

Application number

0641759

Registration number

TMA375550

Type(s)

Word

Category

Certification Mark

CIPO Status

INACTIVE - PARTIAL
TRANSFER

TM5 status

OTHER



For the situation where the status is uncertain, unknown, or other than those previously identified.

Filed

1989-10-02

Registered Owner

Saab Aktiebolag
S-581 88 LINKOPING,
SWEDEN

Agent

FASKEN MARTINEAU
DUMOULIN LLP
333 BAY STREET, SUITE
2400
BAY ADELAIDE CENTRE,
BOX 20
TORONTO
ONTARIO M5H2T6

Documents

[View documents](#)

Index headings

SAAB

Services (Nice class & Statement)

Certification mark text (1) Repair, maintenance and servicing of Passenger Vehicles and the supply and installations of parts and accessories for such Passenger Vehicles.

1a) The services related to passenger cars, namely automobiles, sport utility vehicles, minivans, off-road vehicles, four-wheel drive vehicles, all-wheel drive vehicles, station wagons, estate wagons and all types of passenger cars, all which are less than approximately 3.5 metric tonnes total weight (i.e., the aggregate weight of the vehicle in normal fully operational condition, fuel, driver and estimated weight of the largest amount of cargo and passengers for which the vehicle is equipped) (hereinafter "Passenger Vehicle" or "Passenger Vehicles") shall be of high standard and quality and shall be performed by employees of a dealer (the "dealer") who have been properly trained and are competent in the performance of such Passenger Vehicle services. b) The dealer shall operate as an authorized dealer with the non-exclusive right to sell Passenger Vehicles and parts and accessories therefor manufactured by the applicant herein and to repair, maintain and service Passenger Vehicles and parts and accessories therefore. c) The said dealer will diligently and actively promote as part of the services the sale of Passenger Vehicle products and will establish and maintain, at its expense a suitable place or places of business, adequately staffed with competent and suitably qualified sales, service and parts personnel and in all respects satisfactory to the applicant or its agent. d) Such place or places of business shall include appropriate showroom, service, parts and accessories and used Passenger Vehicle facilities, all in a good condition, with clean, adequate, modern facilities for the convenience and comfort of customers. e) The said dealer shall permit representatives of the applicant or its agent to inspect its place or places of business at all reasonable times during business hours. f) The said dealer shall provide and continuously maintain and operate a garage supplied with all necessary machinery, tools and equipment and adequately manned with operating staff and skilled, licensed mechanics for servicing, repairing, adjusting, supplying, conditioning and reconditioning Passenger Vehicles at reasonable charges. g) The said dealer shall at all times maintain a stock of parts and accessories of an assortment and in a quality sufficient to supply the current demand for parts and accessories and in no event less than the requirements of the said dealer for the succeeding three month period. Such stock of parts and accessories shall be properly binned, labelled and indexed so that it may be handled in the most expeditious and efficient manner and shall maintain a continuous itemized check and records of all parts and accessories on hand. h) The said dealer shall at all times conform to the services and parts policies and practices as contained in all service and parts manuals, bulletins or

directives issues from time to time by the applicant or its agents. i) The said dealer will advise each purchaser of any "replacement part warranty" on the parts and accessories, if any, applicable thereto and will obtain such information from each such purchaser as may be necessary to administer such warranty. j) The said dealer will perform and carry out promptly and in a good and workmanlike manner in accordance with and subject to the applicable new Passenger Vehicle or replacement parts warranty, and to all service bulletins of the applicant or its agent issued from time to time, all work required to be done under each new Passenger Vehicle or replacement parts warranty, whether or not the Passenger Vehicle or parts and accessories were purchased originally from the dealer. k) The said dealer will perform properly and in a good and workmanlike manner all modifications required to Passenger Vehicles, parts and accessories pursuant to any general "factory recall" made by the applicant or its agent to remedy actual or potential design or manufacturing problems or to comply with safety, clean air or other governmental requirements or standards. l) The dealer shall cooperate with General Motors of Canada, Inc. which is the authorized agent of the applicant. 2 a) The services related to non-passenger cars, namely to all automobiles, sport utility vehicles, minivans, off-road vehicles, four-wheel drive vehicles, all-wheel drive vehicles, station wagons, estate wagons and all types of passenger cars, all which are greater than approximately 3.5 metric tonnes total weight (i.e., the aggregate weight of the vehicle in normal fully operational condition, fuel, driver and estimated weight of the largest amount of cargo and passengers for which the vehicle is equipped), aircraft and military vehicles (hereinafter "Non-Passenger Vehicle" or "Non-Passenger Vehicles") shall be of high standard and quality and shall be performed by employees of a dealer (the "dealer") who have been properly trained and are competent in the performance of such Non-Passenger Vehicle services. b) The dealer shall operate as an authorized dealer with the non-exclusive right to sell Non-Passenger Vehicles and parts and accessories therefor manufactured by the applicant herein and to repair, maintain and service Non-Passenger Vehicles and parts and accessories therefore. c) The said dealer will diligently and actively promote as part of the services the sale of Non-Passenger Vehicle products and will establish and maintain, at its expense a suitable place or places of business, adequately staffed with competent and suitably qualified sales, service and parts personnel and in all respects satisfactory to the applicant or its agent. d) Such place or places of business shall include appropriate showroom, service, parts and accessories and used Non-passenger Vehicle facilities, all in a good condition, with clean, adequate, modern facilities for the convenience and comfort of customers. e) The said dealer shall permit representatives of the applicant or its agent to inspect its place or places of business at all reasonable times during business hours. f) The said dealer shall provide and continuously maintain and operate a garage supplied with all necessary machinery, tools and equipment and adequately manned with operating staff and skilled, licensed mechanics for servicing, repairing, adjusting, supplying, conditioning and reconditioning Non-Passenger Vehicles at reasonable charges. g) The said dealer shall at all times maintain a stock of parts and accessories of an assortment and in a quality sufficient to supply the current demand for parts and accessories and in no event less than the requirements of the said dealer for the succeeding three month period. Such stock of parts and accessories shall be properly binned, labelled and indexed so that it may be handled in the most expeditious and efficient manner and shall maintain a continuous itemized check and records of all parts and accessories on hand. h) The said dealer shall at all times conform to the services and parts policies and practices as contained in all service and parts

