

## **.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

Wal-Mart Stores, Inc. (“Registry Operator”), in connection with the execution of the Registry Agreement for the .ASDA TLD (the “Registry Agreement”), hereby applies for the .ASDA 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 the 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.

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].

Submitted by: [REDACTED]  
Position: Managing Partner  
Dated: August 29, 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**

Please see the attached trademark registration.

## **Exhibit B**

### **TLD Registration Policies**

#### **.ASDA TLD REGISTRATION POLICY**

The mission and purpose of the .ASDA TLD is to serve as a trusted, hierarchical, and intuitive namespace provided by Wal-Mart Stores, Inc. This domain name registration policy sets out the terms and conditions governing the registration and use of domain names in the .ASDA TLD. This policy may be updated periodically, without prior notice, and changes will take effect on upon posting at nic.asda.

#### **1. ELIGIBILITY**

Only Wal-Mart Stores, Inc. and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with the Registry Agreement where applicable) are eligible to register a Domain Name under the .ASDA TLD in accordance with the Registry Rules set forth herein.

Registry reserves the right, for any reason, to verify .ASDA domain name registration eligibility at the time of initial registration, and thereafter, including through request and inspection of appropriate documentation to verify registration eligibility. If the Registrant ceases to be eligible at any time in the future, the Registry may revoke, cancel or suspend the Domain Name registration immediately, or take any other action it deems necessary.

The registration of Domain Names must be approved by an authorized person(s) as appointed by the Registry in addition to meeting all requirements under these Registry Rules.

#### **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.
- (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 designated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) Compliance with all requirements under these Registry Rules including eligibility for registration.

### **3. OBLIGATION OF REGISTRANTS**

By submitting a request to register a .ASDA domain name, or by asking Registry to maintain or renew a .ASDA domain name, the Registrant agrees to be bound by the terms and conditions set forth in these Registry Rules. The Registrant's exclusive remedy in case of any disagreement with the terms of these Registry Rules is to cancel the .ASDA domain name registration.

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 represents and warrants that:

- (i) it meets, and will continue to meet, all eligibility criteria set forth by the Registry at all times and must notify the Registry 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, in accordance with Registry's specific written authorization,
  - a. the Registrant must have a licensing 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 otherwise complies with the requirements of the Registry Agreement; 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, cancel, or suspend the Domain Name at its sole discretion, or take any other action it deems necessary.
- (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 licenses to allow for publication of registration data in the WHOIS database.

### **4. REGISTRANT CONTACT INFORMATION**

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

- (i) the name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) a 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 provided to the applicable Registrar within one (1) month of such change.

## **5. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke, cancel, or suspend 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:
  - 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, inappropriate, 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 the Registry Agreement or other ICANN policies;
- (vi) where such Domain Name is designated by ICANN or Registry for non-allocation or activation; and
- (vii) where Registrant fails to make an applicable payment for registration, renewal or any other relevant services.

Registry has established an abuse point of contact (██████████) for handling complaints or concerns related to any such conduct, which shall also include investigation of, and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of a .ASDA Domain Name.

## **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 Registry policy on IDNs for each language;
- (ii) meet all technical requirements 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 in compliance with 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.

## **8. RESERVED NAMES**

In accordance with Article 2.6 of the Registry Agreement, Registry may from time to time establish or modify its reserve list policy and may place certain names in its reserved list 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.

Registry may subsequently allocate such reserved names in accordance with Specification 5 of the Registry Agreement.

## **9. ALLOCATION OF DOMAIN NAME**

The Registry will register Domain Names to eligible applicants on a first-come, first-served basis in accordance with the terms and conditions set forth in these Registry Rules. The Registry will 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.

### 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 (1) year term unless the Registrant submits its intention not to renew the Domain Name. Unless the term is extended by the Registrant after auto-renewal, expiration of the Domain Name at the end of such one year auto-renewal period will be final.

## **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved, in advance, by the Registry.

## **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 a WHOIS look-up facility.

The Registry may only transfer registration 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;
- (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; and

(iii) Registry may implement additional WHOIS abuse mitigation tools as set forth in the Registry Agreement.

