

Attachment 2

.Brand TLD Designation Application

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Alibaba Group Holding Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ALIPAY TLD (the "Registry Agreement"), hereby applies for .ALIPAY TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Because this application is submitted to ICANN after the delegation of the TLD to nameservers designated by the Registry Operator into the root- zone, Registry Operator represents to ICANN that all domain names that are registered in the TLD are registered to and maintained in compliance with the requirements of the .Brand TLD definition.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to [REDACTED], Senior Legal Counsel, Head of Soft IP, at [REDACTED].

Submitted by: [REDACTED]
Position: Senior Legal Counsel, Head of Soft IP
Date: 23 August 2019
Email: [REDACTED].

Please be advised that by submitting your personal data in the .Brand TLD Designation Application, you agree that your personal data will be processed in accordance with the ICANN [Privacy Policy](#) and the website [Terms of Service](#).

Exhibit A

Trademark Registration

[to be attached by Registry Operator]

United States of America

United States Patent and Trademark Office

ALIPAY

Reg. No. 3,761,346 ALIBABA GROUP HOLDING LIMITED (CAYMAN ISLANDS CORPORATION)
Registered Mar. 16, 2010 FOURTH FLOOR, ONE CAPITAL PLACE
P.O. BOX 847
GRAND CAYMAN, CAYMAN ISLANDS

**Int. Cls.: 9, 35, 36, 38, 39
and 42**

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

FOR: SOFTWARE FOR PROCESSING ELECTRONIC PAYMENTS TO AND FROM OTHERS; AUTHENTICATION SOFTWARE FOR AUTHENTICATING THE IDENTITY OF A PAYER; RECORDED COMPUTER PROGRAMS FOR PROCESSING ELECTRONIC PAYMENTS AND/OR AUTHENTICATING THE IDENTITY OF A PAYER; RECORDED COMPUTER SOFTWARE FOR PROCESSING ELECTRONIC PAYMENTS AND/OR AUTHENTICATING THE IDENTITY OF A PAYER; COMPUTERS; COMPUTER PERIPHERALS; DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF MAGAZINES, ARTICLES, BROCHURES, LEAFLETS AND DATASHEETS CONTAINING INFORMATION OR INSTRUCTIONS IN THE FIELD OF ELECTRONIC PAYMENTS, PRE-RECORDED AUDIO TAPES, CD-ROMS, DISCS AND VIDEO TAPES IN THE FIELD OF ELECTRONIC PAYMENTS; COMPUTER SOFTWARE FOR USE IN THE SEARCH AND RETRIEVAL OF COMPUTERIZED INFORMATION ON HOBBIES, COLLECTIBLES, AUCTIONS AND PRODUCTS ACCESSED FROM GLOBAL INFORMATION NETWORKS AND NETWORK SYSTEMS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).



David J. Kappas

Director of the United States Patent and Trademark Office

FOR: BUSINESS ADVISORY SERVICES RELATING TO FACILITATING THE TRANSACTION OF BUSINESS VIA LOCAL AND GLOBAL COMPUTER NETWORKS; PROVIDING COMPUTERIZED ONLINE ORDERING SERVICES FEATURING GENERAL CONSUMER MERCHANDISE AND INDUSTRIAL PRODUCTS; ADVERTISING SERVICES, NAMELY, PROMOTING THE GOODS AND SERVICES OF OTHERS VIA LOCAL AND GLOBAL COMPUTER NETWORKS; INTERNATIONAL IMPORT AND EXPORT AGENCY SERVICES; RENTAL OF ADVERTISING SPACE ON COMMUNICATION MEDIA; DIRECT MARKETING ADVERTISING SERVICES FOR OTHERS; MARKET RESEARCH AND CONSULTING SERVICES FOR OTHERS; ONLINE TRADING SERVICES IN WHICH SELLERS POST PRODUCTS TO BE SOLD AND PURCHASES ARE MADE VIA THE INTERNET AND PROVIDING ONLINE BUSINESS EVALUATION RELATING THERETO; COMPUTER SERVICES, NAMELY, PROVIDING AN ONLINE COMPUTER DATABASE IN THE FIELD OF SHOPPING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FOR: CLEARING AND RECONCILING FINANCIAL TRANSACTIONS VIA A GLOBAL COMPUTER NETWORK; ONLINE BANKING SERVICES AND FINANCIAL SERVICES, NAMELY, CREDIT CARD OR/AND DEBIT CARD PROCESSING SERVICES, AND TRANS-

