

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

BBY Solutions, Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .BESTBUY TLD (the "Registry Agreement"), hereby applies for .BESTBUY 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 and the registration policies attached hereto as Exhibit B are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

[Note to applicant: If an applicant's TLD does not meet the criteria for the TLD to be qualified as a .Brand TLD, please revise the foregoing paragraph accordingly and insert a detailed description of which criteria is not met and why, and the justification for the TLD to nonetheless be qualified as a .Brand TLD.]

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: ____8/6/14____

Email:



Int. Cls.: 37 and 42

Prior U.S. Cls.: 100 and 103

United States Patent and Trademark Office

Reg. No. 1,899,212

Registered June 13, 1995

**SERVICE MARK
PRINCIPAL REGISTER**



BEST BUY CO., INC. (MINNESOTA CORPORATION)
7075 FLYING CLOUD DRIVE
EDEN PRAIRIE, MN 55344

FOR: INSTALLATION AND MAINTENANCE OF PERSONAL COMPUTERS AND OTHER HOME OFFICE PRODUCTS AND RELATED MERCHANDISE, IN CLASS 37 (U.S. CL. 103).
FIRST USE 6-6-1989; IN COMMERCE 6-6-1989.

FOR: RETAIL STORE SERVICES IN THE FIELD OF PERSONAL COMPUTERS AND OTHER HOME OFFICE PRODUCTS AND ENTERTAINMENT SOFTWARE INCLUDING COMPACT DISCS, PRE-RECORDED AUDIO

AND VIDEO CASSETTES AND COMPUTER SOFTWARE AND RELATED MERCHANDISE, IN CLASS 42 (U.S. CL. 100).

FIRST USE 6-6-1989; IN COMMERCE 6-6-1989.

OWNER OF U.S. REG. NOS. 1,379,703 AND 1,676,112.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BEST BUY", APART FROM THE MARK AS SHOWN.

THE DRAWING IS LINED FOR THE COLORS YELLOW AND GREY.

SER. NO. 74-519,982, FILED 5-4-1994.

CHRISIE B. KING, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office



Reg. No. 4,487,840

BBY SOLUTIONS, INC. (MINNESOTA CORPORATION)
7601 PENN AVENUE SOUTH
RICHFIELD, MN 55423

Registered Feb. 25, 2014

**Int. Cls.: 9, 35, 36, 40
and 41**

FOR: MAGNETIC CODED GIFT CARDS; COMMUNICATION SOFTWARE FOR PROVIDING ACCESS TO THE INTERNET; DOWNLOADABLE SOFTWARE IN THE NATURE OF MOBILE AND HAND-HELD APPLICATIONS, NAMELY, SOFTWARE TO ENHANCE THE MOBILE AND HANDHELD RETAIL STORE SERVICES EXPERIENCE INCLUDING THE ABILITY TO COMPARE PRODUCTS, SCAN BARCODES IN-STORE TO READ REVIEWS AND ADDITIONAL PRODUCT INFORMATION, AND REQUEST AN ELECTRONIC NOTIFICATION FOR PRODUCT SALES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 11-0-1999; IN COMMERCE 11-0-1999.



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

FOR: RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES IN THE FIELDS OF ELECTRONIC EQUIPMENT, INCLUDING COMPUTER HARDWARE, SERVERS, MONITORS, IMAGING EQUIPMENT, STORAGE DEVICES, NETWORKING DEVICES, PORTABLE ELECTRONIC EQUIPMENT AND PHOTOGRAPHIC EQUIPMENT, AND PERIPHERALS, SUPPLIES, AND ACCESSORIES RELATED TO THE FOREGOING, AND COMPUTER SOFTWARE FOR BUSINESSES, GOVERNMENT INSTITUTIONS, AND EDUCATIONAL INSTITUTIONS; PROVIDING CONSUMER PRODUCT INFORMATION AND ADVICE RELATING TO ELECTRONIC EQUIPMENT, TELECOMMUNICATIONS PRODUCTS AND SERVICES, AND COMPUTER SOFTWARE FOR BUSINESSES, GOVERNMENT INSTITUTIONS, AND EDUCATIONAL INSTITUTIONS; ONLINE RETAIL STORE SERVICES IN THE FIELD OF REPLACEMENT PARTS AND ACCESSORIES FOR CONSUMER ELECTRONICS, APPLIANCES, COMPUTERS AND RELATED ITEMS, CELLULAR PHONES AND OTHER MOBILE DEVICES, CAMERAS, AND LAWN AND GARDEN TOOLS; PROVIDING ONLINE REVIEWS AND PRODUCT COMPARISONS IN THE FIELD OF CONSUMER ELECTRONICS, HOUSEHOLD APPLIANCES, HOME THEATER EQUIPMENT, PHOTOGRAPHIC EQUIPMENT, CELLULAR PHONES, TELECOMMUNICATIONS PRODUCTS AND SERVICES, INFORMATION TECHNOLOGY PRODUCTS, VIDEO EQUIPMENT, AUDIO EQUIPMENT, PORTABLE ELECTRONIC DEVICES AND RELATED ACCESSORIES, PERSONAL COMPUTERS AND OTHER HOME OFFICE PRODUCTS, IMAGING EQUIPMENT, DIGITAL EQUIPMENT, VIDEO AND ELECTRONIC GAMES, VIDEO AND ELECTRONIC GAME EQUIPMENT AND ACCESSORIES, ENTERTAINMENT FURNITURE, COMPUTER SOFTWARE, ENTERTAINMENT SOFTWARE, COMPACT DISCS, DIGITAL VERSATILE DISCS OR DVDS, OPTICAL DISCS, AUDIO AND VIDEO RECORDINGS, SPORTING GOODS, HEALTH AND FITNESS

Reg. No. 4,487,840 EQUIPMENT, BATTERIES, AUTOMOTIVE AUDIO EQUIPMENT, TOYS AND MUSICAL INSTRUMENTS; PROVIDING A TRADE-IN PROGRAM FOR CONSUMER ELECTRONICS OF OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-26-1989; IN COMMERCE 6-26-1989.