#### **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies, and any other dispute resolution policies promulgated by Registry, in respect of all disputes in connection with a .ASDA 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. LIMITATION OF LIABILITY / INDEMNITY**

Under no circumstances shall Registry be liable to any Registrant, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, for any loss of profits, business, contracts, anticipated savings, goodwill, revenue, any wasted expenditure, any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential), or any indirect or consequential loss or damage whatsoever arising under or in relation to a .ASDA Domain Name, even if Registry was aware of the possibility that such loss or damage might be incurred.

Registrants agree to indemnify and keep Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all losses that are suffered by, or are brought or threatened against, the Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns as the case may be, arising out of or in connection with use of a .ASDA Domain Name, breach of these Registry Rules, or any claim relating to the infringement of a third party's intellectual property rights through registration or use of a .ASDA Domain Name.

#### **17. DEFINITIONS**

**Affiliate** has the same meaning as defined in the Registry Agreement.

**Domain Name** means a domain name registered directly under the .ASDA 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) policy (see Specification 7 of the Registry Agreement).



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

**Registry** means Wal-Mart Stores, Inc.

**Registry Agreement** means the agreement between the Registry and ICANN;

**Registry Rules** mean:

- (i) this Registration Policy as amended by the Registry from time to time; 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.

**Exhibit C**

**Signed Mark Data File ID Number**





## TANI & ABE

### PATENT & TRADEMARK ATTORNEYS

No.6-20 AKASAKA 2-CHOME  
MINATO-KU TOKYO  
107-0052 JAPAN  
www.taniabe.co.jp

Tel: 81-3-3589-1201  
Fax: PATENTS  
81-3-5561-7522, 81-3-3586-4828  
Fax: TRADEMARKS  
81-3-3589-1257, 81-3-5561-7580

PATENTS To Overseas  
pat\_intl@taniabe.co.jp  
PATENTS From Overseas  
kokunai@taniabe.co.jp  
TRADEMARKS  
tmdesign@taniabe.co.jp

October 21, 2009

[REDACTED]  
Wal-Mart Stores Inc.

[REDACTED]  
U. S. A.

TEL: [REDACTED]

Wal-Mart Ref: 1053-JP-NF  
Our Ref : TK20X01

Re: Japanese Trademark Application No. 2008-080373  
Mark and Class: " ASDA "  
in Int'l Classes 29,30,31,32  
In the name of: Wal-Mart Stores, Inc.

Dear [REDACTED]:

We have pleasure of informing you that the above application was finally registered on October 09, 2009 under Registration No. 5272010.

Enclosed please find an original certificate of trademark registration and our procedural information.

This registration will be published in several weeks for opposition for two (2) months.

Very truly yours,

*Tani & Abe*

:yt

Encls.

cc: [REDACTED]

cc: [REDACTED]

**PROCEDURAL INFORMATION**

1. Term of Trademark Right:

The term of the trademark right shall be ten (10) years counted from the date of registration of its establishment, i.e., October 09, 2009. Therefore, the expiration date of the trademark right of this case is October 09, 2019.

2. Registration of Renewal of Term:

The term of a trademark right is renewable by filing an application for renewal registration, and it should be made within six months prior to the date of expiration of the term (that is, from April 10, 2019 to October 09, 2019 ).

( \* ) We have docketed the date of expiration in our record and intend, as a matter of accommodation, to send our reminder by ordinary mail. We ask for your understanding, however, that we can assume no responsibility for any error or omission or for the non-receipt of the reminder.

( ) We do not send you any reminders or pay any official renewal fees in accordance with your general instructions.

(Translation)

**RECEIPT**

Received by:

Address: No. 6-20, Akasaka 2-chome  
Minato-ku, Tokyo 107-0052

Name: Yoshikazu TANI

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Japanese Trademark Registration Number: 5272010

registered on **October 09, 2009**

Japanese Trademark Application Number: 2008-080373

filed on **October 02, 2008**

Number of Classification of Goods and Services: 4

Annuities: for 1st-10th year

Amount: ¥ 150,400.-

Received on: October 1, 2009

存続期間更新登録の手続について

存続期間更新登録期限日

- ・ 商標権を更新する場合は、登録日から10年の満了日の前6ヶ月から満了日までの間に「商標権存続期間更新登録申請書」により手続きをしてください。

- ・ 上記期間内に手続きができなかったときは、満了日経過後6ヶ月以内であれば、「商標権存続期間更新登録申請書」に登録料の倍額を追納することにより、商標権の存続期間を更新することができます。