Reg. No. 3,761,346 MISSION AND PROCESSING OF BILLS AND PAYMENTS THEREOF, CONDUCTED VIA A GLOBAL COMPUTER NETWORK; ELECTRONIC FUNDS TRANSFER SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FOR: PROVIDING ELECTRONIC MAIL AND ELECTRONIC MAIL FORWARDING SERVICES; PROVIDING ACCESS TO WEBSITES ON THE INTERNET BY WHICH THIRD PARTIES CAN OFFER GOODS AND SERVICES, PLACE AND FULFILL ORDERS, ENTER INTO CONTRACTS AND TRANSACT BUSINESS; PROVIDING ONLINE COMMUNICATION LINKS WHICH TRANSFER THE WEBSITE USER TO OTHER LOCAL AND GLOBAL WEBPAGES TO FACILITATE E-COMMERCE AND REAL WORLD BUSINESS TRANSACTIONS; PROVIDING ONLINE ELECTRONIC BULLETIN BOARDS FOR TRANSMISSION OF MESSAGES AMONG COMPUTER USERS CONCERNING PRODUCTS, SERVICES AND BUSINESS OPPORTUNITIES; ELECTRONIC MESSAGE SENDING; COMPUTER AIDED ELECTRONIC TRANSMISSION OF MESSAGES AND IMAGES TELECOMMUNICATIONS SERVICES, NAMELY, PROVIDING TELEPHONE COMMUNICATION AND INTERNET TELEPHONY SERVICES; ELECTRONIC TRANSMISSION OF DATA AND INFORMATION VIA ELECTRONIC COMMUNICATIONS NETWORKS; INFORMATION, ADVISORY AND CONSULTANCY SERVICES RELATING TO ALL THE AFORESAID SERVICES, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FOR: STORAGE OF ELECTRONIC DATA AND DOCUMENTS, IN CLASS 39 (U.S. CLS. 100 AND 105).

FOR: COMPUTER SERVICES, NAMELY, CREATING, MAINTAINING AND HOSTING WEBSITES FOR OTHERS; HOSTING OF DIGITAL CONTENT FOR OTHERS ON THE INTERNET; COMPUTER PROGRAMMING FOR OTHERS; DESIGN AND DEVELOPMENT OF ONLINE COMPUTER SYSTEM SOFTWARE; COMPUTER SOFTWARE DESIGN FOR OTHERS; COMPUTER SYSTEM DESIGN FOR OTHERS; DESIGN AND DEVELOPMENT OF COMPUTER SOFTWARE AND HARDWARE; DESIGN AND DEVELOPMENT OF WEB PAGES; HOSTING WEBPAGES FOR OTHERS; INFORMATION, ADVISORY AND CONSULTANCY SERVICES RELATING TO ALL THE AFORESAID SERVICES; APPLICATION SERVICES PROVIDER FEATURING SOFTWARE IN THE FIELD OF ELECTRONIC CALENDAR, ADDRESS BOOK AND NOTES FEATURE, IN CLASS 42 (U.S. CLS. 100 AND 101).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF TAIWAN REG. NO. 1178696, DATED 10-16-2005, EXPIRES 10-15-2015.

OWNER OF TAIWAN REG. NO. 1167652, DATED 8-1-2005, EXPIRES 7-31-2015.

OWNER OF TAIWAN REG. NO. 1178520, DATED 10-16-2005, EXPIRES 10-15-2015.

OWNER OF TAIWAN REG. NO. 1176367, DATED 10-1-2005, EXPIRES 9-30-2015.

OWNER OF TAIWAN REG. NO. 1178345, DATED 10-16-2005, EXPIRES 10-15-2015.

SER. NO. 78-537,541, FILED 12-23-2004.

