

.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

Lotte Holdings Co., Ltd. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .lotte TLD (the "Registry Agreement"), hereby applies for .lotte 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]

[REDACTED]
Submitted by: [REDACTED]
Position: General Manager
Dated: August 26, 2014
Email: [REDACTED]

Exhibit A

Trademark Registration

[to be attached by Registry Operator]

商

商標登録第 1 7 3 9 7 7 0 号

第 一 表 示 部

表示番号 (付記)	登 録 事 項
1 番	出願年月日 昭和 5 4 年 1 月 3 0 日 出願番号 5 4 - 0 0 5 5 4 1
	出願公告年月日 昭和 5 9 年 5 月 8 日 出願公告番号 5 9 - 0 2 9 5 7 3
	査定年月日 昭和 5 9 年 8 月 1 0 日
	XX連合商標XX
	商品の区分 第 3 0 類
	指定商品 菓子、パン
	登録年月日 昭和 6 0 年 1 月 2 3 日
2 番	【存続期間の更新登録】 出願年月日 平成 6 年 1 1 月 4 日 出願番号 0 6 - 7 3 4 8 5 2 査定年月日 平成 7 年 1 月 1 2 日 登録年月日 平成 7 年 4 月 2 7 日
	【存続期間の更新登録】 申請年月日 平成 1 6 年 9 月 1 7 日 登録年月日 平成 1 6 年 1 0 月 2 6 日
4 番	【指定商品の書換登録】 申請年月日 平成 1 6 年 9 月 1 7 日 申請番号 2 0 0 4 - 5 4 3 8 4 0 査定年月日 平成 1 7 年 4 月 1 2 日 区分の数 1 商品及び役務の区分 第 3 0 類 指定商品 菓子及びパン 登録年月日 平成 1 7 年 4 月 2 7 日

第 二 表 示 部

表示番号 (付記)	登 録 事 項
1 番	(抹消) 防護標章登録番号 第 1 号 出願年月日 昭和 6 0 年 9 月 1 0 日 出願番号 6 0 - 0 9 2 6 4 8 出願公告年月日 昭和 6 1 年 1 1 月 1 0 日 出願公告番号 6 1 - 0 8 4 0 0 2 査定年月日 昭和 6 2 年 2 月 1 3 日 商品の区分 第 1 4 類 指定商品 原料繊維 登録年月日 昭和 6 2 年 7 月 2 1 日
2 番	(抹消) 防護標章登録番号 第 2 号 出願年月日 昭和 6 0 年 9 月 1 0 日 出願番号 6 0 - 0 9 2 6 5 1 出願公告年月日 昭和 6 2 年 3 月 3 0 日 出願公告番号 6 2 - 0 1 9 9 7 3 査定年月日 昭和 6 2 年 7 月 3 日 商品の区分 第 2 5 類 指定商品 紙類、文房具類 登録年月日 昭和 6 2 年 1 1 月 2 4 日