- ・ 追納できる期間内に申請しないとときは、その商標権は、納付期限日にさかのぼって消滅したものとみなされます。

・ 「商標権存続期間更新登録申請書」の様式及び登録料の額については、以下を参照してください。

特許庁ホームページ  
<http://www.jpo.go.jp/indexj.htm>

登録証送付先
住所
〒107-0052
東京都港区赤坂2丁目6番20号 谷・阿部
特許事務所
氏名
谷 義一
様

商標権設定登録通知書

登録番号 第5272010号  
登録日 平成21年10月 9日  
出願番号 商願2008-080373  
出願日 平成20年10月 2日  
商品及び役務の区分数 4  
納付年分 第10年分まで  
領収金額 150,400円  
受領日 平成21年10月 1日

10年目の満了日(期限日)
平成31年10月 9日

(注) 納付期限日が行政機関の休日にあたるときは、その日の翌日が期間の末日となります。

問い合わせ先 出願支援課登録室  
電話 03(3581)1101 (代表)  
商標担当 内線 2713

(Translation)

## CERTIFICATE OF TRADEMARK REGISTRATION

Trademark Registration No. 5272010

Trademark: **ASDA**  
(Standard Character)

Designated Goods and Designated Services, and Classification of Goods and/or Services:

### Class 29

Designated Goods: Apple puree; Bacon; Beef; Butter; Candied fruit; Canned fruits; Canned tomatoes; Cheddar cheese; Cheese; Chicken; Coconut oil; Cole slaw salad; Condensed milk; Cooking oil; Cooking spray; Corned beef; Cranberry sauce; Cream; Cream cheese; Dried beef; Dried fruits; Edible fats; Edible oil; Eggs; Evaporated milk; Fish fillets; Fresh milk; Fresh yogurt; Black or pinto beans, prepared for food; Frozen fruits; Frozen vegetables; Fruits preserves; Processed fruits topping; Ham; Jams; Edible jelly; Lard; Luncheon meats; Margarine; Marmalade; Meat; Meatballs; Powdered milk (not for babies); Olive oil; Onion fried in oil; Peanut butter; Peanut oil; Pickles; Pork; Potato chips; Poultry; Processed fruits; Processed edible seeds; Processed peanuts; Processed vegetables; Processed yams; Salad oil; Salmon; Sardines; Seafood; Shortening; Smoked fish; Soups and soup mixes; Sour cream spreads; Tofu; Turkey; Whipping cream; Whipped cream made of vegetable fat; Pasta sauce; Spaghetti sauce; Spaghetti sauce mixes; Mixes for Potato au gratin or other potato dishes; Dried beans; Pickled vegetables; Potato crisps; Prepared nuts; Edible oils in a pressurized can; Cottage cheese; Cheese spreads; Frozen processed meat products; Frozen processed fisheries products; Prepared beef stew; Processed herbs; Prepared food consisting primarily of pork and beans; Cream made of vegetable fat; Sauteed meat and vegetables marinated with seasonings; Steam-cooked corn meal dough with ground corn and minced meat; Chili mixes

### Class 30

Designated Goods: Bagels; Baguettes; Baked and cooked breads; Baking powders; Baking spices; Barbecue sauce; Bean paste; Bonbons; Bread; Bread mixes; Breakfast cereals; Brownies; Burritos; Cakes; Cake mixes; Candy; Cereal-based snack foods; Mornay sauce; Cheesecake; Chewing gum; Chili powders; Chile sauce; Chimichanga; Chocolate; Chocolate bars; Confectionery chocolate powder; Confectionery syrupy chocolate; Cinnamon; Cocoa; Coffee; Coffee beans; Condiment, namely red pepper pulp sauce seasoning with vinegar and spices; Cones for ice cream; Cookies; Crackers; Cube sugar; Custards; Danish pastries; Doughnuts; Dumpling cakes; Eclairs; Egg rolls; Espresso; Flavored ices; Flour;

