

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

NFL Reg Ops LLC ("Registry Operator"), in connection with the execution of the Registry Agreement for the .NFL TLD (the "Registry Agreement"), hereby applies for the .NFL 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:

1. The NFL string is identical to the textual elements of the registered trademark NFL, U.S. Reg. No. 3,394,343. Attached is a copy of the registration certificate and the U.S. Patent and Trademark Office Trademark Status and Document Retrieval database record for Reg. No. 3,394,343;
2. The NFL trademark is recorded with, and has been issued a signed mark data file by, the Trademark Clearinghouse;
3. The NFL trademark is owned by the National Football League, an Affiliate of Registry Operator; is used continuously by Affiliates of Registry Operator in the ordinary course of those Affiliates' business in connection with the offering of the goods and services covered by the trademark registration; was issued to National Football League prior to the filing by Registry Operator of its .NFL TLD registry application with ICANN;
4. The NFL trademark does not begin with a period or a dot; and is used by Affiliates of Registry Operator in the conduct of one or more of their businesses that are unrelated to the provision of TLD Registry Services;
5. Only Registry Operator and its Affiliates or Trademark Licensees will be registrants of domain names in the .NFL TLD and control the DNS records associated with domain names at any level in the .NFL TLD; and
6. The .NFL TLD is not a Generic String TLD (as defined in Specification 11).

Registry Operator also represents that (i) all supplemental material accompanying this application is accurate and not misleading in any respect; and (ii) the trademark registration and copy of the current PTO TSDR record 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 .NFL 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] at [REDACTED].

Submitted by: [REDACTED]  
Position: Vice President, NFL Reg Ops  
LLC  
Dated: August 4, 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration and Current PTO TSDR Record**

**Int. Cls.: 9, 14, 16, 25, 38 and 41**

**Prior U.S. Cls.: 2, 5, 21, 22, 23, 26, 27, 28, 29, 36, 37,  
38, 39, 50, 100, 101, 104 and 107**

**Reg. No. 3,394,343**

**United States Patent and Trademark Office**      **Registered Mar. 11, 2008**

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**TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER**

**NFL**

NATIONAL FOOTBALL LEAGUE (NEW YORK  
UNINC. ASSOCIATION)  
280 PARK AVENUE  
NEW YORK, NY 10017

FOR: FOOTBALL HELMETS, CELL PHONE COVERS, SPECIAL HOLSTERS AND ACCESSORIES IN CONNECTION THEREOF FOR CARRYING CELLULAR TELEPHONES, CELL PHONE FACE PLATES, MAGNETIC CODED CHARGE CARDS, DECORATIVE MAGNETS, PRERECORDED COMPACT DISCS, AUDIO TAPES, VIDEOTAPES AND DVDS FEATURING THE SPORT OF FOOTBALL, COMPUTER GAME SOFTWARE AND DISKS, COMPUTER MOUSE PADS, SUNGLASSES, EYEGLASS CASES, AND CD STORAGE CASES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-1970; IN COMMERCE 1-1-1970.

FOR: JEWELRY, CLOCKS, PINS, BRACELETS, CHARMS, RINGS, COLLECTIBLE COINS, COMMEMORATIVE COINS, COINS OF PRECIOUS METAL, PENDANTS AND KEY CHAINS MADE OF PRECIOUS METAL, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FIRST USE 1-1-1980; IN COMMERCE 1-1-1980.

FOR: POSTERS, CALENDARS, TRADING CARDS, SERIES OF BOOKS RELATING TO FOOTBALL, MAGAZINES RELATING TO FOOTBALL, NEWSLETTERS RELATING TO FOOTBALL, NOTEPADS, STICKERS, BUMPER STICKERS, PAPER PENNANTS AND GREETING CARDS; PRINTED TICKETS TO SPORTS GAMES AND EVENTS; NOTE PAPER, PICTORIAL PRINTS, PICTURE POSTCARDS, ART PICTURES, STATIONERY, ENVELOPES, STATIONERY-TYPE PORTFOLIOS, CHECKBOOK COVERS, TISSUE PAPER, WRAPPING PAPER, PAPER TABLE CLOTHS, PAPER

NAPKINS, PAPER PARTY INVITATIONS, PAPER GIFT CARDS; PAPER GIFT BAGS, PAPER DECORATIONS; COLLECTIBLE CARDS; COLLECTIBLE CARD AND MEMORABILIA HOLDERS; SOUVENIR PROGRAMS FOR SPORTS EVENTS; MONEY CLIPS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-1-1970; IN COMMERCE 1-1-1970.

