## **Attachment 3**

## .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

Pioneer Corporation ("Registry Operator"), in connection with the execution of the Registry Agreement for the .pioneer TLD (the "Registry Agreement"), hereby applies for .pioneer 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 <a href="Exhibit A">Exhibit A</a> and the registration policies attached hereto as <a href="Exhibit B">Exhibit B</a>, and the SMD file ID <a href="mumber attached hereto as Exhibit C">number attached hereto as Exhibit C</a> 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 below.

Submitted by: Position: Coordinator 22 August, 2014 Dated:

Email:

## Exhibit A

# Trademark Registration

Please view the following pages for Registry Operator's Trademark Registration.

The United States of America

# CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

 $\it A$  copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

#### Requirements for Maintaining a Federal Trademark Registration

#### SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

i) At the end of 6 years following the date of registration.

ii) At the end of each successive 10-year period following the date of registration.

registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

#### SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,613,628 United States Patent and Trademark Office

TRADEMARK PRINCIPAL REGISTER

#### Proneer

0

0

MEGURO-KU
TOKYO 153465, JAPAN

FOR: COMPACT DISC PLAYVERS: AUDIO TAPIE,
CASSETTE AND DISC RECORDERS AND PLAYERS. MULT-PLAY COMPACT DISC STORAGE!
LOADING DEVICES, VIDEO SIC STORAGE!
LOADING DEVICES, VIDEO SIC STORAGE!
LOADING DEVICES, VIDEO SIC STORAGE!
LOADING PLAYVERS, PER RECORDED SING
WHICH PLAY PERS, DIGITAL AUDIO TAPE, CASSISTIE
AND DISC PLAYVERS, PER RECORDED SING
WHICH PLAY PERS, DIGITAL AUDIO TAPE, CASSISTIE
FLAYVERS, VIDEO DISC AUTOGRAPHES MULT
TADISC PLAYVERS, PER PERCORDED SING
WHICH PLAY PERS, PER PERCORDED SING
WHICH PLAY PLAYVERS, PER PERCORDED SING
WHICH PLAY PLAYVERS, PER PERCORDED SING
WHICH PLAY PLAYVERS, PER PERCORDED SING
WHICH PLAY PERS TO THE VOICE OF A PERSON SINGING ALONG WITH THAT MUSIC, ELECTRONIC UNIT POR CONTROLLING VIDEO SING
RISCON, STEREO EQUALIZERS, STEREO AND
SURROUND SOUND AMPLIFIERS STEREO AND
SURROUND SOUND AMPLIFIERS STEREO AND
SURROUND SOUND MAMPLIFIERS STEREO AND
SURROUND SOUND MICHORY TUNESS, OF
SOUND SINGING AND SOUND MICHORY STEREO AND
SURROUND SOUND MICHORY STEREO AND
SURROUND SOUND MICHORY STEREO AND
SURROUND SOUND MICHORY STEREO AND
ONE OF ALL OF THE PALLOWING, NAMELY,
OONES CONTAINED IN A CASISTY ENGORED SOUTTORE OF ALL OF THE PALLOWING, NAMELY,
OONES CONTAINED IN A CASISTY ERSON FROM THE SOUTTORE OF ALL OF THE PALLOWING, NAMELY,
OONES CONTAINED IN A CASISTY ERSON FROM THE SOUTTORE OF ALL OF THE PALLOWING, NAMELY,
OONES CONTAINED IN A CASISTY ERSON FROM THE SOUTTORE OF ALL OF THE PALLOWING, NAMELY,
OONES CONTAINED IN A CASISTY ERSON FROM THE SOUTH THE S

PIONEER RABUBIIKI KASHA (BAPAN COR.
TORATION), DIBA PIONEER ELECTRONIC
CORPORATION
41, MIGURO I CIJOME
MEGURO KU
TOKYO 153-863, JAPAN

FOR: COMPACT DISC PLAYERS, AUDIO TAPE,
CASSETTE AND DISC RECORDERS AND PLAYBES, MULTI-PLAY COMPACT DISC STORAGE
LAYERS, PORTABLE AUDIO TAPE,
CASSETTE AND PLAYERS, PORTABLE COMPACT DISC
PLAYERS, PORTABLE AUDIO TAPE,
CASSETTE
AND DISC PREVENDED COMPACT DISC
PLAYERS, PORTABLE AUDIO TAPE,
CASSETTE
AND DISC PREVENDE OF AUDIO TAPE,
CASSETTE
AND DISC PREVENDE OF AUDIO TAPE,
CASSETTE
AND DISC PRAYERS, PORTABLE AUDIO TAPE,
CASSETTE
AND DISC PRAYERS, PORTABLE AUDIO TAPE,
CASSETTE
AND DISC PRAYERS, PORTABLE AUDIO TAPE,
CASSETTE
PLAYERS, PORTABLE SONDERS
PLAYERS, PORTABLE SON

