

## Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

**SUPREME COURT OF THE UNITED STATES**

## Syllabus

**UNITED STATES PATENT AND TRADEMARK OFFICE  
ET AL. v. BOOKING.COM B. V.****CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR  
THE FOURTH CIRCUIT**

No. 19–46. Argued May 4, 2020—Decided June 30, 2020

A generic name—the name of a class of products or services—is ineligible for federal trademark registration. Respondent Booking.com, an enterprise that maintains a travel-reservation website by the same name, sought federal registration of marks including the term “Booking.com.” Concluding that “Booking.com” is a generic name for online hotel-reservation services, the U. S. Patent and Trademark Office (PTO) refused registration. Booking.com sought judicial review, and the District Court determined that “Booking.com”—unlike the term “booking” standing alone—is not generic. The Court of Appeals affirmed, finding no error in the District Court’s assessment of how consumers perceive the term “Booking.com.” The appellate court also rejected the PTO’s contention that, as a rule, combining a generic term like “booking” with “.com” yields a generic composite.

*Held:* A term styled “generic.com” is a generic name for a class of goods or services only if the term has that meaning to consumers. Pp. 6–14.

(a) Whether a compound term is generic turns on whether that term, taken as a whole, signifies to consumers a class of goods or services. The courts below determined, and the PTO no longer disputes, that consumers do not in fact perceive the term “Booking.com” that way. Because “Booking.com” is not a generic name to consumers, it is not generic. Pp. 6–7.

(b) Opposing that determination, the PTO urges a nearly *per se* rule: When a generic term is combined with a generic Internet-domain-name suffix like “.com,” the resulting combination is generic. The rule the PTO proffers is not borne out by the PTO’s own past practice and lacks support in trademark law or policy. Pp. 7–14.

(1) The PTO’s proposed rule does not follow from *Goodyear’s India*

## Syllabus

*Rubber Glove Mfg. Co. v. Goodyear Rubber Co.*, 128 U. S. 598. *Goodyear*, the PTO maintains, established that adding a generic corporate designation like “Company” to a generic term does not confer trademark eligibility. According to the PTO, adding “.com” to a generic term—like adding “Company”—can convey no source-identifying meaning. That premise is faulty, for only one entity can occupy a particular Internet domain name at a time, so a “generic.com” term could convey to consumers an association with a particular website. Moreover, an unyielding legal rule that entirely disregards consumer perception is incompatible with a bedrock principle of the Lanham Act: The generic (or nongeneric) character of a particular term depends on its meaning to consumers, *i.e.*, do consumers in fact perceive the term as the name of a class or, instead, as a term capable of distinguishing among members of the class. Pp. 8–11.

(2) The PTO’s policy concerns do not support a categorical rule against registration of “generic.com” terms. The PTO asserts that trademark protection for “Booking.com” would give the mark owner undue control over similar language that others should remain free to use. That concern attends any descriptive mark. Guarding against the anticompetitive effects the PTO identifies, several doctrines ensure that registration of “Booking.com” would not yield its holder a monopoly on the term “booking.” The PTO also doubts that owners of “generic.com” brands need trademark protection in addition to existing competitive advantages. Such advantages, however, do not inevitably disqualify a mark from federal registration. Finally, the PTO urges that Booking.com could seek remedies outside trademark law, but there is no basis to deny Booking.com the same benefits Congress accorded other marks qualifying as nongeneric. Pp. 11–14.

915 F. 3d 171, affirmed.

GINSBURG, J., delivered the opinion of the Court, in which ROBERTS, C. J., and THOMAS, ALITO, SOTOMAYOR, KAGAN, GORSUCH, and KAVANAUGH, JJ., joined. SOTOMAYOR, J., filed a concurring opinion. BREYER, J., filed a dissenting opinion.