WON TEAK OH, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §1058. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must also timely file the Declarations of Use (or Excusable Nonuse) referenced above at the USPTO based on the U.S. registration date (not the international registration date). However, the grace periods for these registrations are different, as is the time period for filing the declarations of use due every ten years after the registration date. The declarations due every ten years must be filed within six months before expiration of the ten-year period. In addition, there is no grace period for the declaration due between the 5th and 6th years after the registration date, and there is a three-month grace period for the declarations due every ten years. See 15 U.S.C. §1141k. Further, owners of these registrations do not file renewal applications at the USPTO, but instead must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. You can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

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Mark: AL PAY

ALIPAY

US Serial Number: 78537541

Application Filing Date: Dec 23 2004

US Registration Number: 3761346

Registration Date: Mar 16 2010

Register: Principal

Mark Type: Trademark Service Mark

Status: A Section 8 declaration has been accepted

Status Date: Nov 30 2016

Publication Date: Dec 29 2009

Mark Information

Mark Literal Elements: AL PAY

Standard Character Claim: Yes The mark consists of standard characters without claim to any particular font style size or color

Mark Drawing Type: 4 STANDARD CHARACTER MARK

Foreign Information

Foreign Registration Number: 1178345

Foreign Registration Date: Oct 16 2005

Application/Registration Country: Foreign TA WAN

Foreign Expiration Date: Oct 15 2015

Foreign Registration Number: 1176367

Foreign Registration Date: Oct 01 2005

Application/Registration Country: Foreign TA WAN

Foreign Expiration Date: Sep 30 2015

Foreign Registration Number: 1178520

Foreign Registration Date: Oct 16 2005

Application/Registration Country: Foreign TA WAN

Foreign Expiration Date: Oct 15 2015

Foreign Registration Number: 1167652

Foreign Registration Date: Aug 01 2005

Application/Registration Country: Foreign TA WAN

Foreign Expiration Date: Jul 31 2015

Foreign Registration Number: 1178696

Foreign Registration Date: Oct 16 2005

Foreign TA WAN
Application/Registration
Country:

Foreign Expiration Oct 15 2015
Date:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks * * identify additional (new) wording in the goods/services

For: Software for processing electronic payments to and from others; authentication software for authenticating the identity of a payer; recorded computer programs for processing electronic payments and/or authenticating the identity of a payer; recorded computer software for processing electronic payments and/or authenticating the identity of a payer; [computers;] computer peripherals; downloadable electronic publications in the nature of magazines articles brochures leaflets and datasheets containing information or instructions in the field of electronic payments [pre recorded audio tapes CD ROMs discs and video tapes in the field of electronic payments;] computer software for use in the search and retrieval of computerized information on hobbies collectibles auctions and products accessed from global information networks and network systems

International 009 Primary Class
Class(es):

U.S Class(es): 021 023 026 036 038

Class Status: ACT VE

Basis: 44(e)

For: Business advisory services relating to facilitating the transaction of business via local and global computer networks; providing computerized online ordering services featuring general consumer merchandise and industrial products; advertising services namely promoting the goods and services of others via local and global computer networks; international import and export agency services; rental of advertising space on communication media; direct marketing advertising services for others; market research and consulting services for others; online trading services in which sellers post products to be sold and purchases are made via the internet and providing online business evaluation relating thereto; computer services namely providing an online computer database in the field of shopping

International 035 Primary Class
Class(es):

U.S Class(es): 100 101 102

Class Status: ACT VE

Basis: 44(e)

For: Clearing and reconciling financial transactions via a global computer network; online banking services and financial services namely credit card or/and debit card processing services and transmission and processing of bills and payments thereof conducted via a global computer network; electronic funds transfer services

International 036 Primary Class
Class(es):

U.S Class(es): 100 101 102

Class Status: ACT VE

Basis: 44(e)

For: Providing electronic mail and electronic mail forwarding services; providing access to websites on the internet by which third parties can offer goods and services place and fulfill orders enter into contracts and transact business; providing online communication links which transfer the website user to other local and global webpages to facilitate e commerce and real world business transactions; providing online electronic bulletin boards for transmission of messages among computer users concerning products services and business opportunities; electronic message sending; computer aided electronic transmission of messages and images telecommunications services namely providing telephone communication and internet telephony services; electronic transmission of data and information via electronic communications networks; information advisory and consultancy services relating to all the aforesaid services

International 038 Primary Class
Class(es):

U.S Class(es): 100 101 104

Class Status: ACT VE

Basis: 44(e)