FOR: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, FLEECE TOPS AND BOTTOMS, HEADWEAR, CAPS, KNIT HATS, T-SHIRTS, SHIRTS, TURTLENECKS, SWEATSHIRTS, SHORTS, TANK TOPS, SWEATERS, PANTS, JACKETS, GOLF SHIRTS, KNIT SHIRTS, JERSEYS, WRISTBANDS, WARM UP SUITS, GLOVES, TIES, CLOTH BIBS; SLEEPWEAR, NAMELY, BATHROBES, NIGHT SHIRTS AND PAJAMAS; UNDERWEAR, SOCKS; TOWELS; FOOTWEAR; SNEAKERS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 10-15-1941; IN COMMERCE 10-15-1941.

FOR: TELEVISION BROADCASTING SERVICES; TELEVISION TRANSMISSION SERVICES; CABLE TELEVISION BROADCASTING; RADIO BROADCASTING; BROADCASTING PROGRAMMING ON THE INTERNET; INFORMATION TRANSMISSION VIA ELECTRONIC COMMUNICATIONS NETWORKS; TRANSMISSION OF INFORMATION THROUGH VIDEO COMMUNICATION SYSTEMS; COMMUNICATION SERVICES, NAMELY, AUDIO AND VIDEO BROADCASTING; BROADCASTING SERVICES AND PROVISION OF TELECOMMUNICATION ACCESS TO VIDEO AND AUDIO CONTENT PROVIDED VIA A VIDEO ON DEMAND; STREAMING OF AUDIO MATERIAL ON THE INTERNET; STREAMING OF VIDEO MATERIAL AND PODCASTS ON THE INTERNET; ELECTRONIC DELIVERY OF IMAGES AND PHOTOS VIA A

GLOBAL COMPUTER NETWORK; PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR THE PURPOSE OF PARTICIPATING IN INTERACTIVE POLLING IN THE FIELD OF FOOTBALL; WIRELESS COMMUNICATIONS SERVICES, NAMELY, TRANSMISSION OF TEXT, GRAPHICS, DATA, AND ENTERTAINMENT INFORMATION TO MOBILE PHONES; MOBILE MEDIA AND ENTERTAINMENT SERVICES IN THE NATURE OF ELECTRONIC TRANSMISSION OF ENTERTAINMENT MEDIA CONTENT, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 6-1-1941; IN COMMERCE 6-1-1941.

FOR: EDUCATION AND ENTERTAINMENT SERVICES IN THE NATURE OF PROFESSIONAL FOOTBALL GAMES AND EXHIBITIONS; PROVIDING SPORTS AND ENTERTAINMENT INFORMATION VIA A GLOBAL COMPUTER NETWORK OR A COMMERCIAL ON-LINE COMPUTER SERVICE OR BY CABLE, SATELLITE, TELEVISION AND RADIO; ARRANGING AND CONDUCTING ATHLETIC COMPETITIONS, NAMELY, PROFESSIONAL FOOTBALL GAMES AND EXHIBITIONS; FOOTBALL FAN CLUB SERVICES; ENTERTAINMENT SERVICES, NAMELY, MUSICAL AND

DANCE PERFORMANCES PROVIDED DURING INTERVALS AT SPORTS EVENTS; EDUCATIONAL SERVICES, NAMELY, PHYSICAL EDUCATION PROGRAMS; PRODUCTION OF RADIO AND TELEVISION PROGRAMS; LIVE SHOWS FEATURING FOOTBALL GAMES, EXHIBITIONS, COMPETITIONS, AND MUSICAL AND DANCE PERFORMANCES; SPORTING AND CULTURAL ACTIVITIES; PUBLICATION OF TEXTS OTHER THAN PUBLICITY TEXTS; DISTRIBUTION OF TELEVISION PROGRAMMING TO CABLE AND SATELLITE TELEVISION SYSTEMS; DISTRIBUTION OF TELEVISION PROGRAMS FOR OTHERS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-1-1941; IN COMMERCE 6-1-1941.

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

OWNER OF U.S. REG. NOS. 886,055, 2,919,270 AND OTHERS.

SER. NO. 77-177,753, FILED 5-10-2007.

STEPHANIE ALI, EXAMINING ATTORNEY

Generated on: This page was generated by TSDR on 2014-07-29 11:31:14 EDT

Mark: NFL

NFL

US Serial Number: 77177753  
Application Filing Date: May 10, 2007  
US Registration Number: 3394343  
Registration Date: Mar. 11, 2008  
Register: Principal  
Mark Type: Trademark, Service Mark  
Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.  
Status Date: Mar. 14, 2014  
Publication Date: Dec. 25, 2007

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## Mark Information

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Mark Literal Elements: NFL  
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.  
Mark Drawing Type: 4 - STANDARD CHARACTER MARK  
Color(s) Claimed: Color is not claimed as a feature of the mark.

