and the possible significance that the term would have to the average purchaser of the goods because of the manner of its use or intended use,'" *Chamber of Com.*, 675 F.3d at 1300 (quoting *In re Bayer AG*, 488 F.3d 960, 963-64 (Fed. Cir. 2007)), and "not in the abstract or on the basis of guesswork." *Fat Boys*, 2016 WL 3915986, at *2 (citing *In re Abcor Dev. Corp.*, 588 F.2d 811, 814 (CCPA 1978)). We ask "'whether someone who knows what the goods … are will understand the mark to convey information about them.'" *Real Foods Pty Ltd. v. Frito-Lay N. Am., Inc.*, 906 F.3d 965, 974 (Fed. Cir. 2018) (quoting *DuoProSS Meditech Corp. v. Inviro Med. Devices, Ltd.*, 695 F.3d 1247, 1254 (Fed. Cir. 2012) (internal quotation omitted)).

A mark is suggestive, rather than merely descriptive, if it "'requires imagination, thought and perception to reach a conclusion as to the nature of the goods[.]'" *Fat*

Boys, 2016 WL 3915986, at *5 (quoting *StonCor Grp., Inc. v. Specialty Coatings, Inc.*, 759 F.3d 1327, 1332 (Fed. Cir. 2014)).

We must "'consider the commercial impression of a mark as a whole … viewed through the eyes of a consumer." *Real Foods*, 906 F.3d at 974 (cleaned up, quoting *DuoProSS Meditech*, 695 F.3d at 1253) (emphasis in original omitted). "'Where a mark consists of multiple words, the mere combination of descriptive words does not necessarily create a non-descriptive word or phrase.'" *In re Zuma Array Ltd.*, No. 79288888, 2022 WL 3282655, at *4 (TTAB 2022) (quoting *In re Omniome, Inc.*, No. 87661190, 2019 WL 7596207, at *5 (TTAB 2019)). "[I]f each component retains its merely descriptive significance in relation to the goods …, the combination results in a composite that is itself merely descriptive." *Omniome*, 2019 WL 7596207, at *5. Only where the combination of merely descriptive terms creates a unitary mark, or a mark with a unique, incongruous, or otherwise nondescriptive meaning in relation to the goods is the mark registrable as suggestive. *Id.*

Evidence that a term is merely descriptive to the relevant purchasing public may be obtained from any competent source, such as dictionaries, newspapers, or surveys. *See Bayer*, 488 F.3d at 964; *In re Nett Designs, Inc.*, 236 F.3d 1339, 1341 (Fed. Cir. 2001). It also may be obtained from websites and publications, *see N.C. Lottery*, 866 F.3d at 1368, including an applicant's own materials, website, or news articles. *In re Promo Ink*, No. 76541018, 2006 WL 478994, at *2-3 (TTAB 2006) (examining attorney may introduce evidence that applicant's own literature supports descriptiveness of

term even though application was based on intent-to-use under Trademark Act Section 1(b)).

B. Analysis

We first consider the descriptive significance of each component term, then assess whether the composite creates a nondescriptive meaning, and finally address Applicant's remaining arguments against the refusal.

1. Each Component Term Is Merely Descriptive of the Goods

a. Dictionary Evidence

Applicant's identified goods are "self-driving robots for delivery." The Examining Attorney placed in the record dictionary definitions from THE MERRIAM-WEBSTER DICTIONARY, THE AMERICAN HERITAGE DICTIONARY, and COLLINS DICTIONARY. These definitions establish the following:

- "Find" means "to come upon by searching or effort"[4] or "to locate, attain, or obtain by search or effort."[5]
- "Fetch" means "to go or come after and bring or take back" or "to get and bring something."[6]
- "Transfer" means "to convey from one person, place, or situation to another" or "to move to a different place, region, or situation."[7]

[4] March 12, 2025 Nonfinal Office Action, TSDR at 91 (Merriam-Webster definition).

[5] February 18, 2026 Denial of Request for Reconsideration, TSDR at 17 (Collins definitions); *see also* February 18, 2026 Denial of Request for Reconsideration, TSDR at 7 (American Heritage definition).