- 1 -

続業有り

上記は商標登録原簿に記録されている事項と相違ないことを
認証する。

平成 2 6 年 3 月 7 日

経済産業事務官

海老原



商

商標登録第 1 7 3 9 7 7 0 号

第 二 表 示 部

表示番号 (付記)	登 録 事 項
3 番	<p>(抹消)</p> <p>防護標章登録番号 第 3 号 出願年月日 昭和 6 0 年 9 月 1 0 日 出願番号 6 0 - 0 9 2 6 5 0 出願公告年月日 昭和 6 2 年 7 月 3 0 日 出願公告番号 6 2 - 0 5 4 5 4 3 査定年月日 昭和 6 2 年 1 1 月 1 3 日 商品の区分 第 1 8 類 指定商品 ひも (被服に属するものおよびはき物用または運動具用ひもを除く) 網類 (運動具に属するものを除く) 網類 (運動具に属するものを除く) 包装用容器 登録年月日 昭和 6 3 年 3 月 2 3 日</p>
4 番	<p>(抹消)</p> <p>防護標章登録番号 第 4 号 出願年月日 昭和 6 0 年 9 月 1 0 日 出願番号 6 0 - 0 9 2 6 4 7 出願公告年月日 昭和 6 2 年 1 0 月 1 日 出願公告番号 6 2 - 0 7 3 9 0 4 査定年月日 昭和 6 3 年 2 月 5 日 商品の区分 第 1 2 類 指定商品 輸送機械器具、その部品および附属品 (他の類に属するものを除く) 登録年月日 昭和 6 3 年 5 月 1 9 日</p>
5 番	<p>(抹消)</p> <p>防護標章登録番号 第 5 号 出願年月日 昭和 6 1 年 4 月 8 日 出願番号 6 1 - 0 3 6 3 6 3 出願公告年月日 昭和 6 3 年 6 月 1 4 日 出願公告番号 6 3 - 0 4 3 6 0 9 査定年月日 昭和 6 3 年 1 0 月 1 3 日 商品の区分 第 2 類 指定商品 肥料 登録年月日 平成 1 年 1 月 2 5 日</p>
6 番	<p>(抹消)</p> <p>防護標章登録番号 第 6 号 出願年月日 昭和 6 0 年 9 月 1 0 日 出願番号 6 0 - 0 9 2 6 4 9 出願公告年月日 昭和 6 2 年 4 月 2 4 日 出願公告番号 6 2 - 0 2 7 2 2 3 査定年月日 平成 1 年 9 月 8 日 商品の区分 第 1 6 類 指定商品 織物、絹物、フェルト、その他の布地 登録年月日 平成 2 年 1 月 2 5 日</p>
7 番	<p>(抹消)</p> <p>防護標章登録番号 第 7 号 出願年月日 昭和 6 2 年 5 月 3 0 日 出願番号 6 2 - 0 6 3 5 8 9 出願公告年月日 平成 1 年 1 1 月 2 0 日 出願公告番号 0 1 - 0 7 9 5 3 3 査定年月日 平成 2 年 3 月 9 日 商品の区分 第 7 類 指定商品 建築または構築専用材料、セメント、木材、石材、ガラス 登録年月日 平成 2 年 7 月 3 1 日</p>
8 番	<p>(抹消)</p> <p>防護標章登録番号 第 8 号 出願年月日 昭和 6 2 年 5 月 3 0 日 出願番号 6 2 - 0 6 3 5 9 0 出願公告年月日 平成 1 年 5 月 1 7 日 出願公告番号 0 1 - 0 3 2 8 4 9 査定年月日 平成 2 年 8 月 7 日 商品の区分 第 1 7 類 指定商品 被服 (運動用特殊被服を除く) 寝具類 (寝台を除く) 布製身回品 (他の類に属するものを除く) 登録年月日 平成 3 年 1 月 2 8 日</p>