For: Storage of electronic data and documents

International 039 Primary Class
Class(es):

U.S Class(es): 100 105

Class Status: ACT VE

Basis: 44(e)

For: computer services namely creating maintaining and hosting websites for others; hosting of digital content for others on the internet; computer programming for others; design and development of online computer system software; computer software design for others; computer system design for others; design and development of computer software and hardware; design and development of web pages; hosting webpages for others; information advisory and consultancy services relating to all the aforesaid services [; application services provider featuring software in the field of electronic calendar address book and notes feature]

International 042 Primary Class
Class(es):

U.S Class(es): 100 101

Class Status: ACT VE

Basis: 44(e)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: Yes

Amended 44E: Yes

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: AL BABA GROUP HOLD NG L M TED

Owner Address: FOURTH FLOOR ONE CAP TAL PLACE
P O BOX 847
GRAND CAYMAN
CAYMAN SLANDS

Legal Entity Type: CORPORAT ON

State or Country CAYMAN SLANDS
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Jeffrey Costellia

Docket Number: 074619 331

Attorney Primary nptm@nixonpeabody.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent Jeffrey Costellia
Name/Address: Nixon Peabody LLP
799 9th Street N W
Suite 500
Washington D STR CT OF COLUMB A 20001
UN TED STATES

Phone: 202 585 8000

Fax: 202 585 8080

Correspondent e- nptm@nixonpeabody.com
mail:

Correspondent e- Yes
mail Authorized:

Domestic Representative

Domestic Jeffrey Costellia
Representative Name:

Phone: 202 585 8000

Fax: 202 585 8080

Domestic nptm@nixonpeabody.com
Representative e-
mail:

Domestic Yes
Representative e-
mail Authorized:

Prosecution History

Date	Description	Proceeding Number
Mar 16 2019	COURTESY REM NDER SEC 8 (10 YR)/SEC 9 E MA LED	
Nov 30 2016	NOT CE OF ACCEPTANCE OF SEC 8 E MA LED	
Nov 30 2016	REG STERED SEC 8 (6 YR) ACCEPTED	74704
Nov 30 2016	CASE ASS GNED TO POST REG STRAT ON PARALEGAL	74704
Sep 14 2016	TEAS SECT ON 8 RECE VED	
Aug 05 2016	ATTORNEY/DOM REP REVOKED AND/OR APPO NTED	
Aug 05 2016	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECE VED	

