

Attachment 3

.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

Seiko Epson Corporation ("Registry Operator"), in connection with the execution of the Registry Agreement for the .epson TLD (the "Registry Agreement"), hereby applies for .epson 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.

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: Senior Staff, Design &
Trademark Group, Intellectual
Property Division
Dated: 16 June, 2014
Email: [REDACTED]
[REDACTED]

Exhibit A

Trademark Registration

Registry Operator hereby has an SMD file for the following trademark registered in the United States Patent and Trademark office. The following is a copy of the trademark certificate for this trademark.

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. Cls.: 2, 9 and 16

Prior U.S. Cls.: 2, 5, 6, 11, 16, 21, 22, 23, 26, 29,
36, 37, 38 and 50

Reg. No. 2,144,386

United States Patent and Trademark Office

Registered Mar. 17, 1998

**TRADEMARK
PRINCIPAL REGISTER**

EPSON

SEIKO EPSON KABUSHIKI KAISHA (JAPAN
JOINT STOCK COMPANY)
4-1 NISHISHINJUKU 2-CHOME
SHINJUKU-KU
TOKYO, JAPAN

FOR: INK, TONER, FILLED INK CAR-
TRIDGES AND FILLED TONER CARTRIDGES
ALL FOR COMPUTER PRINTERS, WORD
PROCESSORS, AND COPY MACHINES, IN
CLASS 2 (U.S. CLS. 6, 11 AND 16).

FIRST USE 5-0-1975; IN COMMERCE
11-0-1987.

FOR: DIGITAL CAMERAS; CD-ROMS FEAT-
URING PRE-RECORDED BOOKS IN THE
FIELD OF BUSINESS, AMUSEMENT, EDUCA-
TION, TRANSLATION AND ART; CD-ROM
PLAYERS; BLANK FLOPPY DISCS; COMPUT-
ER PROGRAMS AND SOFTWARE FOR CON-
TROLLING THE OPERATION OF COMPUTER
PRINTERS; PERSONAL COMPUTERS; PARTS
FOR ALL THE AFORESAID GOODS, IN
CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-0-1975; IN COMMERCE
5-0-1975.

FOR: INK RIBBONS AND FILLED INK
RIBBON CASSETTES FOR COMPUTER PRINT-
ERS, WORD PROCESSORS AND COPY MA-
CHINES; PRINTED MATTER, NAMELY,
BOOKS, MANUALS, CATALOGS, PAMPHLETS,
PERIODICALS, ALL IN THE FIELD OF COM-
PUTERS, COMPUTER PERIPHERALS AND
SOFTWARE; PRINTING AND COPY PAPER,
CURRUGATED CARDBOARD, CARDBOARD
BOXES, PAPER BAGS, PAPER BOXES, ENVE-
LOPES, STATIONERY; ELECTRIC, ELEC-
TRONIC AND MANUAL TYPEWRITERS,
CHECK WRITING MACHINES, PAPER SHRED-
DERS, AND LABEL PRINTING MACHINES, IN
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND
50).

FIRST USE 5-0-1975; IN COMMERCE
1-0-1981.

OWNER OF U.S. REG. NOS. 1,134,004, 1,917,610
AND OTHERS.

SER. NO. 75-228,863, FILED 1-21-1997.

ANNA CALDERON, EXAMINING ATTORNEY

Exhibit B

TLD Registration Policies

.epson Registry Public Policy

The Registry Operator for .epson adheres to the following policies and procedures.

Specification 13

This TLD is a .brand TLD as defined by the Specification 13 attached to the Registry Agreement between the Registry Operator and ICANN and Registry Operator intends to operate the TLD accordingly.

Basic Naming Rules

The domain names under this TLD will be as follows: "domain-name".epson". Domain names may consist of the English letters A-Z, digits 0-9, and hyphens ("‑"), provided that they are 1-63 characters long.

Naming rules for this TLD are established in full consideration of the New gTLD Reserved Names Policy outlined in the Registry Agreement (Specification 5) as well as other applicable rules and policies that are subject to change from time to time.

Eligibility Policy

The only eligible Registrants for this TLD are the Registry Operator itself, namely "Seiko Epson Corporation", and its Affiliates or Trademark Licensees as approved by the Registry. All domains for this Registry are registered by the Registry Operator, its Affiliates or Trademark licensees and they maintain control of the DNS records associated with all domains names at any level.

Anti-abuse policy

The Registry Operator intends to function in such a way that all domain name registrations in the TLD shall be registered to and controlled by the Registry Operator, its Affiliates or Trademark Licensees, under the Registry Operator's strict control. It will not sell, distribute or transfer control of domain name registrations to any party that is not an Affiliate or a Trademark Licensee of the Registry Operator. As such, the Registry Operator does not anticipate that abuse activities, or at least their certain forms, could present a threat for this TLD. Below is the outline of the Registry Operator's anti-abuse policy.