[6] March 12 2025 Nonfinal Office Action, TSDR at 103 (Merriam-Webster definition); *see also* February 18, 2026 Denial of Request for Reconsideration, TSDR at 25, 32-33 (American Heritage and Collins definitions).

[7] March 12 2025 Nonfinal Office Action, TSDR at 113 (Merriam-Webster definition); *see also* February 18, 2026 Denial of Request for Reconsideration, TSDR at 40, 48-49 (American Heritage and Collins definitions).

Each of these terms describes a function or purpose of Applicant's self-driving delivery robots. As discussed below, the robots are designed to find (locate items or destinations), fetch (retrieve or bring items), and transfer (convey items from one place to another). These are not tangential or incidental features; they are the core functions that define the very purpose of delivery robots. "A proposed mark that describes the intended use or purpose of the goods with which it is used is merely descriptive." *Zuma Array*, 2022 WL 3282655, at *8. *See also In re Hunter Fan Co.*, No. 78195616, 2006 WL 479001, at *4 (TTAB 2006) (ERGONOMIC merely descriptive of ceiling fans); *In re Orleans Wines, Ltd.*, 1977 WL 22593, at *2 (TTAB 1977) (BREADSPRED merely descriptive of jams and jellies); *In re Clorox Co.*, 1977 WL 22562, at *2 (TTAB 1977) (ERASE merely descriptive of laundry soil and stain remover); TRADEMARK MANUAL OF EXAMINING PROCEDURE ("TMEP") § 1209.03(p) (May 2026) ("Terms that identify the function or purpose of a product or service may be merely descriptive under 15 U.S.C. §1052(e)(1)[.]").

Applicant challenges the dictionary evidence as "context-free," arguing that the definitions "do not demonstrate that the relevant purchasing public in the robotics or delivery market uses the phrase FIND - FETCH - TRANSFER as a direct descriptor" and are "overinclusive" because their breadth "underscore[s] the distance between the mark and the goods."[8] However, dictionary definitions are a recognized and standard source of evidence for establishing the meaning of terms in descriptiveness cases. *See, e.g.*, *Bayer*, 488 F.3d at 964. The definitions need not demonstrate

[8] Applicant's Br., 6 TTABVUE 9-10.

marketplace usage of the composite phrase; they need only establish the meaning of the component terms, which the Board then evaluates in relation to the identified goods. Here, the definitions establish that "find" means to locate, "fetch" means to retrieve, and "transfer" means to convey—meanings that, in the context of self-driving robots for delivery, plainly describe functions of the robots.

b. Applicant's Own Website

We find the evidence from Applicant's own website to be particularly compelling. The record includes screenshots from www.drobot.ai, which state:

> Our robots are able to operate in tight, cluttered and dynamic environments, such as Manufacturing job shops, where they will **find, fetch, and transfer things**, not just in a pre-scheduled manner, but also responding to ad hoc requests by shopfloor Operators and Technicians. Our robots don't just navigate between fixed workstations, but also **fetch and transfer** directly between people who may be moving around the plant.[9]

This language is unambiguous. Applicant uses the exact terms "find, fetch, and transfer" in ordinary prose to describe the functions its robots perform. An applicant's own promotional materials are highly probative of how the relevant purchasing public would perceive the mark. *See In re Fallon*, No. 86882668, 2020 WL 6255423, at *12 (TTAB 2020) ("the text used on [Applicant's] website is the most compelling evidence of the mere descriptiveness of Applicant's proposed mark"); *In re Mecca Grade Growers, LLC*, No. 86358219, 2018 WL 1314995, at *11 (TTAB 2018) (quoting *In re Gould Paper Corp.*, 834 F.2d 1017, 1019 (Fed. Cir. 1987)) ("an applicant's own

[9] March 12, 2025 Nonfinal Office Action, TSDR at 122-123 (emphasis added).

website or marketing materials may be probative, or even, … 'the most damaging evidence,' in indicating how the relevant public perceives a term").