Mar 16 2015	COURTESY REM NDER SEC 8 (6 YR) E MA LED	
Mar 16 2010	REG STERED PR NC PAL REG STER	
Dec 29 2009	OFF C AL GAZETTE PUBL CAT ON CONF R MAT ON E MA LED	
Dec 29 2009	PUBL SHED FOR OPPOS T ON	
Nov 24 2009	LAW OFF CE PUBL CAT ON REV EW COMPLETED	66121
Nov 23 2009	APPROVED FOR PUB PR NC PAL REG STER	
Nov 04 2009	TEAS/EMA L CORRESPONDENCE ENTERED	66121
Nov 04 2009	CORRESPONDENCE RECE VED N LAW OFF CE	66121
Oct 19 2009	ASS GNED TO L E	66121
Oct 08 2009	TEAS RESPONSE TO OFF CE ACT ON RECE VED	
Aug 31 2009	NOT F CAT ON OF NON F NAL ACT ON E MA LED	6325
Aug 31 2009	NON F NAL ACT ON E MA LED	6325
Aug 31 2009	NON F NAL ACT ON WR TTEN	72152
Aug 31 2009	PREV OUS ALLOWANCE COUNT W THDRAWN	
Aug 31 2009	1(B) BAS S DELETED; NEW BAS S REQUESTED	66303
Aug 17 2009	NOT CE OF ALLOWANCE CANCELLED	66303
Aug 31 2009	PET T ON TO D RECTOR CHANGE BAS S GRANTED	66303
Aug 21 2009	ASS GNED TO PET T ON STAFF	66303
Aug 17 2009	PET T ON TO D RECTOR CHANGE BAS S RECE VED	77978
Aug 17 2009	FAX RECE VED	
Feb 18 2009	EXTENS ON 5 GRANTED	69302
Feb 15 2009	EXTENS ON 5 F LED	69302
Feb 16 2009	TEAS EXTENS ON RECE VED	
Aug 19 2008	EXTENS ON 4 GRANTED	69302
Aug 07 2008	EXTENS ON 4 F LED	69302
Aug 19 2008	CASE ASS GNED TO NTENT TO USE PARALEGAL	69302
Aug 07 2008	TEAS EXTENS ON RECE VED	
Feb 22 2008	EXTENS ON 3 GRANTED	66154
Feb 06 2008	EXTENS ON 3 F LED	66154
Feb 13 2008	AUTOMAT C UPDATE OF ASS GNMENT OF OWNERSH P	
Feb 06 2008	TEAS EXTENS ON RECE VED	
Sep 12 2007	EXTENS ON 2 GRANTED	64657
Jul 10 2007	EXTENS ON 2 F LED	64657
Jul 10 2007	TEAS EXTENS ON RECE VED	
Feb 07 2007	EXTENS ON 1 GRANTED	98765
Feb 07 2007	EXTENS ON 1 F LED	98765
Feb 07 2007	TEAS EXTENS ON RECE VED	
Aug 15 2006	NOA MA LED SOU REQU RED FROM APPL CANT	
May 23 2006	PUBL SHED FOR OPPOS T ON	
May 03 2006	NOT CE OF PUBL CAT ON	
Apr 03 2006	LAW OFF CE PUBL CAT ON REV EW COMPLETED	69803
Mar 30 2006	ASS GNED TO L E	69803
Mar 22 2006	APPROVED FOR PUB PR NC PAL REG STER	
Mar 02 2006	EXAM NERS AMENDMENT ENTERED	88888
Mar 02 2006	EXAM NERS AMENDMENT E MA LED	6328
Mar 02 2006	EXAM NERS AMENDMENT WR TTEN	72152
Feb 10 2006	TEAS/EMA L CORRESPONDENCE ENTERED	68658
Feb 02 2006	CORRESPONDENCE RECE VED N LAW OFF CE	68658
Feb 02 2006	TEAS RESPONSE TO OFF CE ACT ON RECE VED	
Aug 02 2005	NON F NAL ACT ON E MA LED	6325
Aug 02 2005	NON F NAL ACT ON WR TTEN	72152
Jul 29 2005	ASS GNED TO EXAM NER	72152
Jan 06 2005	NEW APPL CAT ON ENTERED N TRAM	

Maintenance Filings or Post Registration Information

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMO LAW OFF CE 114

Date in Location: Nov 30 2016

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: AL BABA GROUP HOLD NG L M TED

Assignment 1 of 1

Conveyance: CHANGE OF NAME

Reel/Frame: [3716/0047](#)

Pages: 3

Date Recorded: Feb 08 2008

Supporting Documents: [assignment tm 3716 0047 pdf](#)

Assignor

Name: [AL BABA COM CORPORAT ON](#)

Execution Date: Nov 05 2007

Legal Entity Type: CORPORAT ON

State or Country Where Organized: CAYMAN SLANDS

Assignee

Name: [AL BABA GROUP HOLD NG L M TED](#)

Legal Entity Type: CORPORAT ON

State or Country Where Organized: CAYMAN SLANDS

Address: P O BOX 847
FOURTH FLOOR ONE CAP TAL PLACE
GRAND CAYMAN CAYMAN SLANDS

Correspondent

Correspondent Name: CONN E L ELLERBACH

Correspondent Address: 801 CAL FORN A STREET
S L CON VALLEY CENTER
MOUNTA N V EW CA 94041

Domestic Representative

Domestic Representative Name: CONN E L ELLERBACH

Domestic Representative Address: 801 CAL FORN A STREET
S L CON VALLEY CENTER
MOUNTA N V EW CA 94041

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91233862](#)

Filing Date: Apr 04 2017

Status: Suspended

Status Date: May 22 2019

Interlocutory Attorney: SHANNA K SANDERS

Defendant

Name: Amer Group nc

Correspondent MARK B HARRISON
Address: VENABLE
PO BOX 34385
WASHINGTON DC 20043 4385
UNITED STATES

