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Splinter Group Prohibited From Using Similar Church Name

Are church denominational terms such as “Methodist,” “Baptist,” and “Seventh-Day Adventist” generic terms that can be used by any religious group to refer to itself? Or are such terms intellectual property that can be owned—and thereby available for exclusive use—solely by one specific church body? The answer depends on how the term is used and protected by the organization that first adopts the term.

Fortunately for the Seventh-Day Adventist Church, which had registered the name SEVENTH-DAY ADVENTIST as a trademark, a court recently determined that the name was protectable and prohibited a small splinter group from using a similar name. This case highlights the importance of trademark protection by churches, church networks, and other similar organizations.

The General Conference Corporation of Seventh-Day Adventists (“SDA”), the legal corporate body of the Seventh-Day Adventist Church, had been using the name “Seventh-Day Adventist” since its formation in 1863. SDA registered the names ADVENTIST and SEVENTH-DAY ADVENTIST as trademarks with the U.S. Patent & Trademark Office in 1981. The church’s foresight proved invaluable when, after a theological dispute, former SDA church member Walter McGill founded his own church with three members under the name, “A Creation Seventh Day & Adventist Church.” Fearing the splinter group’s name would damage the Seventh-Day Adventist Church’s goodwill and reputation, the SDA issued a demand for McGill to stop using the name. When McGill, who claimed he received the name by divine inspiration, refused, the SDA filed suit for trademark infringement.

McGill argued among other things that the terms ADVENTIST and SEVENTH-DAY ADVENTIST were generic terms referring to a type of religious beliefs, rather than to a specific organization. Citing dictionary definitions of the word “Adventist,” the Tennessee district court found that it could be generic and not protectable for exclusive use by a single organization. The court, however, held in favor of the SDA as to the term SEVENTH-DAY ADVENTIST, finding that the SDA had adequately used and protected it as its own trademark.

McGill appealed the decision, arguing among other things that SEVENTH-DAY ADVENTIST is also a generic term. In August 2010, the Sixth Circuit Court of Appeals upheld the district court’s decision and compelled McGill to cease using his confusingly similar name. Key to this decision was the fact that the SDA had exclusively used the name since its founding and thus was able to enforce the registered name as a trademark.

This Seventh-Day Adventist dispute highlights the need for organizations, including churches, to protect the goodwill in their names and logos. If the SDA had not maintained exclusive use of the SEVENTH-DAY ADVENTIST name and registered it as a trademark, the SDA could have lost its ability to prevent the splinter group from using a confusingly similar name. When trademarks are inadequately protected, dissenting individuals or third parties can create splinter or protest groups using similar names that might tarnish or cause confusion with an existing organization. Trademark protection is therefore a crucial step in protecting the doctrinal and organizational integrity of a church, church network, or other similar group.

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