

.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

Hughes Satellite Systems Corporation ("Registry Operator"), in connection with the execution of the Registry Agreement for the .HUGHESTLD (the "Registry Agreement"), hereby applies for .HUGHESTLD 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted 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.

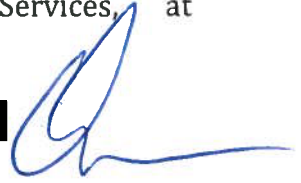
Questions about this request should be directed to [REDACTED], Partner, Squire Patton Boggs LLP at [REDACTED] or [REDACTED], Director of

Policy & Industry Affairs for CSC Digital Brand Services, at

[REDACTED]

Submitted
by:

[REDACTED]



Position: Executive Vice President,
General Counsel and
Secretary

Dated:

August 26, 2014

Email:

[REDACTED]

HUGHESTLD REGISTRATION POLICY

1. ELIGIBILITY

HUGHES is a closed, restricted Top Level Domain (“TLD”). Only HUGHES SATELLITE SYSTEMS CORPORATION and its Affiliates are eligible to register a Domain Name under the HUGHES TLD. If a Registrant ceases to be eligible for a .HUGHES Domain Name at any time in the future, the Registry may cancel or suspend the Registrant’s license to use the Domain Name immediately.

Please note that the Registry may modify this Policy periodically at its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the HUGHES Registry website and giving 90 days prior written notice to the exclusive HUGHES Registrar(s) selected by the Registry.

The registration of Domain Names must be approved by authorized person(s) identified by the Registry (“Authorized Person”) in addition to Registrant meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive HUGHES 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; and
 - 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 a HUGHES accredited Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules as 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;
 - b. the third party must have an affiliation or nexus with HUGHES and its affiliates, such as, for example, customers, partners or vendors of HUGHES and its affiliates; 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:

- (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 HUGHES 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 to the Registrar with a copy of the Request to the Registry.

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 and/or Registrar to process personal information and other data required for the operation of the TLD. The Registry and/or Registrar will only use the data for the operation of the TLD 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 with respect to 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

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

Domain Name means a domain name registered directly under the **HUGHES** 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 Hughes Satellite Systems Corporation ("HUGHES");

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.

United States of America
United States Patent and Trademark Office

HUGHES

Reg. No. 4,580,481
Registered Aug. 5, 2014
Int. Cls.: 38, 42, and 45

SERVICE MARK
PRINCIPAL REGISTER

HUGHES NETWORK SYSTEMS LLC (DELAWARE LIMITED LIABILITY COMPANY)
11717 EXPLORATION LANE
GERMANTOWN, MD 20876

FOR: PROVIDING E-MAIL SERVICES, NAMELY, PROVIDING SECURE EMAIL SERVICES; TELECOMMUNICATIONS SERVICES, NAMELY, THE TRANSMISSION OF AUDIO, VOICE, VIDEO, DATA AND INFORMATION VIA SATELLITE, PROVIDING TELECOMMUNICATIONS CONNECTIONS TO AND COMMUNICATIONS THROUGH A GLOBAL COMPUTER NETWORK; PROVIDING TELECOMMUNICATIONS CONNECTIONS TO A GLOBAL COMPUTER NETWORK; BROADCASTING PROGRAMS VIA A GLOBAL COMPUTER NETWORK; ELECTRONIC TRANSMISSION OF MESSAGES AND DATA; AUDIO BROADCASTING; PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK; VIDEO-CONFERENCING SERVICES; INTERACTIVE SATELLITE COMMUNICATION SERVICES, NAMELY, TRANSMISSION OF SOUND AND VIDEO VIA SATELLITE OR INTERACTIVE MULTIMEDIA NETWORKS; PAY-PER-VIEW TELEVISION TRANSMISSION SERVICES; DELIVERY OF MESSAGES BY ELECTRONIC TRANSMISSION; ON-DEMAND VIDEO TRANSMISSION SERVICES; TELECOMMUNICATIONS GATEWAY SERVICES; TELECOMMUNICATIONS SERVICES, NAMELY, PROVIDING EMAIL SERVICES; TELECOMMUNICATIONS ACCESS SERVICES, NAMELY, PROVIDING MULTIPLE USER BANDWIDTH AND DEDICATED ACCESS TO THE INTERNET TO ENABLE ELECTRONIC ACCESS TO COMPUTER SOFTWARE, INTERNET WEBSITES, INTERNET WEB SOFTWARE APPLICATIONS, ELECTRONIC DATABASES, DIGITAL CONTENT, AND BUSINESS COMPUTER SOFTWARE APPLICATIONS OF OTHERS ACCESSIBLE VIA THE INTERNET, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 0-0-2000; IN COMMERCE 0-0-2000.