Correspondent e-mail: trademarkdocket@venable.com mbharrison@venable.com rliebowitz@venable.com cmitros@venable.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
APAY	Opposition Pending	86821204	
Plaintiff(s)			

Name: Alibaba Group Holding Limited

Correspondent JEFFREY L COSTELL A
Address: NIXON PEABODY LLP
799 NINTH ST NW STE 500
WASHINGTON DC 20001
UNITED STATES

Correspondent e-mail: nptm@nixonpeabody.com wasmanagingclerk@nixonpeabody.com jcostellia@nixonpeabody.com jmolino@nixonpeabody.com
jwiser@nixonpeabody.com nptm@nixonpeabody.com wasmanagingclerk@nixonpeabody.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
ALPAY	Section 8 Accepted	78537541	3761346
ALPAY	Partial Section 8 Accepted	77812448	4036742
ALPAY	Registered	86746863	5071223

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FEE AND FEE	Apr 04 2017	
2	NOTICE AND TRADITIONAL DATES SENT; ANSWER DUE:	Apr 07 2017	May 17 2017
3	PENDING INSTITUTE	Apr 07 2017	
4	DISAPPEARANCE / POWER OF ATTORNEY	May 16 2017	
5	DISMOT FOR EXTENSION WITH CONSENT	May 16 2017	
6	EXTENSION OF TIME GRANTED	May 19 2017	
7	ANSWER	Jun 15 2017	
8	STATEMENT FOR EXTENSION	Jan 09 2018	
9	EXTENSION OF TIME GRANTED	Jan 09 2018	
10	DISMOT TO COMPEL DISCOVERY	Apr 05 2018	
11	SUSPENSION OF DISPOSITION OF OUTSTANDING MOTION	Apr 30 2018	
12	PROCEEDINGS RESUMED	Jun 25 2018	
13	DISMOT FOR SUMMARY JUDGMENT	Oct 02 2018	
14	DISPOSITION/RESPONSE TO MOTION	Nov 01 2018	
15	DISREPLY IN SUPPORT OF MOTION	Nov 21 2018	
16	SUSPENSION OF DISPOSITION OF OUTSTANDING MOTION	Dec 18 2018	
17	DISMOT FOR SUMMARY JUDGMENT DENIED	Feb 06 2019	
18	STATEMENT FOR EXTENSION	Mar 11 2019	
19	EXTENSION OF TIME GRANTED	Mar 12 2019	
20	STATEMENT FOR EXTENSION	May 10 2019	
21	MOTION TO AMEND ANSWER OR COUNTERCLAIM/AMENDED ANSWER OR COUNTERCLAIM	May 17 2019	
22	SUSPENSION OF DISPOSITION OF OUTSTANDING MOTION	May 22 2019	
23	DISPOSITION/RESPONSE TO MOTION	Jun 06 2019	
24	DISREPLY IN SUPPORT OF MOTION	Jun 26 2019	

Exhibit B

TLD Registration Policies

[to be attached by Registry Operator]

TLD Registration Policies

.ALIPAY TLD REGISTRATION POLICY

1. ELIGIBILITY

Only Alibaba Group Holding Limited, its Affiliates and qualified Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement (“Specification 13” where applicable) are eligible to register a Domain Name under the **.ALIPAY** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry (“Authorized Person”) in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:-

- (i) availability;
 - a. the Domain Name is not already registered
 - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry; and
 - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time (“2013 ICANN RAA”).

The Registrant must represent and warrant that:-

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
 - a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in

- the Registry Rules; and
- b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) it has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following:-

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:-

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;
 - d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;
 - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
 - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) where such Domain Name is placed under reserved names list at any time; and
- (viii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:-

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with ALIBABA's response to Question 22 Geographic Names.

By registering a letter/letter two-character ASCII label, the Registrant represents that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

The Registry will take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:-

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing

with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:-

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

16. DEFINITIONS

Affiliate has the same meaning as defined in Registry Agreement.

Domain Name means a domain name registered directly under the **.ALIPAY TLD** or for which a request or application for registration has been filed with the Registry;

ICANN's Dispute Policy means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

Registrar means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

Registry means Alibaba Group Holding Limited ("ALIBABA");

Registry Agreement means the agreement between the Registry and ICANN;

Registry Rules mean:

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

Registrant means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.