

.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

Lancaster ("Registry Operator"), in connection with the execution of the Registry Agreement for the .LANCASTER TLD (the "Registry Agreement"), hereby applies for the .LANCASTER 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, 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]

Submitted by: [REDACTED]

Position: CEO

Dated: 1 September 2014

Email: [REDACTED]

Exhibit A
Trademark Registration



648029

1.9.2014

151 Date of the registration

10.11.1995

180 Expected expiration date of the registration/renewal

10.11.2015

270 Language of the application

French

Current Status

732 Name and address of the holder of the registration

LANCASTER SARL 95 rue du Parc F-93130 NOISY LE SEC France

811 Contracting State of which the holder is a national

FR (France)

740 Name and address of the representative

Baker & McKenzie 1 rue Paul Baudry F-75008 Paris France

770 Name and address of the previous holder

Coty Germany GmbH Fort Malakoff Park, Rheinstrasse 4E MAINZ Germany

540 Mark

LANCASTER

511 International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) - NCL(6)

14 Bijouterie et horlogerie.

18 Cuir et imitations du cuir, produits en ces matières (compris dans cette classe); malles, valises et sacs de voyage.

25 Vêtements, y compris bottes, chaussures et pantoufles.

822 Basic registration

DE (Germany), 12.10.1995, 395 33 222

300 Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin

DE (Germany), 14.08.1995, 395 33 222

834 Designation(s) under the Madrid Protocol by virtue of Article 9sexies

AT (Austria), BA (Bosnia and Herzegovina), BG (Bulgaria), BX (Benelux), BY (Belarus), CH (Switzerland), CN (China), CU (Cuba), CZ (Czech Republic), ES (Spain), FR (France), HR (Croatia), HU (Hungary), IT (Italy), LV (Latvia), MC (Monaco), MK (The former Yugoslav Republic of Macedonia), PL (Poland), PT (Portugal), RO (Romania), RS (Serbia), RU (Russian Federation), SI (Slovenia), SK (Slovakia), UA (Ukraine)

Registration

450 Publication number and date

1996/1 LMi, 19.03.1996

831 Designation(s) under the Madrid Agreement

AT (Austria), BA (Bosnia and Herzegovina), BG (Bulgaria), BX (Benelux), BY (Belarus), CH (Switzerland), CN (China), CU (Cuba), CZ (Czech Republic), ES (Spain), FR (France), HR (Croatia), HU (Hungary), IT (Italy), LV (Latvia), MC (Monaco), MK (The former Yugoslav Republic of Macedonia), PL (Poland), PT (Portugal), RO (Romania), RU (Russian Federation), SI (Slovenia), SK (Slovakia), UA (Ukraine), YU (Serbia and Montenegro)

Date of recording (date of notification from which the time limit to notify the refusal starts)

31.01.1996

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

AT (Austria)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

BA (Bosnia and Herzegovina)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

BG (Bulgaria)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

BX (Benelux)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

BY (Belarus)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

CH (Switzerland)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

CN (China)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

CU (Cuba)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

CZ (Czech Republic)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

FR (France)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

HR (Croatia)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

IT (Italy)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

LV (Latvia)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

MC (Monaco)

**The refusal period has expired and no notification of provisional refusal has been recorded
(application of Rule 5 preserved)**

MK (The former Yugoslav Republic of Macedonia)

The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)

PL (Poland)

The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)

RO (Romania)

The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)

SI (Slovenia)

The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)

SK (Slovakia)

The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)

YU (Serbia and Montenegro)

862 Partial provisional refusal of protection

ES (Spain)

450 Publication number and date

1996/16 Gaz, 10.01.1997

Refus pour tous les produits des classes 14 et 18.

580 Date of notification

31.10.1996

Date of receipt by the International Bureau

28.10.1996

862 Partial provisional refusal of protection

RU (Russian Federation)

450 Publication number and date

1997/1 Gaz, 27.02.1997

Refus pour tous les produits des classes 18 et 25.

580 Date of notification

09.01.1997

Date of receipt by the International Bureau

07.01.1997

862 Partial provisional refusal of protection

PT (Portugal)

450 Publication number and date

1997/2 Gaz, 14.03.1997

Refus pour tous les produits de la classe 14.

580 Date of notification

03.02.1997

Date of receipt by the International Bureau

30.01.1997

862 Partial provisional refusal of protection

- UA (Ukraine)
- 450** **Publication number and date**
1997/2 Gaz, 14.03.1997
Delete from list:
- 25 Vêtements, y compris bottes, chaussures et pantoufles.
- 580** **Date of notification**
04.02.1997
Date of receipt by the International Bureau
31.01.1997
- 897** **Statement indicating that protection of the mark is protected for some of the goods and services requested**
ES (Spain)
- 450** **Publication number and date**
1998/1 Gaz, 26.02.1998
Admis pour tous les produits de la classe 25 et refusé pour ceux des classes 14 et 18.
- 580** **Date of notification**
13.01.1998
Date of receipt by the International Bureau
24.12.1997
- 897** **Statement indicating that protection of the mark is protected for some of the goods and services requested**
UA (Ukraine)
- 450** **Publication number and date**
1998/15 Gaz, 10.09.1998
Delete from list:
- 25 Vêtements, y compris bottes, chaussures et pantoufles.
- 580** **Date of notification**
05.08.1998
Date of receipt by the International Bureau
07.07.1998
- 843** **No request for review or appeal has been lodged**
PT (Portugal)
- 450** **Publication number and date**
2000/21 Gaz, 23.11.2000
- 895** **Statement indicating that the mark is protected for all the goods and services requested**
RU (Russian Federation)
- 450** **Publication number and date**
2001/2 Gaz, 01.03.2001
- 580** **Date of notification**
24.01.2001
Date of receipt by the International Bureau
11.01.2001

865 Partial invalidation

HU (Hungary)

450 Publication number and date

2005/31 Gaz, 08.09.2005

Invalidation pour tous les produits de la classe 25.