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## Related Properties Information

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International Registration Number: 0952106, 0952106B, 0952106A  
International Application(s) /Registration(s) Based on this Property: A0009645/0952106, A0009645/0952106B, A0009645/0952106A  
Claimed Ownership of US Registrations: 0886055, 1056303, 2919270 and others

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## Goods and Services

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Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*..\* identify additional (new) wording in the goods/services.

**For:** Football helmets, cell phone covers, [special holsters and accessories in connection thereof for carrying cellular telephones.] cell phone face plates, magnetic coded charge cards, decorative magnets, prerecorded compact discs, [audio tapes, videotapes] and DVDs featuring the sport of football, computer game software and disks, computer mouse pads, sunglasses, [eyeglass cases,] and CD storage cases

**International Class(es):** 009 - Primary Class

**U.S Class(es):** 021, 023, 026, 036, 038

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jan. 01, 1970

**Use in Commerce:** Jan. 01, 1970

**For:** Jewelry, [clocks,] pins, bracelets, charms, rings, collectible coins, commemorative coins, coins of precious metal, pendants and key chains made of precious metal

**International Class(es):** 014 - Primary Class

**U.S Class(es):** 002, 027, 028, 050

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jan. 01, 1980

**Use in Commerce:** Jan. 01, 1980

**For:** Posters, calendars, trading cards, series of books relating to football, magazines relating to football, [newsletters relating to football,] notepads, stickers, bumper stickers, [paper pennants] and [greeting cards,] printed tickets to sports games and events; note paper, pictorial prints, picture postcards, art pictures, [stationery,] [envelopes,] stationery-type portfolios, [checkbook covers,] [tissue paper,] wrapping paper, paper table cloths, paper napkins, paper party invitations, paper gift cards; paper gift bags, paper decorations; collectible cards; collectible card and memorabilia holders; souvenir programs for sports events; money clips

**International Class(es):** 016 - Primary Class

**U.S Class(es):** 002, 005, 022, 023, 029, 037, 038, 050

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jan. 01, 1970

**Use in Commerce:** Jan. 01, 1970

**For:** Men's, women's and children's clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, shirts, turtlenecks, sweatshirts, shorts, tank tops, sweaters, pants, jackets, golf shirts, knit shirts, jerseys, wristbands, warm up suits, gloves, ties, cloth bibs; sleepwear, namely, bathrobes, night shirts and pajamas; underwear, socks; towels; footwear; sneakers

**International Class(es):** 025 - Primary Class

**U.S Class(es):** 022, 039

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Oct. 15, 1941

**Use in Commerce:** Oct. 15, 1941

**For:** Television broadcasting services; television transmission services; cable television broadcasting; radio broadcasting; broadcasting programming on the Internet; information transmission via electronic communications networks; transmission of information through video communication systems; communication services, namely, audio and video broadcasting; broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand; streaming of audio material on the Internet; streaming of video material and podcasts on the Internet; electronic delivery of images and photos via a global computer network; providing multiple-user access to a global computer information network for the purpose of participating in interactive polling in the field of football; wireless communications services, namely, transmission of text, graphics, data, and entertainment information to mobile phones; mobile media and entertainment services in the nature of electronic transmission of entertainment media content

**International Class(es):** 038 - Primary Class

**U.S Class(es):** 100, 101, 104

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jun. 01, 1941

**Use in Commerce:** Jun. 01, 1941

**For:** Education and entertainment services in the nature of professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line computer service or by cable, satellite, television and radio; arranging and conducting athletic competitions, namely, professional football games and exhibitions; football fan club services; entertainment services, namely, musical and dance performances provided during intervals at sports events; educational services, namely, physical education programs; production of radio and television programs; live shows featuring football games, exhibitions, competitions, and musical and dance performances; sporting and cultural activities; [publication of texts other than publicity texts;] distribution of television programming to cable and satellite television systems; distribution of television programs for others

