



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**

The Pampered Chef, Ltd. (“Registry Operator”), in connection with the execution of the Registry Agreement for the .pamperedchef TLD (the “Registry Agreement”), hereby applies for .pamperedchef 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 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 confirms and represents that the trademark registration attached hereto as Exhibit A is owned by an Affiliate of Registry Operator, Columbia Insurance Company. Registry Operator is a wholly-owned subsidiary of Columbia Insurance Company. Accordingly, Columbia Insurance Company is 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 Registry Operator, and meets the Registry Agreement definition of an Affiliate.

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 counsel for Registry Operator, [REDACTED] at  
[REDACTED]

Submitted by: [REDACTED]

Position: Senior Vice President, General Counsel,  
Corporate Secretary

Dated: August 29, 2014

Email: [REDACTED]

**EXHIBIT A**

**PAMPERED CHEF TRADEMARK REGISTRATION**

**Int. Cls.: 21 and 35**

**Prior U.S. Cls.: 2, 13, 23, 29, 30, 33, 40, 50, 100, 101,  
and 102**

**Reg. No. 3,538,524**

**United States Patent and Trademark Office**

**Registered Nov. 25, 2008**

**TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER**

**PAMPERED CHEF**

COLUMBIA INSURANCE COMPANY (NEBRASKA CORPORATION)  
3024 HARNEY STREET  
OMAHA, NE 68610

FOR: POT AND PAN SCRAPERS, FOOD SCRAPERS, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 3-0-2008; IN COMMERCE 3-0-2008.

FOR: SHOP-AT-HOME PARTY SERVICES IN THE FIELD OF HOUSEWARES, HOUSEHOLD AND KITCHEN UTENSILS, KITCHEN HAND TOOLS AND IMPLEMENTS, PRINTED MATTER, NAMELY, COOKBOOKS AND PRINTED RECIPES ON

CARDS, PRE-RECORDED VIDEO TAPES AND FOOD, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-0-2005; IN COMMERCE 9-0-2005.

OWNER OF U.S. REG. NOS. 1,273,974, 2,649,003, AND OTHERS.

SEC. 2(F) AS TO CHEF.

SN 78-270,397, FILED 7-3-2003.

LINDA ESTRADA, EXAMINING ATTORNEY

## **EXHIBIT B**

### **.PAMPEREDCHEF REGISTRATION POLICY**

#### **1. ELIGIBILITY**

Only The Pampered Chef, Ltd., its Affiliates, and licensees of The Pampered Chef, Ltd. that are specifically authorized in writing by The Pampered Chef, Ltd. are eligible to register a Domain Name under the .PAMPEREDCHEF TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately.

#### **2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**

An application for Domain Name registration must meet all the following criteria:

- (a) availability:
  - (i) the Domain Name is not already registered
  - (ii) it is not reserved or blocked by the Registry
- (b) technical requirements;
  - (i) a minimum of 2 characters and a maximum of 63 characters;
  - (ii) use of characters selected from the list of supported characters as nominated by the Registry; and
  - (iii) any additional technical requirements as required by the Registry from time to time.
- (c) compliance with all requirements under the Registry Rules.

#### **3. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry - Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of ICANN Registrar Accreditation Agreement as amended from time to time (“RAA”).

The Registrant must represent and warrant that:

- (a) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;

- (b) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulations;
- (c) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (d) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (e) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

#### **4. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with the RAA), including but not limited to the following: name, address, and contact details (email address and telephone number). All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

#### **5. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (a) in the event the Registrant breaches any Registry Rules;
- (b) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (c) in order to protect the integrity and stability of the domain name system and the Registry;
- (d) where such Domain Name is placed under reserved names list at any time;
- (e) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services; or
- (f) where such Domain Name is used for any of the following prohibited activities:
  - (i) spamming;
  - (ii) intellectual property and privacy violations;
  - (iii) obscene speech or materials;

- (iv) defamatory or abusive language;
- (v) forging headers, return addresses and internet protocol addresses;
- (vi) illegal or unauthorized access to other computers or networks;
- (vii) distribution of internet viruses, worms, Trojan horses or other destructive activities; or
- (viii) any other illegal or prohibited activities as determined by the Registry.

## **6. RESERVED NAMES**

The Registry may place certain names in its reserved list from time to time where:

- (a) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (b) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (c) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (d) the Registry in its sole discretion decides certain names to be reserved for any reason.

## **7. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **8. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found. In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (a) the WHOIS database is provided for information purposes only; and
- (b) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **9. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

## **10. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

## **11. DEFINITIONS**

- (a) Affiliate has the same meaning as defined in Registry Agreement.
- (b) Domain Name means a domain name registered directly under the .PAMPEREDCHEF TLD or for which a request or application for registration has been filed with the Registry;
- (c) ICANN's Dispute Policy means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet
- (d) Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).
- (e) Registrar means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;
- (f) Registry means The Pampered Chef, Ltd.;
- (g) Registry Agreement means the agreement between the Registry and ICANN;
- (h) Registry Rules mean this Registration Policy, as well as any rules and regulations provided and amended by the Registry from time to time.
- (i) Registrant means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.



## **Exhibit C**

The SMD File Number for Columbia Insurance Company's Trademark Clearinghouse registration of PAMPERED CHEF is [REDACTED]