897 Statement indicating that protection of the mark is protected for some of the goods and services requested

PT (Portugal)

450 Publication number and date

2006/13 Gaz, 04.05.2006

Admis pour tous les produits des classes 18 et 25.

580 Date of notification

29.03.2006

Date of receipt by the International Bureau

09.03.2006

Partial assignment

450 Publication number and date

2011/40 Gaz, 27.10.2011

833 Interested Contracting Party(ies)

RU (Russian Federation)

871 Number of the assigned part of the international registration

648029A

Delete from list:

- 18 Cuir et imitations du cuir, produits en ces matières (compris dans cette classe); malles, valises et sacs de voyage.

580 Date of recording

15.07.2011

Exhibit B

.LANCASTER Registration Policies

1. SECTION 1 - INTRODUCTION

The .LANCASTER Domain Name Registration Policy (the "Policy") governs the registration of domain names under the TLD .LANCASTER which is owned and operated by the Registry Operator, namely Lancaster, and may, at the discretion of the Registry Operator, be updated periodically. The current Policy is available at the URL: [TBC].

The Policy is consistent with all applicable ICANN Consensus Policies and Temporary Policies and the Registry Operator is committed to ensure that said Policies are strictly complied with.

2. SECTION 2 - DEFINITIONS

2.1 Affiliate

A person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise (as per Section 2.9 (c) of the Registry Agreement).

2.2 Domain Name

A label registered at any level under the .LANCASTER TLD.

2.3 ICANN

The Internet Corporation for Assigned Names and Numbers.

2.4 IDN

Internationalised Domain Name.

2.5 Registrar

An ICANN accredited registrar who is authorised by the Registry Operator to register domain names under the .LANCASTER TLD.

2.6 Trademark Licensee

Any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .LANCASTER TLD string operated by Registry Operator, where: (i) such license is valid under applicable law; (ii) such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD; (iii) such trademark is used continuously in that entity's business throughout the Term; and (iv) the domain

names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration (as per Section 3.2 of Specification 13, (.BRAND TLD Provisions) of the Registry Agreement).

3. SECTION 3 - ELIGIBILITY REQUIREMENTS FOR REGISTRATION AND USE OF DOMAIN NAMES UNDER .LANCASTER TLD

The Registry Operator will operate the .LANCASTER TLD on a restricted basis and will only permit domain name registrations at any level under the .LANCASTER TLD for the exclusive registration and/or use by the Registry Operator, its Affiliates and Trademark Licensees, subject to Registry Operator's sole discretion. It will not be possible for individuals or entities who are not the Registry Operator or its Affiliates or Trademark Licensees to register or use domain names under the .LANCASTER TLD.

In addition, the Registry Operator does not intend to sell, distribute or transfer control or use of any domain name registrations in the .LANCASTER TLD to any party that is not an Affiliate of the Registry Operator or a Trademark Licensee.

Accordingly the Policy does not contain provisions relating to registration by parties that are not the Registry Operator or its Affiliates or Trademark Licensees as the Registry Operator will solely and wholly control and maintain registrations under the .LANCASTER TLD.

No proxy or anonymous registrations will be allowed under the .LANCASTER TLD and the name of the registrant entity will always be apparent.

4. SECTION 4 - DOMAIN NAME REGISTRATION RULES

The registration and use of domain names under the .LANCASTER TLD will be subject to a validation process and then, at the discretion of the Registry Operator, to verifications during the registration lifecycle of the respective domain names registered under the .LANCASTER TLD.

The validation process and the verification process will be exclusively managed internally by the Registry Operator.

5. SECTION 5 - VALIDATION PROCESS

The validation process will seek to ensure that any domain name registered under the .LANCASTER TLD abides by:

- (a) The Eligibility Requirements set out in at Section 3.
- (b) Naming Rules:
 - (i) The registered domain name must be at least 1 character and no more than 63 characters, not including the TLD.
 - (ii) The registered domain name may only consist of the letters A-Z, numbers 0-9 or hyphens.
 - (iii) The registered domain name may not begin or end with a hyphen.

- (iv) The registered domain name may not have two consecutive hyphens, in the 3rd and 4th positions, unless it is a valid IDN registration.
 - (v) No other special characters are permitted.
 - (vi) The name is not (1) a Reserved Name as defined in Schedule 5 (Schedule of Reserved Names) to the ICANN Registry Agreement applicable to the .LANCASTER TLD or (2) an additional name reserved at the discretion of the Registry Operator.
- (c) The Registry Operator's internal rules and policies, *inter alia*, in relation to acceptable use and intellectual property.

Upon successful completion of this validation process, the Registry Operator will communicate secured instructions to the Registrar for the registration of the domain name which has successfully passed the validation process.

6. REGISTRATION PERIOD

Domain name registrations will be granted for periods between one and ten years and renewed automatically unless termination instructions are sent to the Registrar and the Registry Operator.

7. VERIFICATION PROCESS

The Registry Operator will, at its sole discretion and at any time, verify and determine whether any or all domain name registrations under the .LANCASTER TLD comply with the Policy. In any event, as per Section 5 of Specification 13, Registry Operator will conduct such reviews at least once per calendar year.

As a result of such verification and determination, the Registry Operator will, in its sole discretion, suspend, cancel, transfer or terminate the domain name registration(s) which the Registry Operator considers not be abiding by the Policy.

Exhibit C
Signed Mark Data File ID Number

[REDACTED]