**International Class(es):** 041 - Primary Class

**U.S Class(es):** 100, 101, 107

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jun. 01, 1941

**Use in Commerce:** Jun. 01, 1941

## Basis Information (Case Level)

**Filed Use:** Yes

**Currently Use:** Yes

**Amended Use:** No

**Filed ITU:** No

**Currently ITU:** No

**Amended ITU:** No

**Filed 44D:** No

**Currently 44D:** No

**Amended 44D:** No

**Filed 44E:** No

**Currently 44E:** No

**Amended 44E:** No

**Filed 66A:** No

**Currently 66A:** No

**Filed No Basis:** No

**Currently No Basis:** No

## Current Owner(s) Information

**Owner Name:** National Football League

**Owner Address:** 345 Park Ave  
New York, NEW YORK 10154  
UNITED STATES

**Legal Entity Type:** UNINCORPORATED ASSOCIATION

**State or Country Where Organized:** NEW YORK

## Attorney/Correspondence Information

### Attorney of Record

**Attorney Name:** [REDACTED]

**Docket Number:** NFL - 9,14,1

**Attorney Primary Email Address:** [REDACTED]

**Attorney Email Authorized:** No

### Correspondent

**Correspondent Name/Address:** [REDACTED]  
National Football League  
345 Park Ave  
NEW YORK, NEW YORK 10154  
UNITED STATES

**Phone:** [REDACTED]

**Domestic Representative - Not Found**

## Prosecution History

Date	Description	Proceeding Number
Mar. 14, 2014	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED	
Mar. 14, 2014	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	68973
Feb. 19, 2014	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	68973
Mar. 08, 2014	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	68973
Feb. 19, 2014	TEAS SECTION 8 & 15 RECEIVED	
Feb. 19, 2014	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Nov. 04, 2011	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	88888
Nov. 04, 2011	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Mar. 11, 2008	REGISTERED-PRINCIPAL REGISTER	
Dec. 25, 2007	PUBLISHED FOR OPPOSITION	
Dec. 05, 2007	NOTICE OF PUBLICATION	
Nov. 20, 2007	LAW OFFICE PUBLICATION REVIEW COMPLETED	67215
Nov. 20, 2007	ASSIGNED TO LIE	67215
Oct. 17, 2007	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 16, 2007	EXAMINER'S AMENDMENT MAILED	
Oct. 15, 2007	EXAMINER'S AMENDMENT ENTERED	88888
Oct. 15, 2007	EXAMINERS AMENDMENT -WRITTEN	76147
Oct. 02, 2007	PREVIOUS ALLOWANCE COUNT WITHDRAWN	
Aug. 17, 2007	WITHDRAWN FROM PUB - OG REVIEW QUERY	61844
Aug. 09, 2007	LAW OFFICE PUBLICATION REVIEW COMPLETED	66230
Aug. 09, 2007	ASSIGNED TO LIE	66230
Jun. 25, 2007	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jun. 25, 2007	ASSIGNED TO EXAMINER	76147
May 16, 2007	NOTICE OF PSEUDO MARK MAILED	
May 15, 2007	NEW APPLICATION ENTERED IN TRAM	

## Maintenance Filings or Post Registration Information

**Affidavit of Continued Use:** Section 8 - Accepted

**Affidavit of Incontestability:** Section 15 - Accepted

## TM Staff and Location Information

**TM Staff Information - None**  
File Location

**Current Location:** TMEG LAW OFFICE 109

**Date in Location:** Mar. 14, 2014

## Proceedings

### Summary

**Number of Proceedings:** 3

### Type of Proceeding: Opposition

**Proceeding Number:** [91186226](#)

**Filing Date:** Sep 08, 2008

**Status:** Terminated

**Status Date:** Nov 08, 2008

**Interlocutory Attorney:** [REDACTED]

### Defendant

**Name:** Athletes for Life Foundation

**Correspondent Address:** [REDACTED]

WEST & ASSOCIATES, A PC  
2815 MITCHELL DRIVE SUITE 209  
WALNUT CREEK CA , 94598



UNITED STATES

Correspondent e-mail: [REDACTED]

Mark	Application Status	Serial Number	Registration Number
AFL ATHLETES FOR LIFE	Abandoned - After Inter-Partes Decision	<a href="#">77285126</a>	

**Plaintiff(s)**

**Name:** National Football League, NFL Properties LLC

**Correspondent Address:** [REDACTED]  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave. N.W., Attn: TMSU  
Washington DC , 20004  
UNITED STATES

Correspondent e-mail: [REDACTED]

Mark	Application Status	Serial Number	Registration Number
NFL EUROPE LEAGUE	Cancelled - Section 8	<a href="#">75450222</a>	<a href="#">2369187</a>
NFL EUROPE LEAGUE	Cancelled - Section 8	<a href="#">75449524</a>	<a href="#">2480276</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">76185859</a>	<a href="#">2919270</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77177753</a>	<a href="#">3394343</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78688864</a>	<a href="#">3138589</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78963558</a>	<a href="#">3286411</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77138951</a>	<a href="#">3317024</a>