Foods flavorings; French toast; Fresh pasta; Fresh pizza; Frozen breads; Frozen yogurt; Fruit pies; Gravy; Gravy mixes; Ground coffee beans; Ham glaze; Honey; Horseradish spices; Horse radish powder; Hushpuppies; Ice; Ice cream; Icing used for decorated cakes; Icing mixes used to decorate cakes; Instant pancake mixes; Instant pudding mixes; Ketchup; Lasagna; Lollipops; Macaroni; Meat pies; Instant popcorn; Muffin mixes; Mustard; Nachos; Natural sweetener; Noodles; Nutmeg; Oatmeal; Syrup for pancakes (seasoning); Pancakes; Pasta; Pastries; Pepper; Pie crusts; Pizza crust; Pizza sauce; Popcorn; Powdered garlic; Powdered sugar; Pretzels; Puddings; Quesadillas; Quiche; Ravioli; Salad dressings; Salt; Sandwiches; Sauces; Scones; Seasonings; Soy sauce; Spaghetti; Sugar; Table syrup; Taco shell; Tacos; Tapioca; Tartar sauce; Tea; Vanilla; Vinegar; Yeast; Bean dip sauce; Snacks made of potato; salsa sauce; Dips for potato and/or tortilla chips; Dips for vegetables; Ice with milk; Unpopped popcorn packaged to be cooked in microwave oven; Tea; Rice; Breakfast processed cereals; Processed grains; Pastries; Corn chips; Relish; Salad dressings; Mayonnaise; Steak sauce; Processed spices; Frozen piecrust; Frozen waffles; Breadmixes; Pastry mixes; Frozen prepared pasta; Prepared macaroni seasoned with cheese; Taco sauce; Custard cream [confectionery]; Custard [confectionery]; Mixes for instant confectionery consisting primarily of custard; Pudding; Instant confectionery mixes containing gelatins; Chili; Pies; Marshmallows; Frozen prepared burritos; Frozen pizzas; Snacks [confectionery]; Prepared stuffing consisting primarily of meats, breads and vegetables for poultry dinners, such as turkey dinners, or meat pies; Stuffing mixes consisting primarily of meats, breads and vegetables for poultry dinners, such as turkey dinners, or meat pies; Prepared pasta; Food flavorings; Frozen dessert novelties

#### Class 31

Designated Goods: Bird seed; Cat food; Cat litter; Cat foods; Cut Christmas trees; Dog biscuits; Dog food; Fish food; Flower bulbs; Fresh apples; Fresh apricots; Fresh artichokes; Fresh bananas; Fresh bean sprouts; Fresh beets; Fresh fruits; Fresh corn; Fresh lemons; Fresh nuts; Fresh tomatoes; Fresh vegetables; Live flowers; Natural plants and Flowers; Mulch; Pet food; Plant seeds; Roses; Grains (cereal); Flower and vegetable seeds

#### Class 32

Designated Goods: Ale; Apple juice beverages; Beer; Colas; Drinking water; Energy drinks; Flavored waters; Frozen fruit beverages; Fruit drinks; Fruits juices; Mineral water; Non-alcoholic beer; Preparations for making non-alcoholic drinks; Soft drinks; Sparking water; Sports drinks; Vegetable juice; Milk shakes; Vegetable juices mixes; Soft drink mixes; Mineral waters; Non-alcoholic drinks; Table syrups



Owner(s) of the Trademark Right:

702 S.W. 8th Street,  
Bentonville Arkansas  
72716 U.S.A.

Nationality: U.S.A.

Wal-Mart Stores, Inc.

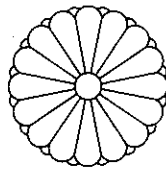
Application No.: 2008-080373  
Filing Date: October 02, 2008

This is to certify that the trademark is registered on the register  
of the Japan Patent Office.