商 標 登 録 第 1 7 3 9 7 7 0 号	
第 二 表 示 部	
表示番号 (付記)	登 録 事 項
9 番	<p>(抹消)</p> <p>防護標章登録番号 第9号 出願年月日 平成 2 年 1 月 2 4 日 出願番号 02-006430 出願公告年月日 平成 5 年 1 2 月 7 日 出願公告番号 05-119005 査定年月日 平成 6 年 4 月 1 5 日 商品及び役務の区分 第6類 指定商品 金属 (ナトリウム、カリウム及びカルシウムを除く) 鉱石 (燃料に属するものを除く) 登録年月日 平成 6 年 9 月 2 8 日</p>
10 番	<p>(抹消)</p> <p>防護標章登録番号 第10号 出願年月日 平成 6 年 3 月 1 5 日 出願番号 06-025478 出願公告年月日 平成 8 年 4 月 2 3 日 出願公告番号 08-050865 査定年月日 平成 8 年 8 月 2 9 日 商品及び役務の区分 第23類 指定商品 糸 (脱脂屑糸を除く。), 脱脂屑糸 登録年月日 平成 9 年 1 月 2 9 日</p>
11 番	<p>(抹消)</p> <p>防護標章登録番号 第11号 出願年月日 平成 6 年 3 月 1 5 日 出願番号 06-025477 査定年月日 平成 10 年 6 月 5 日 区分の数 1 商品及び役務の区分 第17類 指定商品 ゴム, 糸ゴム及び被覆ゴム糸 (織物用のものを除く。), 化学繊維糸 (織物用のものを除く。), ゴム製又はバルカンファイバー製のバルブ (機械要素に当たるものを除く。), プラスチック基礎製品, 石綿糸, 石綿の板, 石綿の粉, オイルフェンス, ガスケット, 管継ぎ手 (金属製のものを除く。), パッキング, 消防用ホース, 石綿製防火幕 登録年月日 平成 10 年 9 月 4 日</p>
12 番	<p>【防護標章登録の登録の抹消】 原因 平成 9 年 7 月 2 1 日 存続期間満了 防護標章登録第1号の登録の抹消 登録年月日 平成 14 年 6 月 1 2 日</p>
13 番	<p>【防護標章登録の登録の抹消】 原因 平成 9 年 1 1 月 2 4 日 存続期間満了 防護標章登録第2号の登録の抹消 登録年月日 平成 14 年 6 月 1 2 日</p>
14 番	<p>【防護標章登録の登録の抹消】 原因 平成 10 年 3 月 2 3 日 存続期間満了 防護標章登録第3号の登録の抹消 登録年月日 平成 14 年 6 月 1 2 日</p>
15 番	<p>【防護標章登録の登録の抹消】 原因 平成 10 年 5 月 1 9 日 存続期間満了 防護標章登録第4号の登録の抹消 登録年月日 平成 14 年 6 月 1 2 日</p>
16 番	<p>【防護標章登録の登録の抹消】 原因 平成 11 年 1 月 2 5 日 存続期間満了 防護標章登録第5号の登録の抹消 登録年月日 平成 14 年 6 月 1 2 日</p>

商

商標登録第 1 7 3 9 7 7 0 号

第 二 表 示 部

表示番号 (付記)	登 録 事 項
17番	<p>【防護標章登録の登録の抹消】 原因 平成12年 1月25日 存続期間満了 防護標章登録第6号の登録の抹消</p> <p>登録年月日 平成14年 6月12日</p>
18番	<p>【防護標章登録の登録の抹消】 原因 平成12年 7月31日 存続期間満了 防護標章登録第7号の登録の抹消</p> <p>登録年月日 平成14年 6月12日</p>
19番	<p>【防護標章登録の登録の抹消】 原因 平成13年 1月28日 存続期間満了 防護標章登録第8号の登録の抹消</p> <p>登録年月日 平成14年 6月12日</p>
20番	<p>【防護標章登録の登録の抹消】 原因 平成16年 9月28日 存続期間満了 防護標章登録第9号の登録の抹消</p> <p>登録年月日 平成16年12月 1日</p>
21番	<p>【防護標章登録の登録の抹消】 原因 平成19年 1月29日 存続期間満了 防護標章登録第10号の登録の抹消</p> <p>登録年月日 平成19年 4月 4日</p>
22番	<p>【防護標章登録の登録の抹消】 原因 平成20年 9月 4日 存続期間満了 防護標章登録第11号の登録の抹消</p> <p>登録年月日 平成20年11月 5日</p>

連 合 商 標 登 録 番 号 記 録 部

第0070688号	第0070688号	第0002506号	第0002507号	第0002508号
第0002509号	第0028476号	第0028477号	第0028480号	第0028481号
第0028485号	第0028483号	第0028488号	第0028489号	第0028490号
第0055083号	第1110386号	第1334088号	第1334089号	第1334091号
第1334092号	第1334093号	第1334094号	第1334095号	第1334096号
第1334097号	第1334098号	第1334099号	第1335000号	第1400457号
第1542071号	第1542072号	第1503104号	第1612023号	第1620005号
第1730766号	第1730767号	第1730768号	第1730769号	第1730771号
第1008560号	第1057561号	第2353050号	第2301540号	第2301546号
第2361550号	第2373717号	第2518720号	第2677001号	第3114103号
第3152701号	第3152702号	第3152703号	第3152704号	第3152705号
第3152706号	第3152707号	第3152708号	第3210516号	第3246132号