**Prosecution History**

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 08, 2008	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 08, 2008	Oct 18, 2008
3	PENDING, INSTITUTED	Sep 08, 2008	
4	CHANGE OF CORRESPONDENCE ADDRESS	Sep 12, 2008	
5	ANSWER	Oct 20, 2008	
6	TD REMAIN AS SET	Oct 21, 2008	
7	WITHDRAWAL OF APPLICATION	Nov 07, 2008	
8	BOARD'S DECISION: SUSTAINED	Nov 08, 2008	
9	TERMINATED	Nov 08, 2008	

**Type of Proceeding: Opposition**

**Proceeding Number:** [91183521](#) **Filing Date:** Apr 14, 2008  
**Status:** Terminated **Status Date:** Jul 28, 2008

**Interlocutory Attorney:** [REDACTED]

**Defendant**

**Name:** National Football League Players, Inc

**Correspondent Address:** [REDACTED]  
Weil, Gotshal & Manges LLP  
767 5th Avenue  
New York NY , 10153  
UNITED STATES

Correspondent e-mail: [REDACTED]

Mark	Application Status	Serial Number	Registration Number
NFLPA PAST PRESENT FUTURE	Abandoned - After Inter-Partes Decision	<a href="#">78959580</a>	

**Plaintiff(s)**

Name: National Football League, NFL Properties LLC

Correspondent Address: [REDACTED]  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York NY , 10022  
UNITED STATES

Correspondent e-mail: [REDACTED]

Associated marks			
Mark	Application Status	Serial Number	Registration Number
NFL	Renewed	<a href="#">72322528</a>	<a href="#">886055</a>
NFL	Renewed	<a href="#">73065090</a>	<a href="#">1056303</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">76185859</a>	<a href="#">2919270</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">76572703</a>	<a href="#">2941347</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78277416</a>	<a href="#">3018491</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78688864</a>	<a href="#">3138589</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78963558</a>	<a href="#">3286411</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77138951</a>	<a href="#">3317024</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77177753</a>	<a href="#">3394343</a>

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Apr 14, 2008	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Apr 14, 2008	May 24, 2008
3	PENDING, INSTITUTED	Apr 14, 2008	
4	STIPULATION FOR AN EXTENSION OF TIME	May 23, 2008	
5	EXTENSION OF TIME GRANTED	May 23, 2008	
6	WITHDRAWAL OF APPLICATION	Jul 24, 2008	
7	BD'S DECISION: DISMISSED W/O PREJUDICE	Jul 28, 2008	
8	TERMINATED	Jul 28, 2008	

**Type of Proceeding: Opposition**

Proceeding Number: [91183029](#) Filing Date: Mar 17, 2008  
Status: Terminated Status Date: Jul 25, 2008

Interlocutory Attorney: [REDACTED]

**Defendant**

Name: National Football League Players, Inc.

Correspondent Address: [REDACTED]  
Weil, Gotshal & Manges LLP  
767 5th Avenue  
New York NY , 10153  
UNITED STATES

Correspondent e-mail: [REDACTED]

Associated marks			
Mark	Application Status	Serial Number	Registration Number
NFLPA	Abandoned - After Inter-Partes Decision	<a href="#">78959411</a>	

**Plaintiff(s)**

Name: National Football League, NFL Properties LLC

Correspondent Address: [REDACTED]  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York NY , 10022

UNITED STATES

Correspondent e-mail: [REDACTED]

Associated marks			
Mark	Application Status	Serial Number	Registration Number
NFL	Renewed	<a href="#">72322528</a>	<a href="#">886055</a>
NFL	Renewed	<a href="#">73065090</a>	<a href="#">1056303</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">76185859</a>	<a href="#">2919270</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">76572703</a>	<a href="#">2941347</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78688864</a>	<a href="#">3138589</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">78963558</a>	<a href="#">3286411</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77138951</a>	<a href="#">3317024</a>
NFL	Section 8 and 15 - Accepted and Acknowledged	<a href="#">77177753</a>	<a href="#">3394343</a>

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Mar 17, 2008	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Mar 18, 2008	Apr 27, 2008
3	PENDING, INSTITUTED	Mar 18, 2008	
4	STIPULATION FOR AN EXTENSION OF TIME	Apr 28, 2008	
5	EXTENSION OF TIME GRANTED	Apr 28, 2008	
6	STIPULATION FOR AN EXTENSION OF TIME	May 23, 2008	
7	EXTENSION OF TIME GRANTED	May 23, 2008	
8	WITHDRAWAL OF APPLICATION	Jul 24, 2008	
9	BD'S DECISION: DISMISSED W/O PREJUDICE	Jul 25, 2008	
10	TERMINATED	Jul 25, 2008	