Applicant argues that "ordinary promotional prose may use the words in a mark descriptively without thereby proving that the mark itself is merely descriptive," contending that trademark law "routinely distinguishes between a mark's appearance as source-indicating matter and its reuse in explanatory text."[10] Applicant cites no authority for this proposition, and we are not persuaded by it on this record. The website uses the exact wording of the proposed mark—"find, fetch, and transfer"—in a sentence whose sole purpose is to tell consumers what the robots do. This is not a case of incidental reuse in an unrelated context; the proposed mark and the product description are one and the same. That Applicant uses the exact wording of its proposed mark—without quotation marks, capitalization, or other source-indicating formatting—in ordinary descriptive prose demonstrates that the phrase naturally functions as a description of the goods' capabilities, not as a source identifier. *See Fallon*, 2020 WL 6255423, at *12.

c. Third-Party Evidence

The record also includes third-party evidence that corroborates the descriptive significance of the component terms. The Examining Attorney made of record materials from MIT, IEEE Spectrum, Robots Guide, AutoStore, Fanuc, and AGV Network showing that the terms "find," "fetch," and "transfer" are commonly used in the robotics and warehouse automation industries to describe functions of robots—

[10] Applicant's Br., 6 TTABVUE 8.

specifically, locating items, retrieving them, and moving them from one place to another.[11] This evidence demonstrates that the relevant purchasing public—businesses and professionals seeking delivery robots and automation solutions—is accustomed to encountering these very terms used descriptively in connection with robot functionality.

Applicant contends that this evidence is insufficient because it shows only that the individual terms "find," "fetch," and "transfer" appear separately in robotics-related writing—not that the composite phrase FIND - FETCH - TRANSFER is used as a product descriptor or industry term.[12] This contention misunderstands the role of third-party evidence in the descriptiveness analysis. Evidence of third-party use of the exact composite phrase is not required to establish that a multi-word mark is merely descriptive. Rather, where the individual components each retain their descriptive significance in relation to the goods, the third-party evidence serves to corroborate that the relevant purchasing public encounters these terms in connection with the very functions described by the mark. *See In re Nursecon, LLC*, No. 88052194, 2024 WL 5265079, at *11 (TTAB 2024) (NURSECON merely descriptive based on evidence that individual components retained descriptive meaning despite no third-party using exact composite). The third-party evidence here confirms that consumers in the robotics and delivery automation space understand "find," "fetch," and "transfer" as describing robot functions.

[11] February 18, 2026 Denial of Request for Reconsideration, TSDR at 60-83, 95-151.

[12] Applicant's Br., 6 TTABVUE 10.

d. Applicant's Prosecution Arguments

Perhaps the most revealing evidence of how the relevant public would understand Applicant's proposed mark comes from Applicant's own arguments. In its June 11, 2025 Response to Office Action addressing the Examining Attorney's Section 2(d) likelihood-of-confusion refusal, Applicant urged that its mark conveys a different meaning than the cited marks FETCH, FETCH ROBOTICS, FIND, FIND Y, and FIND Z. In doing so, Applicant repeatedly acknowledged—and indeed embraced—the descriptive significance of each component term and of the composite phrase as applied to the identified goods. *See Robinson v. Hot Grabba Leaf, LLC*, No. 92060394, 2019 WL 1915759, at *9 (TTAB 2019) ("We view the combination of Petitioner's statements in his File Declaration, taken together with the statements in his brief, as admissions that the term 'grabba' is currently viewed by the relevant public as, at a minimum, immediately conveying information about an ingredient or characteristic of tobacco, or tobacco products, including cigar wraps."). For example, Applicant stated:

- "[T]he term '**FIND'** in the applicant's mark introduces a unique element that **emphasizes the process of locating or identifying items** before they are delivered."[13]
- "**'FIND' implies the action of locating or discovering something**, which is **particularly relevant** in the context of self-driving robots for delivery."[14]

[13] June 11, 2025 Response to Office Action, TSDR at 39 (emphasis added).

[14] *Id.* 45 (emphasis added).