登 録 料 記 録 部

登録料	
10年分 金額 151000円 納付日 平成16年 9月17日	
甲 区	
順位番号 (付記)	登 録 事 項
1番	<p>東京都新宿区西新宿3丁目20番1号 株式会社ロッテ</p> <p>登録年月日 昭和60年 1月23日</p>

商

商 標 登 録 第 1 7 3 9 7 7 0 号

甲

区

順位番号
(付記)

登

録

事

項

2 番

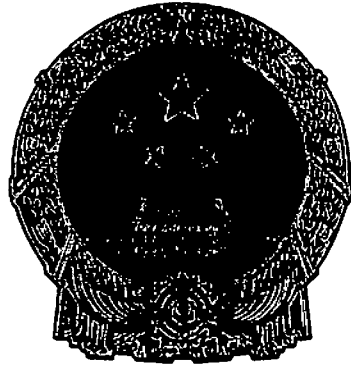
【一般承継による本権の移転】
受付年月日 平成19年 9月19日
東京都新宿区西新宿三丁目20番1号

受付番号 020146
株式会社ロッテ
登録年月日 平成19年10月 3日

(以下余白)



第 4741917 号



商标注册证

LOTTE

核定使用商品(第 30 类)

可可；咖啡；咖啡饮料；可可饮料；巧克力饮料；茶；茶饮料；糖；糖果；牛奶硬块糖（糖果）；非医用口香糖；巧克力；甜食；软糖（糖果）；糖果（锭剂）；糖果锭剂（糖果）；杏仁糖；花生糖果；食用糖果；果冻（糖果）；果胶（软糖）；人参糖；琥珀花生；奶片（糖果）；蜂蜜；面包干；饼干；饼干（曲奇）；华夫饼干；果子面包；蛋糕；甜食；糖点（酥皮糕点）；蛋白杏仁饼（糕点）；面包；馅饼（点心）；夹心面包、三明治；糕点；圆面包；布丁；果馅饼；燕麦片；燕麦粥；饼干（克力架）；牛奶蛋糕；米糕；汉堡包；蜂糕；热狗；月饼；（意大利）式烘馅饼；馅饼；（墨西哥）炸玉米卷；盒饭；谷类制品；（见附页）

注册人 罗蒂株式会社
LOTTE CO., LTD.

注册地址 日本东京都新宿区西新宿 3-20-1
3-20-1, NISHI-SHINJUKU, SHINJUKU-KU, TOKYO, JAPAN

注册有效期限 自公元 2008 年 03 月 07 日至 2018 年 03 月 06 日止

局长签发

安青虎





"ZC4741917 ZC"

第 4741917 号

核定使用商品 第 30 类

玉米片；谷物片；薄片（谷类产品）；谷制食品糊；玉米花；米果；膨化土豆片；膨化水果片、蔬菜片；含淀粉食品；冰淇淋；刨冰（冰）；加果汁的碎冰（冰块）；食用冰；冻酸奶（冰冻甜点）；冰冻酸乳酪（糖果冰）；冰棍；冰糕；冰砖；调味品；多香果（香料）（截止）

BUNDESREPUBLIK DEUTSCHLAND



BESCHEINIGUNG

über die in das Register eingetragenen Angaben

Die Marke mit der Registernummer **304 25 608** ist mit den folgenden Angaben in das Register des Deutschen Patent- und Markenamts eingetragen.

Die Schutzdauer der Marke beginnt mit dem Anmeldetag und endet am 31.05.2014 .
Eine Verlängerung um jeweils zehn Jahre ist gemäß § 47 Markengesetz möglich.

München, den 16.06.2005
Der Präsident des Deutschen Patent- und Markenamts
im Auftrag

A handwritten signature in black ink, appearing to read 'J. Kühne'.

