

## **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

Emerson Electric Co. ("Registry Operator"), in connection with the execution of the Registry Agreement for .EMERSON (the "Registry Agreement"), hereby applies for .EMERSON 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.

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:	Intellectual Property Counsel
Dated:	August 21, 2014
Email:	[REDACTED]

# United States of America

United States Patent and Trademark Office



## EMERSON

**Reg. No. 3,771,945**

**Registered Apr. 6, 2010**

**Corrected Nov. 29, 2011**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

EMERSON ELECTRIC CO. (MISSOURI CORPORATION)  
8000 WEST FLORISSANT AVENUE  
ST. LOUIS, MO 63136

FOR: ENVIRONMENTAL MEASURING, TESTING AND MONITORING INSTRUMENTS, NAMELY, PARTICLE COUNTERS; SCIENTIFIC MEASURING, SIGNALING, CHECKING AND SUPERVISION INSTRUMENTS AND EQUIPMENT FOR PREDICTING AND DETECTING FAILURES IN HIGH PRIORITY EQUIPMENT AND FOR MONITORING THE STATE OF MACHINES AND DETECTING BEARING FAULTS, NAMELY, SOFTWARE FOR HISTORIZATION, ACCESSING, TRENDING, IDENTIFICATION AND COMMUNICATION OF DATA, DIGITAL BUSES, TRANSMITTERS, ALGORITHMS, SENSORS, TRANSDUCERS, FIELDBUS TRANSMITTERS; ELECTRICAL POWER SUPPLIES; THERMOSTATS; COMPUTER SOFTWARE FOR INDUSTRIAL AUTOMATION; COMPUTER SOFTWARE FOR DATA MANAGEMENT, ANALYSIS AND REPORTING FOR USE IN INDUSTRIAL AUTOMATION, NETWORK POWER, PROCESS MANAGEMENT AND CLIMATE TECHNOLOGIES APPLICATIONS; COMPUTER SOFTWARE FOR ROTATING MACHINERY AND PROCESS INSTRUMENTATION; COMPUTER SOFTWARE FOR COLLECTING, ANALYZING, SHARING AND UTILIZING CUSTOMER INFORMATION; PROJECT, PLANT AND FACILITY MANAGEMENT SOFTWARE, NAMELY, REGULATORY COMPLIANCE SOFTWARE, SOFTWARE FOR SENSING AND REPORTING PROCESS AND EQUIPMENT ABNORMALITIES, BATCH APPLICATION SOFTWARE, PREDICTIVE MAINTENANCE SOFTWARE, SOFTWARE FOR CONFIGURING, COMMISSIONING AND COMMUNICATING MEASUREMENTS AND CALCULATED VALUES AND FOR PROVIDING ACCESS TO DIAGNOSTIC MESSAGES AND HISTORICAL DATA, SOFTWARE FOR EXCHANGING PROCESS-RELATED INFORMATION BETWEEN VARIOUS SOFTWARE-BASED APPLICATIONS, SOFTWARE FOR MONITORING EQUIPMENT CONDITIONS, SOFTWARE FOR PROVIDING ACCESS TO INSTRUMENT AND VALVE PROCESS INFORMATION, DIAGNOSTIC STATUS INFORMATION AND DOCUMENTATION OF DEVICE MAINTENANCE INFORMATION, PREDICTIVE DIAGNOSTIC SOFTWARE, CALIBRATION MANAGEMENT SOFTWARE, DEVICE CONFIGURATION SOFTWARE, EQUIPMENT MONITORING, DATA MANAGEMENT AND DATA ANALYSIS SOFTWARE; COMPUTER SOFTWARE FOR DETERMINING PRODUCT CONFIGURATION AND FOR PRODUCT CONFIGURATION OPTIMIZING; COMPUTER SOFTWARE FOR PREDICTING AND TRENDING EQUIPMENT MAINTENANCE; SOFTWARE FOR MAXIMIZING PERFORMANCE, REDUCING HEAT RATES, REDUCING STEAM WASTE, STABILIZING STEAM TEMPERATURE CONTROL, OPTIMIZING SOOT BLOWING, AND OPTIMIZING CAPACITY AND MINIMIZING EMISSIONS IN BOILERS, SOOT BLOWERS AND FURNACES; PLANT FACILITY AND AUTOMATION SOFTWARE