Date: October 09, 2009

Commissioner, Japan Patent Office

Tetsuhiro Hosono (signature and seal)



商標登録証  
(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第5272010号  
(REGISTRATION NUMBER)

商標 (THE MARK) (標準文字)

ASDA

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第29類 アップルピューレ, ベーコン, 牛肉, バター, 砂糖漬けした果実, 果実の缶詰, トマトの缶詰, チェダーチーズ, チーズ, 鶏肉, やし油, コールスローサラダ, コンデンスミルク, 料理用の油, スプレータイプの料理用油, コンビーフ, クランベリーソース, クリーム, クリームチーズ, 乾燥肉, 乾燥果実, 食用脂, 食用油, 卵, 濃厚牛乳, 魚の切り身, 牛乳, ヨーグルト, 食用の処理をしたブラックビーンズ又はいんげん豆, 油揚げ, 冷凍果実, 冷凍野菜, 保存加工した果実, トッピング用加工果実, ハム, ジャム, 食用ゼリー, 食用ラード, 肉製品, マーガリン, マーマレード, 食肉, ミートボール, 粉乳 (乳児用のその他別紙記載)

商標権者 (OWNER OF THE TRADEMARK RIGHT)

アメリカ合衆国 アーカンソー州 72716 ベントンヴィル サウス, ウェスト, 8 ストリート 702  
国籍 アメリカ合衆国  
ウォルマート ストアーズ, インコーポレーティッド

出願番号 (APPLICATION NUMBER)

商願2008-080373

出願年月日 (FILING DATE)

平成20年10月 2日 (October 2, 2008)

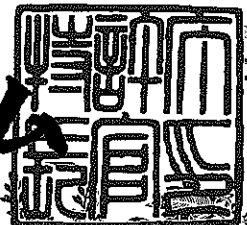
この商標は、登録するものと確定し、商標原簿に登録されたことを証する。

(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成21年10月 9日 (October 9, 2009)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

細野哲弘



# 商標登録証

(続葉 1)

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第5272010号 (REGISTRATION NUMBER)

商願2008-080373 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第29類) ものを除く。), オリーブオイル, 油で揚げた玉ねぎ, ピーナッツバター, ピーナッツ油, ピクルス, 豚肉, 調理用ポテトチップ, 家禽肉, 加工果実, 調理用加工済み食用種子, 加工済みピーナッツ, 加工野菜, 調理用加工済みのヤムイモ, サラダ油, さけ, いわし, 食用魚介類 (生きているものを除く。), ショートニング, くんせい魚介類, スープ, スープのもと, サワークリーム, 豆腐, 七面鳥肉, ホイップクリーム, 食用油脂, 乳製品, 加工水産物, 植物性脂肪からなるホイップクリーム, パスタソース, スパゲッティソース, スパゲッティソースのもと, 加工済み食用種子, ポテトグラタンその他のポテトを主材とする料理のもと, 乾燥豆, 野菜の漬物, ポテトフライ, 調理済みナッツ, スプレー缶入りの食用油脂, 無糖練乳, カッテージチーズ, チーズスプレッド, 冷凍肉製品, 冷凍加工水産物, 調理済みビーフシチュー, 乾燥ハーブ, 豚肉と豆を主材とした惣菜, 植物性脂肪からなるクリーム, 香辛料をきかせマリネにした肉・野菜炒め, すりつぶしたとうもろこし・ひき肉のとうもろこしの皮包み蒸し, チリコンカルネのもと

