

.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

LPL Holdings, Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .LPL TLD (the "Registry Agreement"), hereby applies for .LPL 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] [REDACTED] at [REDACTED] [REDACTED] a copy also sent to [REDACTED] [REDACTED] at [REDACTED]

Submitted by: [REDACTED]
Position: Partner, Hogan Lovells (Paris) LLP
Dated: 28 August 2014
Email: [REDACTED]

Exhibit A
Trademark Registration

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office **Reg. No. 1,801,076**
Registered Oct. 26, 1993

**SERVICE MARK
PRINCIPAL REGISTER**

LPL

LINSCO/PRIVATE LEDGER CORP. (CALIFOR-
NIA CORPORATION)
155 FEDERAL STREET, 14TH FLOOR
BOSTON, MA 02110

FIRST USE 1-0-1992; IN COMMERCE
1-0-1992.

SER. NO. 74-351,207, FILED 1-22-1993.

FOR: FINANCIAL MANAGEMENT SERV-
ICES, IN CLASS 36 (U.S. CL. 102).

KATHERINE STOIDES, EXAMINING ATTOR-
NEY

Exhibit B

TLD Registration Policies

.LPL Domain Name Registration Policy

Version: 2014-08-28

1. SECTION 1 - INTRODUCTION

The .LPL Domain Name Registration Policy (the "Policy") governs the registration of domain names under the TLD .LPL which is owned and operated by the Registry Operator, namely LPL Holdings, Inc., 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 .LPL 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 .LPL 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 .LPL 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 .LPL TLD

The Registry Operator will operate the .LPL TLD on a restricted basis and will only permit domain name registrations at any level under the .LPL 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 .LPL TLD.

In addition, the Registry Operator does not intend to sell, distribute or transfer control or use of any domain name registrations in the .LPL 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 .LPL TLD.

No proxy or anonymous registrations will be allowed under the .LPL 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 .LPL 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 .LPL 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 .LPL 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 .LPL 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 .LPL 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