*David J. Kypas*

Director of the United States Patent and Trademark Office

**Reg. No. 3,771,945** FOR IDENTIFYING CONTROLLABLE ENERGY LOSSES, FOR REDUCING PLANT MAINTENANCE COSTS, FOR REDUCING UNPLANNED OUTAGES AND OPTIMIZING THE DISTRIBUTION OF LOAD DEMANDS; CONDENSERS AND CONDENSING UNITS; COMPUTER HARDWARE AND SOFTWARE FOR USE IN MONITORING GAS FLOW; GAS ANALYZERS; ELECTRICAL POWER SUPPLIES; DIAGNOSTIC AND ANALYTICAL EQUIPMENT, NAMELY, PRESSURE TEMPERATURE, LEVEL AND FLOW MEASUREMENT MACHINES, LIQUID ANALYZERS; POWER AMPLIFIERS EXCLUDING AMPLIFIERS FOR USE WITH CONSUMER AUDIO EQUIPMENT; APPARATUSES FOR USE IN MEASURING THE DENSITY OF LIQUIDS AND SUBSTANCES, FLOWMETERS, CONTROLLERS, ELECTRONIC BATCH CONTROLLERS; REMOTE CONTROLS FOR OPERATING EQUIPMENT AND MACHINERY EXCLUDING REMOTE CONTROLS FOR OPERATING CONSUMER ELECTRONIC DEVICES; VOLTAGE REGULATORS; PRESSURE REGULATORS FOR COMMERCIAL AND AGRICULTURAL USE; VOLTAGE REGULATORS FOR ELECTRIC POWER; VOLTAGE SURGE SUPPRESSORS; TEMPERATURE SENSORS FOR ELECTRIC MOTORS/APPLIANCES, NAMELY, STOVES, GRILLS, OVENS, RANGES, REFRIGERATORS, WATER HEATERS, DISHWASHERS, HVAC, WASHERS AND DRYERS, POWER TOOLS, AUTOMOTIVE, MARINE AND RECREATIONAL VEHICLES, CONTROLLING REFRIGERANT LOSS; COMMUNICATION SUBSYSTEMS COMPRISED PRIMARILY OF CIRCUIT BREAKER PANELS; POWER CONDITIONING EQUIPMENT, NAMELY, UNINTERRUPTIBLE POWER SUPPLIES, VOLTAGE REGULATORS, TRANSFORMERS, SURGE SUPPRESSION DEVICES AND POWER SUPPLIES; POWER DISTRIBUTION SYSTEMS COMPRISED PRIMARILY OF DISTRIBUTION PANELS; ELECTRIC TRANSFER SWITCHES; SURGE SUPPRESSORS; CHARGERS FOR INDUSTRIAL, COMMERCIAL AND MILITARY USE; ELECTRICAL CHARGERS FOR POWER TOOLS AND HAND TOOLS EXCLUDING CONSUMER YARD AND GARDEN TOOLS INTENDED FOR USE IN THE YARD OR GARDEN OF A PERSONAL RESIDENCE, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 8-0-2002; IN COMMERCE 8-0-2002.

OWNER OF U.S. REG. NOS. 111,931, 1,820,423 AND OTHERS.

THE STIPPLING IS FOR SHADING PURPOSES ONLY.

SER. NO. 76-975,788, FILED 10-13-2000.

# **.EMERSON TLD REGISTRATION POLICY**

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## **DEFINITIONS**

*For purposes of this Registration Policy, the following definitions will apply:*

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

**Domain Name** *means a domain name registered directly under the .EMERSON 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 Emerson Electric Co. ("**Applicant**").*

**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.*

**Trademark Licensees** *has the same meaning as defined in the Registry Agreement.*

## **1. ELIGIBILITY**

Only Applicant, its Affiliates, and Trademark Licensees are eligible to register a Domain Name under the .EMERSON TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license 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) should the Registrant wish to license the use of registered Domain Name to a third party,
  - a. the Registrant must first obtain permission from the Authorized Person prior to licensing the Domain Name to a third party;
  - b. 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
  - c. 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 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 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 for any reason including, but not limited to:

- (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) where such Domain Name is placed under reserved names list at any time; or
- (vi) 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 internationalized domain name ("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.

## **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. 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 license 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 (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.

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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.

### **15. MODIFICATION**

The Registry reserves the right to amend, modify or periodically update this Registration Policy at any time without prior notice.