第30類 ベーグル, フランスパン, 焼き込み調理パン, ベーキングパウダー, パン焼き用の香辛料, バーベキューソース, みそ, ボンボン, パン, 即席パンのもと, 朝食用穀物食, ブラウニー, 肉を包んだトルティーヤ, ケーキ, ケーキのもと, キャンディー, 穀物から成るスナック菓子, モルネーソース, チーズケーキ, チューインガム, ラー油, チリー粉 (香辛料), チリソース, サルサ・サワークリーム・チーズを詰めたトルティーヤ, チョコレート, 棒状のチョコレート菓子, 製菓用粉チョコレート, 製菓用シロップ状チョコレート, シナモン, コーヒー及びココア, コーヒー豆, 調味料及び香辛料, 赤とうがらしの果肉に酢・香辛料を加えてつくったソース, コーンカップ, クッキー, クラッカー, 角砂糖, カスタード (菓子), デニッシュペーストリー, ドーナッツ, 菓子のダンプリング, エクレア, 春巻き, エスプレッソコーヒー, 風味付けされたアイスクリーム, 食用粉類, 精油以外の食品用香味料, フレンチトースト, 生パスタ, ピザ, 冷凍したパン, 冷凍パン生地, フローズンヨーグルト, フルーツを使用したパイ, グレービーソース, グレービーソースのもと, 粉状コーヒー, ハムのグレーズ処理に使用するシロップ, はちみつ, 西洋わさびの香辛料, 西洋わさび粉, トウモロコシ粉を使用した揚げパン, 氷, アイスクリーム, デコレーションケーキ用の糖衣, デコレーションケーキ用の糖衣のもと, ホットケーキのもと, プリンのもと, 即席菓子のもと, ケチャップ, ラザニア, アイスキャンデー, マカロニ, ミートパイ, ポップコーンのもと, マフィンのもと, マスタード, ナチョス, 甘味料 (天然のもの), めん類, ナツメグ, オートミール, ホットケーキ用シロップ (調味料), ホットケーキ, パスタ, 菓子, こしょう, パイ生地, ピザ生地, ピザ用ソース, ポップコーン, ガーリック粉, 粉砂糖, プレッツェル, プディング, ケサディーヤ, キッシュ, ラビオリ, ドレッシング, 食塩, サンドイッチ, ソース (調味料), スコーン, 調味料, しょうゆ, スパゲッティのめん, 調理済みのスパゲッティ, 砂糖, シロップ (調味料), タコス用の皮, タコス, タピオカ, タルタルソース, 茶, バニラ (精油以外の食品用香味料), 食酢, 酵母, 穀

# 商標登録証

(続葉 2)

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第5272010号 (REGISTRATION NUMBER)

商願2008-080373 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第30類) 物の加工品, 豆のディップソース, ポテトチップ菓子, サルサソース, ポテトチップス又はトルティーヤチップス用のディップソース, 野菜用のディップソース, ミルク入り氷菓, 電子レンジ調理用にパッケージされた未調理のポップコーン, 紅茶, 米, 朝食用穀物の加工品, その他の穀物の加工品, ペストリー, コーンチップ, レリッシュ (調味料), サラダ用ドレッシング, マヨネーズソース, ステーキソース, 乾燥香辛料, 冷凍パイ生地, 冷凍ワッフル, パンのもと, ペストリーのもと, 冷凍調理済みパスタ, チーズを加味した調理済みマカロニ, タコス用ソース, カスタードクリーム (菓子), カスタードクリームのもと, カスタードを主材とする即席菓子のもと, プリン, ゼラチン含有してなる即席菓子のもと, チリコンカルネ, パイ, マシュマロ, 肉を包んだ冷凍調理済みのトルティーヤ, 冷凍ピザ, スナック菓子, 食肉とパンと野菜を主材とする七面鳥などの鶏肉料理用又はミートパイ用の調理済みの詰め物, 食肉とパンと野菜を主材とする七面鳥などの鶏肉料理用又はミートパイ用材料の詰め合わせ, 調理済みパスタ, 食品香料 (精油のものを除く。), 冷菓

第31類 鳥用餌, 猫用飼料, ねこ用寝わら, 愛玩動物用芳香砂 (寝わら), 愛玩動物用砂敷き紙 (寝わら), キャットフード, クリスマスツリー用の木, 犬用ビスケット, 犬用飼料, 魚用飼料, 花の球根, りんご, あんず, アーティチョーク, バナナ, もやし, ビート, 果実, とうもろこし, レモン, ナッツ, トマト, 野菜, 花, 植物, 根覆い用わら, ペット用飼料, 種子類, バラ, 食用魚介類 (生きているものに限る。), 穀物, 花の種子, 野菜の種子, ドッグフード

第32類 エール, りんごジュース, ビール, コーラ飲料, 飲用水, 栄養補給のためのアルコール分を含有しない飲料, 風味付けされた飲料水, シャーベット状にした果実飲料, 果実入り清涼飲料, 果実飲料, 鉱泉水, ビール風味の清涼飲料, 飲料製造用調製品, 清涼飲料, スパークリングウォーター, スポーツ用の清涼飲料及び果実飲料, 飲料用野菜ジュース, 乳清飲料, ミルクセーキ, 飲料用野菜ジュースのもと, 清涼飲料のもと, ミネラルウォーター, 果汁飲料, アルコール分を含有しない飲料, シロップ

[以下余白]