**Exhibit B**

**TLD Registration Policies**

## **.NFL Registration Policy**

### 1. Definitions

- 1.1. *Affiliate* means 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 in Section 1.1 of the Registry Agreement.
- 1.2. *Authorized Registrar(s)* means the ICANN-accredited registrar(s) designated by Registry Operator as the exclusive registrar(s) for the .NFL TLD and with which Registry Operator has entered into a Registry-Registrar Agreement.
- 1.3. *Eligible .NFL Registrant* means NFL Reg Ops LLC; its Affiliates; and Trademark Licensees that have received prior written consent to register and use a .NFL Domain Name.
- 1.4. *NFL Domain Name* means a domain name registered in the .NFL TLD or a domain name for which a request for registration has been received by NFL Reg Ops LLC.
- 1.5. *.NFL Registration Agreement* means a registration agreement for a .NFL Domain Name between an Authorized Registrar and an Eligible .NFL Registrant.
- 1.6. *Registry Operator* means NFL Reg Ops LLC.
- 1.7. *Trademark Licensee* means 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 .Brand 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.

### 2. Eligibility

- 2.1. Only Eligible .NFL Registrants may register and use a .NFL Domain Name.

2.2. Registry Operator will verify the eligibility of all Eligible .NFL Registrants and will confirm that the requested .NFL Domain Name meets the .NFL Domain Name Criteria.

2.3. Registry Operator reserves the right to periodically verify the eligibility of a registrant previously determined to be an Eligible .NFL Registrant.

### 3. Registrant Obligations

3.1. The registrant of an .NFL Domain Name must enter into a .NFL Registration Agreement, under which the registrant agrees to be bound by this .NFL Registration Policy, which Registry Operator reserves the right to amend in its sole discretion.

3.2. The registrant of an .NFL Domain Name must:

3.2.1. agree to accept the terms and conditions of Section 3.7.7 of the 2013 Registrar Accreditation Agreement;

3.2.2. represent and warrant that it (a) is an Eligible .NFL Registrant; (b) expects to continue to remain an Eligible .NFL Registrant; and (c) will notify Registry Operator promptly upon ceasing to be an Eligible .NFL Registrant;

3.2.3. represent and warrant that the registration and use of the .NFL Domain Name does not violate the intellectual property rights of a third party and does not violate applicable laws and regulations;

3.2.4. agree to be bound by any Acceptable Use Policy for the .NFL TLD that Registry Operator may adopt;

3.2.5. agree to be bound by all ICANN Consensus Policies;

3.2.6. agree to be bound by the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension System, and any other dispute resolution policy applicable to registrants that ICANN or Registry Operator may adopt in the future;

3.2.7. agree that it may not license the registration or use of the .NFL Domain Name to a third party; and

3.2.8. acknowledge and agree that the data required under Section 4 of this .NFL Registration Policy will be published for public accessibility in the Whois databases of the Registry Operator and the Authorized Registrar that sponsors the .NFL Domain Name.

3.2.9. acknowledge and agree that Registry Operator will (a) periodically conduct a technical analysis to assess whether any .NFL Domain Name is being used to perpetrate security threats including, but not limited to, pharming, phishing, malware, and botnets; and (b) maintain reports, which will be provided to ICANN upon request and may be made publically available, of any security threats identified through such analyses and the action taken by Registry Operator against such threats.

### 4. Data on Registered .NFL Domain Names.

4.1. The registrant of an .NFL Domain Name must provide the following contact data to the Authorized Registrar:

- 4.1.1. The names of the primary and secondary nameserver(s) for the .NFL Domain Name;
    - 4.1.2. The name and postal address of the registrant;
    - 4.1.3. The name, postal address, email address, voice telephone number, and fax number of the technical contact for the .NFL Domain Name.
    - 4.1.4. The name, postal address, email address, voice telephone number, and fax number of the administrative contact for the .NFL Domain Name.
  - 4.2. The registrant must
    - 4.2.1. represent and warrant that all data provided pursuant to Section 4.1 of this .NFL Registration Policy is accurate and complete at the date it is provided; and
    - 4.2.2. agree to provide updated data to the Authorized Registrar within five (5) days of any change in such data.
  - 4.3. Proxy and privacy services are not permitted in the .NFL TLD.
  - 4.4. Registry Operator reserves the right to periodically verify the contact data provided by the registrant for an .NFL Domain Name and to suspend, cancel or revoke the domain name registration if the registrant has failed to provide accurate and current contact data for the .NFL Domain Name.
5. .NFL Domain Name Technical Criteria. Each .NFL Domain Name must meet the following technical criteria:
  - 5.1. It must be at a minimum of 1 character and a maximum of 63 characters;
  - 5.2. It shall not start or end with a hyphen, but must start and end with an alphanumeric character;
  - 5.3. It shall not at the second level include a hyphen in the third and fourth position unless it represents a valid Internationalized Domain Name (IDN) in its ASCII encoding (tagging);
  - 5.4. It shall not be a Reserved Name as set forth in Section 6 of this .NFL Registration Policy; and
  - 5.5. It shall comply with any additional rules and policies adopted by Registry Operator.
6. Reserved Names
  - 6.1. Registry Operator reserves or withholds from registration the following:
    - 6.1.1. at all levels, the terms EXAMPLE, WWW, RDDS, and WHOIS;
    - 6.1.2. all two-character ASCII labels, except to the extent Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard;