manuals, bulletins or directives issues from time to time by the applicant or its agents. i) The said dealer will advise each purchaser of any "replacement part warranty" on the parts and accessories, if any, applicable thereto and will obtain such information from each such purchaser as may be necessary to administer such warranty. j) The said dealer will perform and carry out promptly and in a good and workmanlike manner in accordance with and subject to the applicable new Non-Passenger Vehicle or replacement parts warranty, and to all service bulletins of the applicant or its agent issued from time to time, all work required to be done under each new Non-Passenger Vehicle or replacement parts warranty, whether or not the Non-Passenger Vehicle or parts and accessories were purchased originally from the dealer. k) The said dealer will perform properly and in a good and workmanlike manner all modifications required to Non-Passenger Vehicles, parts and accessories pursuant to any general "factory recall" made by the applicant or its agent to remedy actual or potential design or manufacturing problems or to comply with safety, clean air or other governmental requirements or standards. l) The dealer shall cooperate with General Motors of Canada, INC. which is the authorized agent of the applicant.

Classification data

Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

Claims 37 - Building construction and repair
42 - Computer and scientific

Used in CANADA since at least as early as 1959

Recordals (known also as Footnotes)

CHANGE IN TITLE / CHANGEMENT EN TITRE:

TYPE OF CHANGE / GENRE DE CHANGEMENT: Name / Nom

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2002-02-06

DATE OF CHANGE / DATE DE CHANGEMENT: 1995-06-27

COMMENTS / COMMENTAIRES: FROM: SAAB-SCANIA AKTIEBOLAG,
TO: Saab Aktiebolag

Voir Preuve au dossier/See evidence on File No. 641759

AMENDMENT TO REGISTRATION / MODIFICATION A

L'ENREGISTREMENT:

TYPE OF AMENDMENT / GENRE DE MODIFICATION: Paragraph 41(1)
(c) - Amendment to Goods/Services / Alinéa 41(1)(c) - modification aux
produits/services

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2004-06-16

COMMENTS / COMMENTAIRES: To amend the wares and services:
see letter dated March 26, 2004

AMENDMENT TO REGISTRATION / MODIFICATION A

L'ENREGISTREMENT:

TYPE OF AMENDMENT / GENRE DE MODIFICATION: Clerical
correction (Amendment to registration) / Correction (Modification à
l'enregistrement)

DATE OF CHANGE / DATE DE CHANGEMENT: 2004-07-08

COMMENTS / COMMENTAIRES: To correct the certification text

CHANGE IN TITLE / CHANGEMENT EN TITRE:

TYPE OF CHANGE / GENRE DE CHANGEMENT: Partial Assignment /
Cession partielle

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2005-06-23

DATE OF CHANGE / DATE DE CHANGEMENT: 2004-03-16

COMMENTS / COMMENTAIRES: PAR SUITE DU TRANSFERT
PARTIEL, DOSSIER 641759 A ÉTÉ SÉPARÉ. UN NUMÉRO DE
DOSSIER INDIVIDUEL A ÉTÉ ASSIGNÉ À CHAQUE NOUVEAU
PROPRIÉTAIRE ET LE DOSSIER 641759 A ÉTÉ FERMÉ. LE DOSSIER
1262300 A ÉTÉ ASSIGNÉ À Saab Automobile AB, ET LE DOSSIER
1262301 A ÉTÉ ASSIGNÉ À Saab Aktiebolag. CE CHANGEMENT EST
ENTRÉ EN VIGUEUR LE 16 03 2004./ DUE TO PARTIAL
ASSIGNMENT 641759 HAS BEEN DIVIDED. EACH OWNER HAS
BEEN ASSIGNED A UNIQUE FILE NUMBER AND FILE 641759 HAS
BEEN CLOSED. FILE 1262300 HAS BEEN ASSIGNED TO Saab
Automobile AB, FILE 1262301 HAS BEEN ASSIGNED TO Saab
Aktiebolag. THIS CHANGE WAS EFFECTIVE 16 03 2004.

Action History

Action	Action date	Due date	Comments
Filed	1989-10-02		
Search Recorded	1990-01-22		
Advertised	1990-05-23		Vol.37 Issue 1856
Allowed	1990-07-20		
Allowance Notice Sent	1990-07-20	1991-01-21	
Registered	1990-11-09		
Agent Name Changed	2000-02-17		
Rep for Service Name Changed	2000-02-17		
Change of Title Registered	2002-02-06		Name / Voir Preuve au dossier/See evidence on File No. 641759
Amendment to Goods or Services	2004-06-16		
Clerical Correction	2004-07-08		To correct the certification text
Assignment Correspondence Created	2004-11-02	2005-05-02	
Extension of Time	2005-05-04	2005-11-02	Request Letter Date: 2005 /04/22
Transferred	2005-06-23		Transferred to new File Numbers: 1262300 1262301