- "[T]he term '**FETCH'** is **commonly used** in various industries, particularly in technology and service sectors, **to describe actions related to retrieving or obtaining information or items**."[15]

- "[T]he inclusion of '**FETCH'** implies not only **the act of finding** but also **the subsequent action of retrieving or bringing the item to a specific location**. This adds a layer of meaning that is **directly relevant to the applicant's goods**—self-driving robots for delivery—where **the process involves locating an item, retrieving it, and delivering it to a destination.**"[16]

- "[T]he phrase '**TRANSFER'** in the applicant's mark further differentiates its meaning by **indicating the act of moving or conveying items from one location to another.**"[17]

- "[T]he applicant's mark conveys a comprehensive process involving **three distinct actions: finding, fetching, and transferring**. … **Consumers** encountering 'FIND - FETCH - TRANSFER' **are likely to perceive a service that not only retrieves items but also identifies and transfers them**, emphasizing a seamless and efficient delivery experience."[18]

- "[T]he applicant's mark comprises three distinct action-oriented verbs: 'FIND,' 'FETCH,' and 'TRANSFER.' **Each of these terms conveys a specific function** related to the **operation of self-driving robots for delivery**. '**FIND'** suggests the **ability to locate items**, '**FETCH'** implies **retrieving those items**, and '**TRANSFER'** indicates **the act of delivering them to a designated location.**"[19]

- "[T]he **combination of 'FIND - FETCH - TRANSFER' creates** a cohesive and **descriptive phrase** that **clearly communicates the functionality and purpose of the applicant's goods**."[20]

We recognize that these statements were made in a different context—to distinguish Applicant's mark from cited registrations under the likelihood-of-

[15] *Id.* at 49-50 (emphasis added).

[16] *Id.* at 73-74 (emphasis added).

[17] *Id.* at 40 (emphasis added).

[18] *Id.* at 46 (emphasis added).

[19] *Id.* at 62 (emphasis added).

[20] *Id.* at 74 (emphasis added).

confusion analysis. Nonetheless, they are Applicant's own characterizations of what the mark means in connection with the identified goods. Applicant cannot credibly maintain that the mark's component terms each "convey a specific function related to the operation of self-driving robots for delivery" and that together they create "a cohesive and descriptive phrase that clearly communicates the functionality and purpose of the applicant's goods," while simultaneously contending that the mark is not merely descriptive of those same goods. These concessions independently confirm what the dictionary definitions and website evidence establish: a consumer who knows the goods are self-driving delivery robots will immediately understand FIND - FETCH - TRANSFER to describe core functions those robots are designed to perform.

2. The Composite Mark Does Not Create a Non-Descriptive Meaning

Having found that each individual component is merely descriptive in relation to the identified goods, we now consider whether FIND - FETCH - TRANSFER, viewed as a whole, creates a unitary mark with a unique, incongruous, or otherwise nondescriptive meaning. *See Omniome*, 2019 WL 7596207, at *5. It does not.

The combination of FIND, FETCH, and TRANSFER yields no new or incongruous meaning when considered in connection with Applicant's goods. Rather, the composite phrase merely enumerates, in sequence, three functions that Applicant's self-driving delivery robots are designed to perform: locating items, retrieving them, and conveying them to their destination. A consumer who knows the goods are self-driving robots for delivery will immediately understand the phrase as describing

what the robots do—they find, fetch, and transfer. Nothing about this sequential listing requires imagination, thought, or perception to connect the phrase to the goods. Indeed, Applicant itself characterized the phrase as conveying "a clear narrative of the delivery journey, from locating an item to retrieving and transferring it"[21] and as "a sequence of actions that are integral to the functionality of self-driving robots."[22] That is the very definition of mere descriptiveness, not suggestiveness. *See, e.g.*, *DuoProSS Meditech*, 695 F.3d at 1255 (SNAP SIMPLY SAFER merely descriptive for medical devices); *Fallon*, 2020 WL 6255423, at *14 (THERMAL MATRIX merely descriptive of a heat-responsive, malleable liner for oral dental appliances); *Zuma Array*, 2022 WL 3282655, at *9 (SMART BEZEL merely descriptive of electronic devices).