FOR: COMPUTER SERVICES, NAMELY, PROVIDING VIRTUAL AND NONVIRTUAL APPLICATION SERVERS TO OTHERS; COMPUTER CONSULTING AND DESIGN SERVICES; CLOUD COMPUTING SERVICES, NAMELY, REMOTE AND ON-SITE INFRASTRUCTURE MANAGEMENT AND MONITORING OF WEB APPLICATIONS, DATABASES, OPERATING SYSTEMS, ELECTRONIC MESSAGING SYSTEMS, INFORMATION TECHNOLOGY SYSTEMS, SOFTWARE APPLICATIONS, NETWORK DATA STORAGE, DATA PROTECTION, DATABASE OPTIMIZATION, PROCESSES, HARDWARE, ROUTER AND SWITCH MONITORING, CUSTOM APPLICATION MONITORING AND DATA WAREHOUSING FOR OTHERS; COMPUTER SERVICES, NAMELY, INTEGRATION OF PRIVATE AND PUBLIC CLOUD COMPUTING ENVIRONMENTS; COMPUTER SERVICES, NAMELY, CLOUD HOSTING



Michelle K. Lee
Deputy Director of the United States
Patent and Trademark Office

Reg. No. 4,580,481 PROVIDER SERVICES; COMPUTER CONSULTING SERVICES IN THE FIELDS OF DATA CENTER ARCHITECTURE, PUBLIC AND PRIVATE CLOUD COMPUTING AND APPLICATIONS, AND EVALUATION AND IMPLEMENTATION OF INTERNET TECHNOLOGY AND SERVICES; PROVIDING VIRTUAL COMPUTER SYSTEMS AND VIRTUAL COMPUTER ENVIRONMENTS THROUGH CLOUD COMPUTING; TECHNICAL CONSULTING SERVICES IN THE FIELDS OF DATA CENTER ARCHITECTURE, PUBLIC AND PRIVATE CLOUD COMPUTING SOLUTIONS AND APPLICATIONS, AND EVALUATION AND IMPLEMENTATION OF INTERNET TECHNOLOGY AND SERVICES; TECHNICAL SUPPORT SERVICES, NAMELY, REMOTE AND ON-SITE INFRASTRUCTURE MANAGEMENT SERVICES FOR MONITORING, ADMINISTRATION AND MANAGEMENT OF PUBLIC AND PRIVATE CLOUD COMPUTING IT AND APPLICATION SYSTEMS; TECHNICAL SUPPORT SERVICES, NAMELY, TECHNICAL ADMINISTRATION OF SERVERS FOR OTHERS AND TROUBLESHOOTING IN THE NATURE OF DIAGNOSING SERVER PROBLEMS; TECHNICAL SUPPORT SERVICES, NAMELY, MONITORING TECHNOLOGICAL FUNCTIONS OF WEBSITES, NETWORK SYSTEMS AND SERVERS; COMPUTER SERVICES, NAMELY, MAINTENANCE AND UPDATING OF COMPUTER SOFTWARE AND MONITORING AND REPORTING ON THE PERFORMANCE, AVAILABILITY, AND ERRORS OF WEBSITES, NETWORK SYSTEMS AND SERVICES OF OTHERS AND GENERATING AUTOMATED NOTIFICATION AND TICKETS IN CONNECTION THEREWITH; COMPUTER SERVICES, NAMELY, PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USERS TO CONSOLIDATE AND MANAGE APPLICATION SHARING, PRESENTATION BROADCASTS, WEB PAGE SHARING, POLLING AND INSTANT MESSAGING AND CONNECTIONS TO EXISTING AND EMERGING APPLICATION PROGRAMMING INTERFACES; DESIGN AND DEVELOPMENT OF ELECTRONIC DATA SECURITY SYSTEMS; CLOUD