

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 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:	Manager, Intellectual Property Assets
Dated:	8/29/14
Email:	[REDACTED]



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

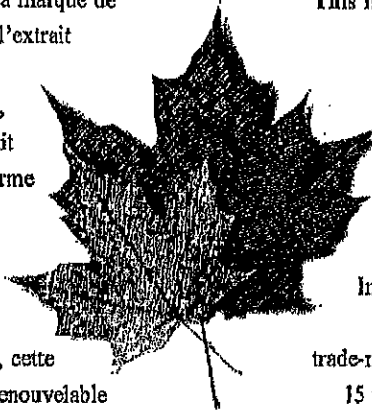
Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Marques de commerce *Certificat d'enregistrement*

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement.

Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks *Certificate of Registration*

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

Numéro d'enregistrement TMA576,104
Registration Number

Numéro de dossier 1046416
File Number

Registraire des marques de commerce
Registrar of Trade-marks
(C/PO 1963/1-02)

Date d'enregistrement 20 fév/Feb 2003
Registration Date

Canada

OPIC  CIPO

Programs and Services
New to IP?
Patents
Patents Database
Patent Appeal Board
Trademarks
Trademarks Database
Basic Search
Advanced Search
Assistance
Trademarks Opposition Board
Copyright
Copyrights Database
Industrial Designs
Industrial Designs Database
Integrated Circuit Topographies
Outreach Services
Learn More
About Us
Client Corner
Publications
International
Consultations and Discussions
FAQ
Site Map
Resources
Payments and Fees
Forms
Legislation
Links
Transparency



Canadian trade-mark data

[Third-Party Information Liability Disclaimer](#)

[Back to search](#)

The database was last updated on: 2014-08-19

APPLICATION NUMBER:
0797250

REGISTRATION NUMBER:
TMA475321

STATUS:

REGISTERED

FILED:

1995-11-10

FORMALIZED:

1995-11-28

ADVERTISED:

1996-08-07

REGISTERED:

1997-04-28

REGISTRANT:

MICROCELL SOLUTIONS INC.,
1250, BOUL. RENÉ-LÉVESQUE OUEST,
BUREAU 400,
MONTREAL,
H3B 4W8
QUEBEC

REPRESENTATIVE FOR SERVICE:

GOUDREAU GAGE DUBUC S.E.N.C.R.L./LLP
2000 AVENUE MCGILL COLLEGE
SUITE 2200
MONTREAL
QUEBEC H3A 3H3

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

REPRESENTATIVE FOR SERVICE:
[REDACTED]
9th FLOOR, 333 BLOOR STREET EAST
TORONTO
ONTARIO M4W 1G9

INTERESTED PARTIES:

OLD OWNER
Microcell Solutions Inc.
1250, René-Lévesque Blvd. West
38th Floor
Montreal
QUEBEC H3B 4W8

OLD OWNER
FIDO SOLUTIONS INC.
800, rue de La Gauchetière West
Bureau 4000
Montréal
QUEBEC H5A 1K3

OLD OWNER
FIDO SOLUTIONS INC.
800, rue de La Gauchetière West
Bureau 4000
Montréal
QUEBEC H5A 1K3

TRADE-MARK (Word):

FIDO

INDEX HEADINGS:

FIDO

WARES:
(1) Téléphones, téléphones et autres produits de communication sans fil, notamment ordinateurs et vidéos.

SERVICES:
(1) Services de télécommunicationne

CLAIMS:
Déclaration d'emploi déposée 14 mars 1997.

ASSOCIATED MARKS:
TMA489,000 TMA541,437 TMA541,562 TMA541,653 TMA542,265
TMA542,267 TMA546,433 TMA546,451 TMA546,477 TMA546,478
TMA560,471 TMA576,104 TMA578,101 TMA584,884 TMA673,409
TMA746,454 TMA827,564 TMA846,390 TMA846,391 TMA857,410
TMA861,590 TMA876,969 1,541,671 1,541,674 1,541,675
1,544,659 1,544,660 1,544,662 1,544,666

Action Information			
ACTION	DATE	BF	COMMENTS
Filed	1995-11-10		
Created	1995-11-21		
Formalized	1995-11-28		
Search Recorded	1996-02-16		
Examiner's First Report	1996-03-18		
Correspondence Created	1996-03-18		
Approved	1996-06-28		
Advertised	1996-08-07		Vol.43 Issue 2180
Allowed	1996-11-01		
Allowance Notice Sent	1996-11-01	1998-11-10	
Security Interest Placed	1997-02-25		
Registered	1997-04-28		
Record Security Interest / License Agreement	1998-11-12		Amended Security Agreement Placed on file
Agent Name Change	2000-01-06		
Rep for Service Name Change	2000-01-06		
Record Security Interest / License Agreement	2003-06-13		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 797250
Record Security Interest / License Agreement	2003-06-13		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 797250
Record Security Interest / License Agreement	2003-06-13		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 797250
Amendment to	2003-10-31		Amendment and address / Voir