The Registry Operator will make commercially reasonable efforts to protect its space from abusive uses of its domain names.

Abusive use includes, but is not limited to, the following:

- Illegal or fraudulent actions;
- Spam
- Phishing
- Pharming
- Willful distribution of malware: (Computer viruses, worms, keyloggers, and trojan horses etc)
- Botnet command and control
- Distribution of child pornography;
- Illegal Access to Other Computers or Networks
- Defamation of the Registry Operator, its businesses, employees, etc.

It is upon the Registry's discretion to execute its following rights:

- deny, cancel or transfer any registration or transaction
- place any domain name on "lock", "hold", "pending cancellation" or any other status

The objective of such action may be, but is not limited to:

- protection of the Registry's integrity and stability
- compliance with any applicable laws or regulations as well as any dispute resolution processes
- avoidance of any liability on the part of the Registry Operator or its Affiliates
- correction of mistakes made by the Registry Operator or any of the accredited Registrars it uses

Abuse Point of Contact

The Registry Operator maintains an abuse point of contact to report issues as the ones illustrated above. The information about this point of contact will be available at the Registry Operator's official site (www.nic.epson).

WHOIS Policy

The Registry Operator for this TLD complies with all the regulations by ICANN, as set forth in the Registry Agreement (Specification 4), related to the establishment and operation of the registry-level Whois, accessible to the public.

The WhoIs Domain Name Lookup Service will return information in the format established and defined by ICANN.

Launch Policy: General availability

As per Specification 13, the Registry Operator will not implement a Sunrise. The Registry will implement a General Availability period from the beginning of operations, defined as the time the Registry will start allowing registration of domains within the TLD. The General Availability period is subject to the eligibility criteria mentioned in this policy: only Registry Operator, its Affiliates or Trademark Licensees are allowed to become registrants of domain names in the TLD and they must control the DNS records associated with domain names at any level in the TLD.

Launch policy: Trademark Claims

Trademark Claims system will be in place as minimally required by ICANN during a period of 90 days from the time General Availability starts. During this period there will be a notice to the Registrant before registration if a requested domain name is an identical match to a trademark registered in the Trademark Clearinghouse. Moreover, the rights owner/s will be informed once the domain name corresponding to the record in the Trademark Clearinghouse has been registered. However, given the Registry Operator's intended exclusive use of all domain names in the .epson TLD and its policies designed to prevent any misuse, it is highly unlikely that the Registry Operator's registration and use of any .epson domain names will infringe any other company's trademark rights.

Domain Name Lifecycle

1. Domain Name Lifecycle - Registration Periods

The .epson TLD Registry supports initial registrations of up to ten (10) years. Renewals may be made for one (1) to ten (10) years provided that the total remaining registration period does not exceed ten (10) years.

Transfers, under part A of the Inter-Registrar Transfer Policy, extend the term of the registration by one year. The registration period will be truncated to ten (10) years should the addition of this year result in a registration period exceeding the ten (10) year maximum.

2. Domain Name Lifecycle - States

The states in which a domain name can exist in this TLD Registry are as follows: Registered, Pending Transfer, Redemption, Pending Restore or Pending Delete.

3. Domain Name Lifecycle - Grace Periods

This TLD supports four grace periods: add, renew, auto-renew, and transfer.

4. Domain Name Lifecycle - Transitions

The following describes all transitions available from the states described above. Reference to grace periods is mentioned where applicable.

4.1. Available -> Registered

4.2. Registered -> Pending Transfer

4.3. Pending Transfer -> Registered

4.4. Registered -> Deleted

4.5. Registered -> Redemption Period

4.6. Redemption Period -> Pending Restore

4.7. Pending Restore -> Registered

4.8. Pending Restore -> Redemption Period

4.9. Redemption Period -> Pending Delete

4.10. Pending Delete -> Deleted

5. Domain Name Lifecycle - Locks

Locks may be applied to the domain name to prevent specific operations from occurring. The sponsoring Registrar may set the locks prefixed with “client”, whilst locks prefixed with “server” are added and removed by the administrator. Locks are added and removed independently, however they can be combined to facilitate the enforcement of higher processes, such as “Registrar Lock”, and outcomes required as part of UDRP proceedings.

All locks are compatible with EPP RFCs.

Requests to delete the domain name are rejected.

DNS delegation information is not published for the object.

Requests to renew the object are rejected. However, auto-renew will be allowed.

Requests to transfer the domain name are rejected.

Requests to update the domain name are rejected, unless the update removes this status.