- 6.1.3. NIC because it must be allocated to Registry Operator for use in connection with operation of .NFL registry;
  - 6.1.4. the country and territory names identified in Section 4 of Specification 5 to the Registry Agreement, except to the extent that Registry Operator successfully seeks to release and register these names at the second level for its own use upon agreement with the applicable government or governments, or pursuant to a proposal reviewed by the Governmental Advisory Committee and approved by ICANN;
  - 6.1.5. the names (including the IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved>, and additional International Olympic Committee, International Red Cross and Red Crescent names added to the list by ICANN upon 10 days' notice; provided, however, that the names encompassed by this Section 6.1.5 may be allocated to Registry Operator at the second level within the .NFL TLD;
  - 6.1.6. names and identifiers (including IDN variants, where applicable) for Intergovernmental Organizations listed at <http://www.icann.org/en/resources/registries/reserved>, and additional names and identifiers added to the list by ICANN upon 10 days' notice; provided, however, that the names and identifiers encompassed by this Section 6.1.6 may be allocated to Registry Operator at the second level within the .NFL TLD; and
  - 6.1.7. names and terms deemed by Registry Operator, in its sole discretion, to be unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive, hateful, or slanderous.
- 6.2. Registry Operator may reserve or withhold from registration:
- 6.2.1. up to 100 names (plus their IDN variants, where applicable) necessary for operation or promotion of the .NFL TLD; provided, however, that Registry Operator will comply with the provisions of Section 3.2 of Specification 5 to the Registry Agreement relating to allocation, activation, and registration of such names; and
  - 6.2.2. names at all levels in accordance with Section 2.6 of the Registry Agreement; provided, however, that Registry Operator will comply with the provisions of Section 3.3 of Specification 5 to the Registry Agreement relating to allocation and registration of such names.
- 6.3. Until further notice, Registry Operator withholds from registration the second level names identified on the "List of SLDs to Block" provided in writing by ICANN to Registry Operator in accordance with the provisions of the ICANN New gTLD Name Collision Occurrence Management Plan.
- 6.4. Registry Operator reserves the right, in its sole discretion, to reserve or withhold from registration additional domain names and terms.
7. Internationalized Domain Names (IDNs). In addition to complying with the .NFL Domain Name Criteria, a request for an IDN .NFL Domain Name must meet the following criteria:



- 7.1. comply with the IDN Tables used by Registry Operator, as amended from time to time;
  - 7.2. comply with any additional registration policies applicable to IDN .NFL Domain Names that Registry Operator may adopt;
  - 7.3. satisfy all technical requirements for the specific IDN; and
  - 7.4. comply with any other additional technical criteria that Registry Operator may adopt for IDN .NFL Domain Names.
8. Allocation of .NFL Domain Names. Registry Operator will allocate .NFL Domain Names on a first-come, first-served basis.
  9. Transfer of .NFL Domain Names
    - 9.1. Registry Operator must pre-approve all transfers of .NFL Domain Names.
    - 9.2. No .NFL Domain Name may be transferred to any third party that is not previously determined by Registry Operator to be an Eligible .NFL Registrant.
    - 9.3. No .NFL Domain Name may be transferred to a registrar that is not an Authorized Registrar.
  10. Rights Protection Mechanisms. Except as otherwise provided in Specification 13 of the Registry Agreement, Registry Operator will comply with, and will require the registrant of every .NFL Domain Name to comply with, the Minimum Requirements for Rights Protection Mechanisms set forth in Specification 7 of the Registry Agreement.
  11. Compliance with Consensus Policies. Registry Operator shall comply with, and shall require the registrant of every .NFL Domain Name to comply with, all ICANN Consensus Policies (as defined in Specification 1 of the Registry Agreement).
  12. WHOIS
    - 12.1. Registry Operator will offer publicly available standard and searchable WHOIS databases that meets the requirements of Section 1.10 of Specification 4 of the Registry Agreement.
    - 12.2. Registry Operator will implement mechanisms to mitigate the risk of abuse of searchable WHOIS including, but not limited to, username-password based authentication, certificate based authentication, data encryption, and CAPTCHA mechanism to prevent robo-invocation of Web query.
  13. Revocation of .NFL Domain Names