Kühne

[111] Registernummer: 304 25 608

[220] Anmeldetag: 10.05.2004

[511] Leitklasse: 30



[210] Aktenzeichen: 304 25 608.0/30

[442] Bekanntmachungstag:

[151] Tag der Eintragung: 19.07.2004

[450] Tag der Veröffentlichung der Eintragung: 20.08.2004

[540] Marke: Lotte

[----] Markenform: Wortmarke

[591] Farbige Eintragung mit folgenden Farben: -

[551] Kollektivmarke: -

[571] Der Anmeldung ist eine Beschreibung beigelegt: -

[521] Durchgesetzte Marke: -

[521] Durchgesetzter Markenbestandteil: -

[---] Internationale Registrierung: -

[390] Telle-Quelle-Marke: -

[521] Verlängert mit Wirkung vom:

[732] Name und Sitz des Inhabers der Marke:

Lotte Co. Ltd., Tokio/Tokyo, JP

Name/Sitz des Inhaber seit: 26.11.2004

[750] Zustellanschrift:

Patentanwälte Splanemann Reitzner Baronetzky Westendorp, Rumfordstr. 7, 80469 München

[740] Name und Sitz des gegenwärtigen Vertreters:

PAe Splanemann Reitzner Baronetzky Westendorp, 80469 München

[510] Verzeichnis der Waren und Dienstleistungen:

Kaugummi, nicht für medizinische Zwecke;

[511] Klassen: 30

[300] Unionspriorität (Datum, Land, Aktenzeichen):

-

[230] Ausstellungspriorität (Datum, Angaben zur Ausstellung):

-

[300] Gemeinschaftspriorität (Datum, EM, Aktenzeichen):

-

[---] Seniorität nach Art.34 GMV für folgende Gemeinschaftsmarke: -

[----] keine Widersprüche

Dingliche Rechte, Konkursverfahren, Zwangsvollstreckung

Art der Belastung: - eingetragen am: -

Teilungen:

abgeteilte Marken:

Berichtigungen:

EDV-Verfahrensstand: Wid.frist ohne Widersp. abgel. (veröffentl.)(22.12.2004)



Deutsches Patent- und Markenamt
Dienststelle Jena



Jena, den 25.02.2014

Tel.: +49 (0)3641 40-5722 · Fax: +49 (0)3641 40-5690

Bearbeiter: [REDACTED]

Register-Nr.: **304 25 608**

Inhaber: Lotte Co. Ltd., Tokio/Tokyo, JP

Ihr Zeichen: 3142-V-23.008

Deutsches Patent- und Markenamt · 07738 Jena

Splanemann Patentanwälte
Rechtsanwälte Partnerschaft
Rumfordstr. 7
80469 München

Eingang

- 3. März 2014

Patentanwälte

Bitte bei allen Eingaben Aktenzeichen/Registernummer
und Name des Anmelders/Inhabers, bei Zahlungen
zusätzlich die Gebührennummer angeben!

Verlängerungsbestätigung

Sehr geehrte [REDACTED]

die Verlängerung der Schutzdauer der Wortmarke 304 25 608

Lotte

wurde im Register vermerkt.

Die neue Schutzdauer endet am 31.05.2024.

Eine Veröffentlichung erfolgt (voraussichtlich) im Teil 4 des Markenblatt-Heftes 13/2014
(28.03.2014).

Mit freundlichen Grüßen

Markenabteilung



Höfer
Tarifbeschäftigte

X3103
05.04.11

Postanschriften:
Deutsches Patent- und Markenamt
80297 München

Deutsches Patent- und Markenamt
Technisches Informationszentrum
10558 Berlin

Deutsches Patent- und Markenamt
Markenabteilung
80297 München

Deutsches Patent- und Markenamt
Markenabteilung
07738 Jena

Internet: <http://www.dpma.de>

Bankverbindung

Zahlungsempfänger:

Bundeskasse HaferDPMA

IBAN: DE84 7000 0000 0070 0010 54

BIC (SWIFT-Code): MARKDEF1700

Anschrift der Bank:

Bundeskassenzentrale München

Leopoldstr. 234, 80807 München

Dienstgebäude:
Zweibrückenstraße 12
80331 München
(mit Nachbriefkasten)

Gitschiner Straße 97
10969 Berlin
(mit Nachbriefkasten)

Cincinnatistraße 64
81549 München

Telefon: +49 (0)89 2195-0

Telefax: +49 (0)89 2195-4000

Goethestraße 1
07743 Jena
(mit Nachbriefkasten)

Telefon: +49 (0)3641 40-54

Telefax: +49 (0)3641 40-5690



TRADE MARKS ACT, 1938

LOTTE

*The Trade Mark shown above has been registered in Part A of the
 Register in the name of Lotte Shoji Kabushiki Kaisha (Lotte Shoji
 Company Limited), a Joint Stock Company
 organised and existing under the laws of Japan*
in Class 30 Schedule IV under

No. 911287 as of the date 27th June 19 67 in respect of
 Chewing gum and chocolate.

Sealed at my direction this 12th day of March 19 70

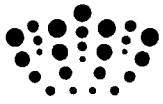
The Trade Marks Registry, Patent Office,
 25, Southampton Buildings, London, W.C.2.

**EDWARD ARMITAGE,
 REGISTRAR.**

Registration is for 7 years from the date first above mentioned, and may then be renewed, and
 also at the expiration of each period of 14 years thereafter.

This certificate is not for use in Legal Proceedings or for obtaining Registration abroad.

NOTE—Upon any change of ownership of this Trade Mark, or change in address,
 applications should AT ONCE be made to the Registrar to register the change.



CPA Global Ltd (TMKS)
Liberation House
Castle Street
St Helier
JERSEY
JE1 1BL

12 March 2012

CERTIFICATE OF RENEWAL OF TRADE MARK

Trade Mark Number	:	911287
in Class(es)	:	30
registered in the name of	:	Lotte Co., Ltd
has been renewed until	:	27 June 2022
Your Reference	:	297872

IMPORTANT We have shown the first 100 characters of the owner's name as recorded in the Register of Trade Marks. If this is wrong, please fill in and send us a form TM16 if ownership has changed or a form TM21 for other changes.

If you have any queries on this renewal, they should be addressed to the Renewals Section on 01633 814433

ค.ม.1



ทะเบียนเลขที่ ค350281

คำขอเลขที่ 765810

หนังสือสำคัญแสดงการจดทะเบียนเครื่องหมายการค้า ออกให้แก่

ลอตเต้ โกลด์, แอลทีดี.

เพื่อแสดงว่าเครื่องหมายการค้านี้ได้จดทะเบียนแล้ว สำหรับสินค้า หมากรัฟฟ์ที่ไม่ใช้ในทางการแพทย์
ช็อคโกแลต ลูกกวาดใช้กับอาหาร คาราเมล บิสกิต ขนมคุกกี้ ขนมปังกรอบ ขนมเค้ก อาหารแผ่นทำจากธัญพืช
ไอศกรีม น้ำแข็งที่รับประทานได้ ขนมหวาน เพสตรี้ ขนมปัง

ในจำนวนที่ 30 (ตามพระราชบัญญัติเครื่องหมายการค้า พ.ศ. 2534 แก้ไขเพิ่มเติม พ.ศ. 2543)

การจดทะเบียนเครื่องหมายการค้านี้ มีอายุ 10 ปี นับแต่วันที่จดทะเบียน และอาจต่ออายุได้ทุกๆ 10 ปี

จดทะเบียน ณ วันที่ 29 เมษายน พ.ศ. 2553

LOTTE

ออกให้ ณ วันที่ 29 เมษายน พ.ศ. 2553



กรมทรัพย์สินทางปัญญา

หมายเหตุ

- (1) การต่ออายุการจดทะเบียน ต้องขอภายในเก้าสิบวันก่อนวันสิ้นอายุ (สิ้นสุด ณ วันที่ 28/04/2563)
- (2) การต่ออายุทะเบียนเครื่องหมายการค้าและการเปลี่ยนแปลงรายการข้างต้น ให้ดูหน้าต่อไป

TRANSLATION

THAILAND

(GOVERNMENT EMBLEM)

T.M. 1

Registration No. Kor350281

Application No. 765810

CERTIFICATE OF TRADEMARK REGISTRATION

Issued to

LOTTE CO., LTD.

