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

Rogers Communications Partnership ("Registry Operator"), in connection with the execution of the Registry Agreement for the .FIDO TLD (the “Registry Agreement”), hereby applies for .FIDO 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 hereto, 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

Submitted by: [Redacted]
Position: Manager, Intellectual Property Assets
Dated: 8/29/14
Email: [Redacted]
This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the Trade-marks Act, this trade-mark is subject to renewal every 15 years from the registration date.

FIDO

Registration Number
TMA576,104

File Number
1046416

Registration Date
20 fév/Feb 2003

OPIC CIPO
Canadian trademark data

APPLICATION NUMBER: 0797250
REGISTRATION NUMBER: TM475321
STATUS: REGISTERED
FILING DATE: 1995-11-10
FORMALIZED: 1995-11-28
ADVERTISED: 1996-09-27
REGISTERED: 1997-04-28

REPRESENTATIVE FOR SERVICE:
Goudreau Gage Dubuc S.E.N.C.R.L./L.P
2000 Avenue McGill College
Suite 2100
Montreal
Quebec H3A 2H3

CURRENT OWNER:
Rogers Communications Partnership
333 Bloor Street East, 10th Floor
Toronto
M4W 1G9
Ontario

REPRESENTATIVE FOR SERVICE:
3rd Floor, 333 Bloor Street East
Toronto
Ontario M4W 1G9

INTERESTED PARTIES:

OLD OWNER:
Microsoft Solutions Inc.
1250, Rue Lévesque Blvd. West
30th Floor
Montreal
Quebec H3A 4W9

NEW OWNER:
FIDO SOLUTIONS INC.
805, rue de la Côte-des-Neiges
Bureau 4000
Montreal
Quebec H3A 1K3

TRADE MARK (Word):
FIDO

INDEX HEADINGS:
FIDO

MARKS:
(1) Téléphones, télécopieurs et autres produits de communication sans fil non semé

SERVICES:

ASSOCIATED MARKS:
TM400929, TM425441, 427 TMA432, 428 TMA454, 452 TMA454, 427 TMA454, 477 TMA454, 479 TMA456, 471 TMA426, 104 TMA428, 201 TMA428, 454 TMA467, 409 TMA428, 454 TMA4287, 564 TMA468, 399 TMA468, 391 TMA468, 109 TMA4287, 391 TMA468, 960 TMA468, 1,541,871, 1,541,875, 1,541,859, 1,544,669, 1,544,660, 1,544,664, 1,544,666

Action Information

ACTION
Filed
Filed
Formalized
Search Recorded
Examiner’s First Report
Correspondence
Crushed
Advertised
Allowed
Alliance Notice
Sent
Security Interest
Registered
Record Security
Interest / License Agreement
Agent Name Change
Rep for Service
Name Change
Record Security
Interest / License Agreement
Record Security
Interest / License Agreement
Record Security
Interest / License Agreement

DATE
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COMMENTS

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Security Agreement Applied on File

Security Agreement Applied on File / Voir Preuve au dossier / See evidence on File No. 797250

Security Agreement Applied on File / Voir Preuve au dossier / See evidence on File No. 797250

Security Agreement Applied on File / Voir Preuve au dossier / See evidence on File No. 797250

Security Agreement Applied on File / Voir Preuve au dossier / See evidence on File No. 797250

Security Agreement Applied on File / Voir Preuve au dossier / See evidence on File No. 797250
EXIGENCES:

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 25 févr/Feb 1997
COMMENTS/COMMENTS: (MONTREAL TRUST COMPANY)

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 13 nov/Nov 1998
DATE DE CHÈQUE/DATE DE CHANGEMENT: 12 nov/Nov 1998
COMMENTS/COMMENTS: MONTREAL TRUST COMPANY
Voir Preuve au dossier/See evidence on file No. 797250

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 13 juin/Jun 2003
DATE DE CHÈQUE/DATE DE CHANGEMENT: 13 juin/Jun 2003
COMMENTS/COMMENTS: 3º Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on file No. 797250

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 13 juin/Jun 2003
DATE DE CHÈQUE/DATE DE CHANGEMENT: 13 juin/Jun 2003
COMMENTS/COMMENTS: 3º Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on file No. 797250

Aménagement et adresse/Fusionnement et adresse
DATE RÉGISTRÉ/DATE DE L'ENREGISTREMENT: 21 oct/Oct 2003
DATE DE CHÈQUE/DATE DE CHANGEMENT: 01 mai/May 2003
COMMENTS/COMMENTS: FROM: MICROCELL SOLUTIONS INC.,
TO: Microcell Solutions Inc.
Voir Preuve au dossier/See evidence on file No. 797250

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 29 juil/Jul 2004
DATE DE CHÈQUE/DATE DE CHANGEMENT: 29 juil/Jul 2004
COMMENTS/COMMENTS: 3º Morgan Chase Bank, Toronto Branch (Term Loan A)
Voir Preuve au dossier/See evidence on file No. 720403

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 29 juil/Jul 2004
DATE DE CHÈQUE/DATE DE CHANGEMENT: 29 juil/Jul 2004
COMMENTS/COMMENTS: 3º Morgan Chase Bank, Toronto Branch (Term Loan B)
Voir Preuve au dossier/See evidence on file No. 720403

Security Agreement Placé en Fichier/Arrêté de sécurité inscrit au dossier
DATE RECORDÉ/DATE CONSIGNÉE: 29 août/Aug 2004
DATE DE CHÈQUE/DATE DE CHANGEMENT: 29 août/Aug 2004
COMMENTS/COMMENTS: 3º Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on file No. 797250

Security Agreement Arrêté/Arrêté de sécurité retiré
DATE RECORDÉ/DATE CONSIGNÉE: 17 déc/Dec 2004
DATE DE CHÈQUE/DATE DE CHANGEMENT: 17 déc/Dec 2004
COMMENTS/COMMENTS: 3º MORGAN CHASE BANK, TORONTO BRANCH
(TRAINCH B-TERM LOAN A)
Voir Preuve au dossier/See evidence on file No. 720403

Security Agreement Arrêté/Arrêté de sécurité retiré
DATE RECORDÉ/DATE CONSIGNÉE: 17 déc/Dec 2004
DATE DE CHÈQUE/DATE DE CHANGEMENT: 17 déc/Dec 2004
COMMENTS/COMMENTS: 3º MORGAN CHASE BANK, TORONTO BRANCH
(TRAINCH B-TERM LOAN B)
Voir Preuve au dossier/See evidence on file No. 720403

Aménagement et adresse/Fusionnement et adresse
DATE RÉGISTRÉ/DATE DE L'ENREGISTREMENT: 13 avril/Apr 2005
DATE DE CHÈQUE/DATE DE CHANGEMENT: 19 jan/Jan 2005
COMMENTS/COMMENTS: FROM: Microcell Solutions Inc.
TO: FSG SOLUTIONS INC.
Voir Preuve au dossier/See evidence on file No. 722193

CHANGE IN TITLE/CHANGEMENT EN TITRE:
.FIDO TLD REGISTRATION POLICY

1. ELIGIBILITY
Only Rogers Communications Partnership and its Affiliates are eligible to register a Domain Name under the .FIDO 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) if the use of registered Domain Name is licensed to a third party,
       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
       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 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:

(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; and
(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 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 Rogers Communications Partnership’s response to Question 22 Geographic 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. 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 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 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
Domain Name means a domain name registered directly under the .FIDO 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 Numbers (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 Rogers Communications Partnership (“<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.