3. Applicant's Remaining Arguments Are Unpersuasive

We have given full consideration to Applicant's arguments against the descriptiveness refusal. For the reasons discussed below, none of Applicant's remaining arguments are persuasive.

a. The Mark Immediately Conveys Information to the Relevant Consumer

Applicant's central argument takes several forms but reduces to a single contention: that FIND - FETCH - TRANSFER does not immediately convey descriptive information about the goods, and instead requires imagination, inference, or interpretation. Specifically, Applicant argues that (1) a consumer would need to

[21] June 11, 2025 Response to Office Action, TSDR at 40.

[22] *Id.* at 68.

engage in a "multi-step inferential process"—interpreting the words as verbs, placing them in a robotic context, inferring an autonomous workflow, and only then associating the sequence with delivery robots;[23] (2) because "find," "fetch," and "transfer" each have multiple dictionary definitions—some unrelated to robotics—"a consumer must still determine which meaning, if any, is intended in the mark's context";[24] and (3) the mark merely "hints at what the goods may be instructed to do in a conceptual sequence" rather than describing actual functions, and marks that "point to an intended use, desirable result, or mental image rather than immediately describing the goods themselves" are suggestive.[25]

Each variant of this argument misapprehends the legal standard. The proper inquiry is not whether someone viewing only the mark, without knowledge of the goods, could guess their nature. Rather, it is "whether someone who knows what the goods … are will understand the mark to convey information about them." *DuoProSS Meditech*, 695 F.3d at 1254.

A consumer who already knows the goods are self-driving robots for delivery does not need to "place the words in a robotics context"—the consumer is already in that context. Nor does such a consumer need to "infer" an autonomous workflow or choose among competing definitions—the consumer already knows the robots are designed for delivery, and in that context the meanings of "find," "fetch," and "transfer" are not ambiguous. They plainly refer to locating, retrieving, and conveying items—the very

[23] Applicant's Br., 6 TTABVUE 5.

[24] *Id.* at 9-10.

[25] *Id.* at 10-11.

functions of delivery robots. To such a consumer, FIND - FETCH - TRANSFER immediately and unmistakably describes what the robots are intended to do.

That the individual words may have other meanings in other contexts does not change this conclusion. "'[S]o long as any one of the meanings of a term is descriptive, the term may be considered to be merely descriptive.'" *In re Mueller Sports Med., Inc.*, No. 87209946, 2018 WL 2277503, at *6 (TTAB 2018) (quoting *In re Chopper Indus.*, 1984 WL 63033, at *2 (TTAB 1984)); *see also In re NextGen Mgmt., LLC*, No. 88098031, 2023 WL 111145, at *3 (TTAB 2023) ("That a term may have other meanings in different contexts is not controlling on the question of descriptiveness."). The existence of alternative meanings for "fetch" (e.g., retrieving a ball, downloading a file) or "transfer" (e.g., conveying ownership, moving data), for example, does not create ambiguity in the context of delivery robots.

Nor is there merit to Applicant's contention that the mark describes only "imagined" functions.[26] The identification of goods is "self-driving robots for delivery." The identification is broad enough to include delivery robots that find, fetch, and transfer things, and Applicant's website specifically states that the robots "will find, fetch, and transfer things."[27] The functions described by the mark are not speculative—they are precisely the functions Applicant identifies as the purpose of its goods. As Applicant itself stated in its June 11, 2025 office action response, "[e]ach of these terms ['FIND,' 'FETCH,' and 'TRANSFER'] conveys a specific function

[26] Applicant's Br., 6 TTABVUE 4.

[27] March 12, 2025 Nonfinal Office Action, TSDR at 123.

related to the operation of self-driving robots for delivery."[28] A mark that describes the intended purpose or function of goods is merely descriptive regardless of whether those functions are characterized as "inherent" attributes or "intended" uses. *See Zuma Array*, 2022 WL 3282655, at *8; *Hunter Fan*, 2006 WL 479001, at *4; *Orleans Wines, Ltd.*, 1977 WL 22593, at *2; *Clorox*, 1977 WL 22562, at *2.