To certify that this trademark has been registered for

1. Chewing gum (not for medical purposes) 2. Chocolate 3. Candy for food 4. Caramels 5. Biscuits 6. Cookies 7. Crackers 8. Cakes 9. Chips (cereal products) 10. Ice cream 11. Edible ices 12. Confectionery 13. Pastries 14. Bread

In class I.C.30 new class under the trademarks Act B.E. 2534 (1991)

This registration is valid for 10 years from the registration date and may be renewed every ten years.

LOTTE

Registered on 29 day of April B.E. 2553 (2010)

Issued on 25 day of June B.E. 2555 (2012)

TM.
LOTTE (logo)

(Signature)

MR. SURAPOL PHUANPHONG
REGISTRAR

Registration and official documents Division
Intellectual Property Department

Note: (1) The renewal must be filed within 90 days before the expiry date. (Expiry date : 28-Apr-2020)
(2) The renewal and changes of the above mentioned, see next page.

United States of America

United States Patent and Trademark Office

LOTTE

Reg. No. 3,904,137

Registered Jan. 11, 2011

Int. Cl.: 30

TRADEMARK

PRINCIPAL REGISTER

LOTTE CO., LTD. (JAPAN CORPORATION)
20-1, NISHISHINJUKU 3-CHOME, SHINJUKU-KU
TOKYO, JAPAN 160-0023

FOR: BISCUITS; BREAD; BREAKFAST CEREALS; CANDY FOR FOOD; CARAMELS;
CHEWING GUM, NOT FOR MEDICAL PURPOSES; CHOCOLATE; CONFECTIONERY CHIPS
FOR BAKING; COOKIES; EDIBLE ICES; ICE CREAM; PASTRIES, IN CLASS 30 (U.S. CL.
46).

FIRST USE 9-1-1978; IN COMMERCE 9-1-1978.

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

OWNER OF U.S. REG. NOS. 903,113 AND 1,674,420.

SER. NO. 85-050,066, FILED 5-28-2010.

CHARLOTTE CORWIN, EXAMINING ATTORNEY



David J. Kybas

Director of the United States Patent and Trademark Office

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[\[DETAIL\]](#)

Reg. No.1739770

ORIGINAL

(111) 1739770
(540)

[1/1]

(111) [Registration number] 1739770
(151) [Registration date] 1985/01/23
(210) [Application number] S54-005541
(220) [Application date] 1979/01/30
[Date of entry into force of prior right] 1979/01/30
[Date of final disposition]
[Type of final disposition]
[Type of application]

[Trademark(for retrieval)] LOTTE
(541) [Trademark(Standard characters)]
(561) [Transliteration(reference)] ロッテ
(531) [Figure Term(Vienna Classification)]

(732) [Holder]
[Name] 株式会社ロッテ

[Similar group code] 30A01
[Applied law] Trademark Law in 1996
[Edition of International Classification] 8
(500) [Number of class] 1
(511)(512) [Class, Goods and Services]

LOTTE

Exhibit B

TLD Registration Policies

[to be attached by Registry Operator]

.lotte

Domain Name Registration Policies

(August 26, 2014)