The registrant of an .NFL Domain Name acknowledges and agrees that Registry Operator may revoke a .NFL Domain Name in its sole discretion for any reason including, but not limited to:

- 13.1. the registrant's breach of any of the .NFL Registry Rules;
- 13.2. the registrant ceases to be an Affiliate or, in the event the registrant is a Trademark Licensee, Registry Operator withdraws or rescinds its consent to registration and use of the .NFL Domain Name(s) at issue;
- 13.3. compliance with applicable law, court order, government rule or under any dispute resolution processes;
- 13.4. the registrant's use of the .NFL Domain Name for
  - 13.4.1. infringement of the intellectual property rights of others or on the privacy or publicity rights of others;
  - 13.4.2. content that is unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity or refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
  - 13.4.3. false statements or misrepresentations that could damage Registry Operator, its Affiliates, or a third party;
  - 13.4.4. advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes;
  - 13.4.5. distribution of malware, viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
  - 13.4.6. operating botnets, or engaging in phishing or any other fraudulent or deceptive practice;
  - 13.4.7. spamming; and
  - 13.4.8. any other activities that are illegal or prohibited by Registry Operator; and
- 13.5. protect the security and stability of the .NFL Registry and the domain name system.

#### 14. Privacy and Data Protection

- 14.1. Registry Operator is a corporation organized in the United States, and will comply with all applicable data collection and privacy laws.
- 14.2. By registering a .NFL Domain Name, a registrant authorizes Registry Operator to process personal information and other data required for the registration process and operation of the .NFL Domain Name. Registry Operator will only use the data in connection with the registration and use of the .NFL Domain Name.

- 14.3. Registry Operator may share the data in the following circumstances:
- 14.3.1 Registry Operator may share the data with service providers that perform certain functions or services on its behalf.
  - 14.3.2 Registry Operator may share the data with its Affiliates.
  - 14.3.3 Registry Operator may disclose the data to third parties in order to protect the legal rights, safety, and security of itself, Eligible .NFL Registrants, Trademark Licensees, and other Affiliates; enforce its .NFL Registration Policy; respond to and resolve claims or complaints; prevent fraud or for risk management purposes; and comply with or respond to law enforcement, dispute resolution or legal process, or a request for cooperation by a government or other entity, whether or not legally required.
  - 14.3.4 Registry Operator may transfer the data to third parties for a publicly available and searchable WHOIS look-up facility, in accordance with Specification 4 of the Registry Agreement.
- 14.4. Registry Operator has adopted reasonable security procedures to help protect against loss, misuse, and unauthorized access to the data a registrant provides. Please note that no data transmission or storage can be guaranteed to be 100% secure. As a result, while Registry Operator strives to protect the data, it cannot guarantee or warrant the security of any information a registrant discloses or transmit to Registry Operator and cannot be responsible for the theft, destruction, or inadvertent disclosure of the data.
- 14.5. Registry Operator will retain the data for as long as needed for the registration process and use of the .NFL Domain Name, and as necessary to comply with ICANN Consensus Policies, its legal obligations, resolve disputes, and enforce its agreements.
- 14.6. Registry Operator will permit the registrant of a .NFL Domain Name to review, access and, if necessary, correct its personal data.

## 15. Registration Term and Renewal

- 15.1. Initial registration term. The initial registration term of an .NFL Domain Name can be for a period between one (1) and ten (10) years.
- 15.2. Renewal. The registrant can renew the .NFL Domain Name registration term at any time for a period of between one (1) and ten (10) years; provided, however, that the full term of the .NFL Domain Name registration does not exceed ten (10) years.
- 15.3. Cancellation. The registrant may cancel the registration of an .NFL Domain Name at any time by submitting a request for cancellation to the Registry Operator.
- 15.4. Automatic Renewal. If the registrant has not notified the Registry Operator of its intention to allow the .NFL Domain Name registration to lapse, Registry Operator will automatically renew the registration of the .NFL Domain Name for a period of one (1) year.

**Exhibit C**

**Signed Mark Data File ID Number**