Applicant frames this argument in yet another way, characterizing FIND - FETCH - TRANSFER as a "workflow concept" or "conceptual sequence" and contending that it is suggestive because it does not describe "an inherent physical attribute, a concrete engineering feature, or a recognized category of machine" but rather "evokes a process: discover an item, retrieve it, then move it."[29] But Section 2(e)(1) draws no distinction between marks that describe physical attributes and marks that describe operational functions. A mark that describes the sequential operations a product performs is merely descriptive of that product's function. *See Fallon*, 2020 WL 6255423, at *14 (THERMAL MATRIX described an operational property of the dental appliance—its heat responsiveness—not its physical appearance). That the description takes the form of a sequence (find, then fetch, then transfer) rather than a single adjective does not transform it from descriptive to suggestive. A consumer who knows the goods are delivery robots immediately understands the phrase to describe a functional sequence those robots perform—not an abstract concept requiring imaginative interpretation.

[28] June 11, 2025 Response to Office Action, TSDR at 62.

[29] Applicant's Br., 6 TTABVUE 10-11.

Simply put, no imaginative leap is required. The words say exactly what the robots do, using precisely the same terminology that Applicant used during prosecution and uses on its own website.

b. The Mark Need Not Describe Every Feature of the Goods

Applicant argues that FIND - FETCH - TRANSFER does not describe a "significant" feature of the goods because it does not identify "autonomy, mobility, navigation, control systems, sensors, software, delivery interfaces, obstacle avoidance, localization, and path planning" or "tell the purchaser what kind of robot this is, what technology it uses, how it operates, or what specific function distinguishes it from other robots."[30] This argument reflects an unduly narrow view of Section 2(e)(1).

"A mark may be merely descriptive even if it does not describe the 'full scope and extent' of the applicant's goods or services." *See In re Oppedahl & Larson LLP*, 373 F.3d 1171, 1173 (Fed. Cir. 2004). It is enough if a mark describes only one significant function, attribute, or property. *Fat Boys*, 2016 WL 3915986, at *2. Here, the proposed mark describes what the robots are designed to do—find, fetch, and transfer items—which are significant functions and the stated purpose of the goods. That the mark does not additionally describe the robots' physical dimensions, navigation technology, or other characteristics is irrelevant.

[30] Applicant's Br., 6 TTABVUE 5-6.

c. Hyphens and Slogan-Like Structure Do Not Negate Descriptiveness

Applicant argues that the hyphenated, triadic construction gives the mark a slogan-like quality that renders it inherently distinctive.[31] However, slogans can be merely descriptive if they convey information about the goods rather than functioning merely as source identifiers. *See, e.g.*, *Nett Designs*, 236 F.3d at 1342 (the slogan THE ULTIMATE BIKE RACK is "a laudatory descriptive phrase that touts the superiority of Nett Designs' bike racks"); *In re Boston Beer Co., L.P.*, 198 F.3d 1370, 1373-74 (Fed. Cir. 1999) (the slogan THE BEST BEER IN AMERICA for beer is "a common, laudatory advertising phrase which is merely descriptive of Boston Beer's goods"). Moreover, adding punctuation to descriptive terms does not ordinarily transform them into nondescriptive ones. *See, e.g.*, *In re Vanilla Gorilla, L.P.*, No. 76561135, 2006 WL 1968609, at *5 (TTAB 2006) (presence of a hyphen in the mark "3-0's" did not negate mere descriptiveness of mark for automobile wheel rims); *In re S.D. Fabrics, Inc.*, 1984 WL 62805, at *2 (presence of a slash in the mark DESIGNERS/FABRIC did not negate mere descriptiveness of mark for retail store services in field of fabrics); *see also* TMEP § 1209.03(u) ("The use of a common punctuation mark is not sufficient to negate the mere descriptiveness of a term.").