COMPUTING FEATURING SOFTWARE FOR USE IN THE MONITORING AND MANAGEMENT OF WEB APPLICATIONS, DATABASES, OPERATING SYSTEMS, NETWORK DATA STORAGE, DATA WAREHOUSING AND DATABASE OPTIMIZATION; MONITORING THE COMPUTER SYSTEMS OF OTHERS FOR TECHNICAL PURPOSES AND PROVIDING BACK-UP COMPUTER PROGRAMS; REMOTE COMPUTER NETWORK TECHNICAL MONITORING AND SOFTWARE MAINTENANCE SERVICES; HOSTING INTERNET SITES FOR OTHERS; REMOTE COMPUTER BACKUP SERVICES; APPLICATION SERVICES PROVIDER, NAMELY, HOSTING COMPUTER SOFTWARE APPLICATIONS OF OTHERS; COMPUTER SERVICES, NAMELY, INTERACTIVE HOSTING SERVICES WHICH ALLOW THE USER TO PUBLISH AND SHARE THEIR OWN CONTENT AND IMAGES ONLINE; MANAGED HOSTING SERVICES, NAMELY, HOSTING COMPUTER SOFTWARE APPLICATIONS OF OTHERS, AND HOSTING AND MANAGING THE WEBSITES OF OTHERS USING DATA CENTER AND DISASTER RECOVERY FACILITIES; COMPUTER SERVICES, NAMELY, CLOUD HOSTING PROVIDER SERVICES; COMPUTER SERVICES FOR MANAGED HOSTING FOR USE IN THE OPERATION OF HOSTING INTERNET SITES OF OTHERS, NAMELY, DATA RECOVERY FROM HOSTED COMPUTER SOFTWARE, INTERNET WEBSITES, INTERNET WEB SOFTWARE APPLICATIONS, ELECTRONIC DATABASES, DIGITAL CONTENT, AND BUSINESS COMPUTER SOFTWARE APPLICATIONS OF OTHERS THAT ARE ACCESSIBLE VIA THE INTERNET; COMPUTER VIRUS PROTECTION SERVICES; COMPUTER SERVICES, NAMELY, PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USER TO CONSOLIDATE AND MANAGE APPLICATION SHARING, PRESENTATION BROADCASTS, WEB PAGE SHARING, POLLING AND INSTANT MESSAGING AND CONNECTIONS TO EXISTING AND EMERGING APPLICATION PROGRAMMING INTERFACES; MONITORING SERVICES, NAMELY, MONITORING THE COMPUTER SYSTEMS OF OTHERS FOR TECHNICAL PURPOSES SUCH AS FOR ROUTE EFFICIENCY, END-USER PERFORMANCE, NETWORK TOPOLOGY AND CONFIGURATION AND OTHER TECHNICAL PURPOSES AND PROVIDING BACK-UP COMPUTER PROGRAMS AND FACILITIES; TECHNICAL SUPPORT, NAMELY, MONITORING NETWORK SYSTEMS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 9-0-2011; IN COMMERCE 9-0-2011.

FOR: PROVIDING USER AUTHENTICATION SERVICES FOR ACCESSING A SECURE VIRTUAL COMPUTING ENVIRONMENT, IN CLASS 45 (U.S. CLS. 100 AND 101).

Reg. No. 4,580,481 FIRST USE 11-0-2006; IN COMMERCE 11-0-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

OWNER OF U.S. REG. NOS. 2,774,975, 3,093,477, AND OTHERS.

SN 85-420,786, FILED 9-12-2011.

KATHERINE STOIDES, 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>.