<u>Agreement</u>			on File No. /9/250
Record Security Interest / License Agreement	2003-06-13		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 797250
Amendment to Registration	2003-10-21		Amalgamation and address / Voir Preuve au dossier/See evidence on File No. 797250
Record Security Interest / License Agreement	2004-07-29		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 720403
Record Security Interest / License Agreement	2004-07-29		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 720403
Correspondence Created	2004-08-17		
Assignment Correspondence Created	2004-09-10	2005-03-10	
Record Security Interest / License Agreement	2004-09-29		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 797250
Record Security Interest / License Agreement	2004-12-17		Security Agreement Removed / Voir Preuve au dossier/See evidence on File No. 720403
Record Security Interest / License Agreement	2004-12-17		Security Agreement Removed / Voir Preuve au dossier/See evidence on File No. 720403
Rep for Service Changed	2004-12-20		From: 7179 To: 10792 / Voir Preuve au dossier/See evidence on File No. 722193
Record Security Interest / License Agreement	2004-12-22		Security Agreement Removed / Voir Preuve au dossier/See evidence on File No. 797250
Amendment to Registration	2005-04-12		Amalgamation and address / Voir Preuve au dossier/See evidence on File No. 722193
Amendment to Registration	2011-08-18		Amalgamation / Voir Preuve au dossier/See evidence on File No. 797250
Change in Title Registered	2011-08-18		Assignment / Voir Preuve au dossier/See evidence on File No. 548294
Renewed	2012-04-28		DP:2012/04/18 RD:2012/04/13 RR: (10792) CATHERINE DOUGLAS

FOOTNOTES:

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 25 fév/Feb 1997
COMMENTS/COMMENTAIRES: (MONTREAL TRUST COMPANY)

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 12 nov/Nov 1998
DATE OF CHANGE/DATE DE CHANGEMENT: 12 nov/Nov 1998
COMMENTS/COMMENTAIRES: MONTREAL TRUST COMPANY
Voir Preuve au dossier/See evidence on File No. 797250

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 13 juin/Jun 2003
DATE OF CHANGE/DATE DE CHANGEMENT: 13 juin/Jun 2003
COMMENTS/COMMENTAIRES: JP Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on File No. 797250

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 13 juin/Jun 2003
DATE OF CHANGE/DATE DE CHANGEMENT: 13 juin/Jun 2003
COMMENTS/COMMENTAIRES: JP Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on File No. 797250

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 13 juin/Jun 2003
DATE OF CHANGE/DATE DE CHANGEMENT: 13 juin/Jun 2003
COMMENTS/COMMENTAIRES: JP Morgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on File No. 797250

Amalgamation and address/Fusionnement et adresse

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 21 oct/Oct 2003
DATE OF CHANGE/DATE DE CHANGEMENT: 01 mai/May 2003
COMMENTS/COMMENTAIRES: FROM: MICROCELL SOLUTIONS INC.,
TO: Microcell Solutions Inc.
Voir Preuve au dossier/See evidence on File No. 797250

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 29 juil/Jul 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 29 juil/Jul 2004
COMMENTS/COMMENTAIRES: JP Morgan Chase Bank, Toronto Branch (Term Loan A)
Voir Preuve au dossier/See evidence on File No. 720403

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 29 juil/Jul 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 29 juil/Jul 2004
COMMENTS/COMMENTAIRES: JP Morgan Chase Bank, Toronto Branch (Term Loan B)
Voir Preuve au dossier/See evidence on File No. 720403

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 29 sept/Sep 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 29 sept/Sep 2004
COMMENTS/COMMENTAIRES: JPMorgan Chase Bank, Toronto Branch
Voir Preuve au dossier/See evidence on File No. 797250

Security Agreement Removed/Accord de sécurité retiré

DATE RECORDED/DATE CONSIGNEE: 17 déc/Dec 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 17 déc/Dec 2004
COMMENTS/COMMENTAIRES: JPMORGAN CHASE BANK, TORONTO BRANCH (TRANCHE B-TERM LOAN A)
Voir Preuve au dossier/See evidence on File No. 720403

Security Agreement Removed/Accord de sécurité retiré

DATE RECORDED/DATE CONSIGNEE: 17 déc/Dec 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 17 déc/Dec 2004
COMMENTS/COMMENTAIRES: JPMORGAN CHASE BANK, TORONTO BRANCH (TRANCHE B-TERM LOAN B)
Voir Preuve au dossier/See evidence on File No. 720403

Security Agreement Removed/Accord de sécurité retiré

DATE RECORDED/DATE CONSIGNEE: 22 déc/Dec 2004
DATE OF CHANGE/DATE DE CHANGEMENT: 22 déc/Dec 2004
COMMENTS/COMMENTAIRES: JPMORGAN CHASE BANK, TORONTO BRANCH
Voir Preuve au dossier/See evidence on File No. 797250

Amalgamation and address/Fusionnement et adresse

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 12 avr/Apr 2005
DATE OF CHANGE/DATE DE CHANGEMENT: 19 janv/Jan 2005
COMMENTS/COMMENTAIRES: FROM: Microcell Solutions Inc.
TO: FIDO SOLUTIONS INC.
Voir Preuve au dossier/See evidence on File No. 722193

CHANGE IN TITLE/CHANGEMENT EN TITRE:

DATE OF CHANGE/DATE DE CHANGEMENT: 2012/04/28

CHANGE IN TITLE/CHANGEMENT EN TITRE:
TYPE OF CHANGE/GENRE DE CHANGEMENT: Assignment/Cession
DATE REGISTERED/DATE DE L'ENREGISTREMENT: 18 août/Aug 2011
DATE OF CHANGE/DATE DE CHANGEMENT: 01 juil/Jul 2010
COMMENTS/COMMENTAIRES: FROM: FIDO SOLUTIONS INC.
TO: Rogers Communications Partnership
Voir Preuve au dossier/See evidence on File No. 548294

[Back to search](#) [Back](#)

Last updated: 2014-08-19


[Top of Page](#)

[Terms and Conditions](#)

.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.*