The hyphens separating FIND, FETCH, and TRANSFER do not alter the descriptive meaning of the individual terms or the composite. Whether presented as "FIND - FETCH - TRANSFER," "FIND FETCH TRANSFER," or "find, fetch, and

[31] Applicant's Br., 6 TTABVUE 7-9.

transfer," the phrase communicates the same thing to consumers: the robots' intended functions.

d. A Mark Need Not Be a Recognized Industry Phrase to Be Merely Descriptive

Applicant contends that FIND - FETCH - TRANSFER is not a recognized "term of art" in the robotics or autonomous delivery industry and that the "absence of recognized descriptive usage is powerful evidence that the phrase does not immediately communicate product information."[32] However, it is not necessary for a word or phrase to be an industry term of art to be merely descriptive. The relevant inquiry is whether the mark describes a feature, characteristic, purpose, or function of the goods—not whether it has been previously adopted as industry jargon or used by competitors in the identical form. That an applicant may be the first or only entity to combine particular words into a specific phrase does not preclude a finding of descriptiveness where the combination clearly communicates information about the goods. *See Robinson*, 2019 WL 1915759, at *9 ("Whether Petitioner was the first user of the term is irrelevant since we evaluate the question of whether a term is merely descriptive as of the time of trial."); *In re Sun Microsystems, Inc.*, No. 75430946, 2001 WL 461279, at *4 (TTAB 2001) ("[T]he fact that applicant may be the first and/or only entity using the phrase AGENTBEANS is not dispositive where, as here, the term unequivocally projects a merely descriptive connotation."); *In re Acuson*, No. 426945, 1985 WL 72021, at *2 (TTAB 1985) ("A descriptive term used first or even only by an

[32] Applicant's Br., 6 TTABVUE 12-13.

applicant is not registrable as long as the relevant purchasing public perceives … the term as describing the goods.").

Here, the evidence establishes that each component term is commonly used in the robotics and automation industries to describe the very functions Applicant's robots perform, and Applicant itself uses the identical wording descriptively on its website. Under these circumstances, the absence of prior third-party use of the exact composite phrase FIND - FETCH - TRANSFER does not render the mark suggestive.

e. The Examining Attorney's Theory Does Not Sweep Too Broadly

Finally, Applicant raises a policy concern, arguing that if the refusal is affirmed, "any technology mark built from broad action verbs would become suspect whenever an examiner can say that the product might perform those actions," and that "Section 2(e)(1) should not be stretched to eliminate" suggestive branding in technology markets.[33] We disagree with Applicant's argument. There is no carve out in the law of descriptive marks for technology markets.

Our holding is limited to the specific facts before us: a mark composed of three verbs that directly and sequentially name the core functions of the identified goods, where the applicant's own promotional materials use the identical wording to describe those functions. We do not hold that any combination of common verbs is automatically descriptive for technology products. Rather, we find that this combination, applied to these goods, immediately communicates information about

[33] Applicant's Br., 6 TTABVUE 11.

the function of the goods without requiring imagination or interpretive effort. FIND - FETCH - TRANSFER, applied to self-driving robots for delivery, falls squarely on the descriptive side of that line—not because it is composed of common verbs, but because those verbs directly describe what the goods are designed to do.

II. Conclusion

We have carefully considered all of the arguments and evidence of record. The evidence establishes that Applicant's proposed mark FIND - FETCH - TRANSFER, when considered as a whole in relation to the identified goods, immediately conveys to consumers a significant function and purpose of those goods—namely, that the self-driving delivery robots are designed to find, fetch, and transfer items. The dictionary definitions, Applicant's own website, third-party industry usage, and Applicant's own characterizations of the mark during prosecution all point unambiguously to the same conclusion. As Applicant itself acknowledged, the phrase "creates a cohesive and descriptive phrase that clearly communicates the functionality and purpose of the applicant's goods."[34] Accordingly, the proposed mark is merely descriptive of the identified goods under Section 2(e)(1) of the Trademark Act.

Decision: The refusal to register Applicant's proposed mark is affirmed.

[34] June 11, 2025 Response to Office Action, TSDR at 74.