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Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement ("the Registry-Registrar Agreement") with the Registry Operator and is authorized to register names in the .lotte TLD.
Affiliate	means an 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 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 an entity, whether through the ownership of securities, as a trustee or executor, by contract, credit arrangement or otherwise;
Applicant	means an eligible company or organization that applies to register a .lotte domain name via a dedicated account held with an accredited registrar;
Dedicated Account	means an account held with a registrar and pre-verified by the registry that is required in order to register a domain name during all registration phases.
Domain Name	means a name at the second level within the .lotte TLD.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
IDN	means Internationalized Domain Name.
Policies	means these .lotte Domain Name Registration Policies, the Acceptable Use and Anti-abuse Policy, IDN Policy, and WHOIS Access Policy and any other policy pertaining to the operation of .lotte including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Registrant	means the entity in whose name a Domain Name is registered, who is the Registry or an affiliate of the Registry.
Registry	means Lotte Holdings Co., Ltd.
TLD	means Top-Level Domain

**Trademark Claims
Notice Service**

one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.

**Trademark
Clearinghouse**

A repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.

UDRP

means the Uniform Dispute Resolution Policy as described at <http://www.icann.org/dndr/udrp/policy.htm>.

URS

means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .lotte TLD, setting out the basic rules and procedures applicable to:
 - Applicants submitting an Application with the Registry;
 - the Registry;
 - the Accredited Registrars;
 - the Trademark Clearinghouse Operator; and
 - any eligible entity interested in registering a Domain Name.

All other policies governing the operation of the .lotte TLD are available on the Registry Website.

Launch Phases

Phase	Length	Description
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to trademark holder;
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Services(Phase 1) will be in effect for at least the first 90 days of General Availability. The Registry will provide at least 10 calendar days notice of any changes via the Registry Website.

Chapter 1. Domain Name Registration and Allocation

1.1. Purpose and Principles

The .lotte TLD is a domain for Lotte Holdings Co., Ltd. and its affiliates. The purpose of .lotte is to reinforce the LOTTE brand on the Internet, provide a uniform online presence, and a trusted and secure namespace in which Internet users can interact with the company

1.2. Registration Eligibility

1.2.1. Domain names in the .lotte TLD can only be registered to, and maintained by the Registry and its Affiliates. Only companies (the Registry and its affiliates) are permitted to become registrants. Individuals, including employees and board members of Lotte Holdings Co., Ltd., are not eligible to register .lotte domain names.

1.2.2 In all phases of registration, registrants must create a dedicated .lotte account with a .lotte accredited registrar in order to apply for a domain name registration or to register a domain name. Access to the dedicated account is limited to authorized administrative contacts. Applications for dedicated accounts are subject to pre-verification conducted by the Registry and must be signed with the Applicant's company seal or signature of management staff

1.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, the Registry and its affiliates will be entitled to request the registration of any domain name via a .lotte accredited registry.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

1.4. Domain Name Syntax Requirements; Reserved Names

Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

Syntax Requirements for IDN Domain Names

- the "A-label" must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the .lotte IDN policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

Article 1.5. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

Article 1.6. Other Provisions

Transfer of Use

Registrants may not sell, distribute or transfer control or use of a .lotte domain name to any party that is not an Affiliate of the Registry.

WHOIS Accuracy

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

Article 1.7. Abusive Use and Dispute Resolution

UDRP

UDRP is applicable to all .lotte registrations.

URS

The URS System is applicable to all .lotte registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

Acceptable Use and Anti-Abuse Policy

Abusive use definitions and policy are provided for separately in the Acceptable Use and Anti-abuse Policy available on the Registry Website.

Chapter 2. The Trademark Claims Notice Services

2.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for Trademark holders.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

2.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term

The Trademark Claims Notice Services for the first 90 days after launch of the TLD. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day after launch and continue on an ongoing basis.

Trademark Claims Notices

When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time at the time of registration. The Claims notice **MUST** be provided in English, and **SHOULD** be provided in the language of the registrar's registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

Notice of Registered Names ("NORNs")

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Chapter 3. General Provisions

3.1.Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

3.2.Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

3.3.Representations and Warranties

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the .lotte Abusive Use and Dispute Resolution Policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

Article 3.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided in WHOIS information. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

Article 3.5. Severability

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

Article 3.6. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 3.7. Compliance with Law

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

Article 3.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 3.9. Applicable Law; Jurisdiction

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.