FOR: CREDIT CARD SERVICES; PRE-PAID PURCHASE CARD SERVICES, NAMELY, PROCESSING ELECTRONIC PAYMENTS MADE THROUGH PREPAID CARDS; PROVIDING EXTENDED WARRANTY SERVICE CONTRACTS ON CONSUMER ELECTRONICS EQUIPMENT AND MAJOR HOUSEHOLD APPLIANCES OF OTHERS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-0-1989; IN COMMERCE 10-0-1989.

FOR: ELECTRONICS RECYCLING SERVICES FOR OTHERS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

FIRST USE 6-0-2008; IN COMMERCE 6-0-2008.

FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING WEB SITES AND ONLINE DATABASES FEATURING NON-DOWNLOADABLE MUSIC, MOVIES, VIDEOS, FILM, TELEVISION PROGRAMS, COMPUTER GAMES; PROVIDING ONLINE NON-DOWNLOADABLE EDUCATIONAL AND ENTERTAINMENT PUBLICATIONS, NAMELY, ARTICLES IN THE FIELD OF CONSUMER ELECTRONICS, HOUSEHOLD APPLIANCES, HOME THEATER EQUIPMENT, PHOTOGRAPHIC EQUIPMENT, CELLULAR PHONES, TELECOMMUNICATIONS PRODUCTS AND SERVICES, INFORMATION TECHNOLOGY PRODUCTS, VIDEO EQUIPMENT, AUDIO EQUIPMENT, PORTABLE ELECTRONIC DEVICES AND RELATED ACCESSORIES, PERSONAL COMPUTERS AND OTHER HOME OFFICE PRODUCTS, IMAGING EQUIPMENT, DIGITAL EQUIPMENT, VIDEO AND ELECTRONIC GAMES, VIDEO AND ELECTRONIC GAME EQUIPMENT AND ACCESSORIES, ENTERTAINMENT FURNITURE, COMPUTER SOFTWARE, ENTERTAINMENT SOFTWARE, COMPACT DISCS, DIGITAL VERSATILE DISCS OR DVDS, OPTICAL DISCS, AUDIO AND VIDEO RECORDINGS, SPORTING GOODS, HEALTH AND FITNESS EQUIPMENT, BATTERIES, AUTOMOTIVE AUDIO EQUIPMENT, TOYS AND MUSICAL INSTRUMENTS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-23-2000; IN COMMERCE 1-23-2000.

OWNER OF U.S. REG. NOS. 1,657,622, 3,416,626 AND OTHERS.

THE COLOR(S) YELLOW AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE BLACK WORDS "BEST BUY" INSIDE THE SHAPE OF A YELLOW FILLED SALES TAG OUTLINED IN BLACK. THE COLOR WHITE REPRESENTS OUTLINING, SHADING AND/OR TRANSPARENT AREAS AND IS NOT PART OF THE MARK.

SEC. 2(F) AS TO "BEST BUY".

SER. NO. 85-974,107, FILED 7-1-2013.

MICHAEL WEBSTER, 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, 1141k. 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 timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder 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. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

The mission and purpose of the .BESTBUY gTLD is to serve as a trusted, hierarchical, and intuitive namespace provided by BBY Solutions Inc (“Registry Operator”) for use by Best Buy Co Inc (“Best Buy”), its qualified Affiliates and Trademark Licensees. Registry Operator, a wholly owned subsidiary of Best Buy, filed the application for the .BESTBUY gTLD and will be responsible for operating the .BESTBUY gTLD. Only Registry Operator and its qualified Affiliates and Trademark Licensees will be allowed to register second-level domain names in the .BESTBUY gTLD. Best Buy will develop an internal process to determine which second-level domain names will be registered and which Affiliates and Trademark Licensees will be eligible to register or control the DNS associated with domain names in .BESTBUY. All registrations will be managed by the Registry Operator in accordance with the process and policies developed by Best Buy.

For the purposes of this proposed Registration Policy, Registry Operator utilizes the following definitions*:

Affiliate – Affiliate means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified.

Control – Control (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit management or otherwise.

Trademark Licensee – Trademark Licensee means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .BRAND TLD string operated by Registry Operator, where:

- (i) such license is valid under applicable law;
- (ii) such license is for the use of such trademark in the regular course of that entity’s business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;

- (iii) such trademark is used continuously in that entity's business throughout the Term; and
- (iv) the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.

Registry Operator will review each second-level domain name at the time of registration to ensure that the name complies with internal policies governing the registration of .BESTBUY domain names, including this Registration Policy. Additionally, Registry Operator will conduct ongoing reviews of each second-level domain name at least once per calendar year to ensure compliance with the terms of the .BESTBUY Registry Agreement, as well as with ICANN Temporary and Consensus Policies.

Registry Operator reserves the right to amend its registration policy.

*Definitions for "Affiliate" and "Control" are taken from Section 2.9(c) of the Registry Agreement. The definition of "Trademark Licensee" is taken from Section 6.2 of Specification 13 of the Registry Agreement.