VIDEO RECORDINGS; MUSICAL SOUND RECORDINGS; MUSICAL VIDEO RECORDINGS; ANIMATED CARTOON VIDEO RECORDINGS; TELEPHONES; NAVIGATION EQUIPMENT, NAMELY, GLOBAL POSITIONING SYSTEMS FOR USE IN CARS AND BOATS; COIN-OPERATED VIDEO DISC AND COMPACT DISC MACHINES; RADIO PAGERS; FULL LINE OF VIDEO RECORDINGS FEATURING MUSIC, GENERAL ENTERTAINMENT, PERFORMING ARTS, TRAVELOGUES, AND EDUCATIONAL AND DOIT-YOURSELF PROJECT SUBJECTS; VIDEO ONSCREEN PLAYBACK AND FUNCTION CONTROLLER, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

PRIORITY CLAIMED UNDER SEC. 44(D) ON JAPAN APPLICATION NO. 10-47719, FILED 6-5-1998, REG. NO. 4482310, DATED 6-15-2001, EXPIRES 6-15-2011.

OWNER OF U.S. REG. NOS. 1,066,633, 1,957,015 AND OTHERS.

SER. NO. 75-597,490, FILED 12-1-1998.

KATHLEEN M. VANSTON, EXAMINING ATTOR-

## **Exhibit B**

## **TLD Registration Polices**

.pioneer Registry Public Policy

The Registry Operator for .pioneer adheres to the following policies and procedures.

#### Specification 13

This TLD is a .brand TLD as defined by the Specification 13 attached to the Registry Agreement between the Registry Operator and ICANN and Registry Operator intends to operate the TLD accordingly.

#### **Basic Naming Rules**

The domain names under this TLD will be as follows: "domain-name" .pioneer". Domain names may consist of the English letters A-Z, digits 0-9, and hyphens ("-"), provided that they are 1-63 characters long.

Naming rules for this TLD are established in full consideration of the New gTLD Reserved Names Policy outlined in the Registry Agreement (Specification 5) as well as other applicable rules and policies that are subject to change from time to time.

#### Eligibility Policy

The only eligible Registrants for this TLD are the Registry Operator itself, namely "Pioneer Corporation", and its Affiliates or Trademark Licensees as approved by the Registry. All domains for this Registry are registered by the Registry Operator, its Affiliates or Trademark licensees and they maintain control of the DNS records associated with all domains names at any level.

#### Anti-abuse policy

The Registry Operator intends to function in such a way that all domain name registrations in the TLD shall be registered to and controlled by the Registry Operator, its Affiliates or Trademark Licensees, under the Registry Operator's strict control. It will not sell, distribute or transfer control of domain name registrations to any party that is not an Affiliate or a Trademark Licensee of the Registry Operator. As such, the Registry Operator does not anticipate that abuse activities, or at least their certain forms, could present a threat for this TLD. Below is the outline of the Registry Operator's anti-abuse policy.

The Registry Operator will make commercially reasonable efforts to protect its space from abusive uses of its domain names.

Abusive use includes, but is not limited to, the following:

- Illegal or fraudulent actions;
- Spam
- Phishing
- Pharming
- Willful distribution of malware: (Computer viruses, worms, keyloggers, and trojan horses etc)
- Botnet command and control
- Distribution of child pornography;
- Illegal Access to Other Computers or Networks
- Defamation of the Registry Operator, its businesses, employees, etc.

It is upon the Registry's discretion to execute its following rights:

- deny, cancel or transfer any registration or transaction
- place any domain name on "lock", "hold", "pending cancellation" or any other status

The objective of such action may be, but is not limited to:

- protection of the Registry's integrity and stability
- compliance with any applicable laws or regulations as well as any dispute resolution processes
- avoidance of any liability on the part of the Registry Operator or its Affiliates
- correction of mistakes made by the Registry Operator or any of the accredited Registrars it uses

#### Abuse Point of Contact

The Registry Operator maintains an abuse point of contact to report issues as the ones illustrated above. The information about this point of contact will be available at the Registry Operator's official site (www.nic.pioneer).

#### WHOIS Policy

The Registry Operator for this TLD complies with all the regulations by ICANN, as set forth in the Registry Agreement (Specification 4), related to the establishment and operation of the registry-level Whois, accessible to the public.

The WhoIs Domain Name Lookup Service will return information in the format established and defined by ICANN.

#### Launch Policy: General availability

As per Specification 13, the Registry Operator will not implement a Sunrise. The Registry will implement a General Availability period from the beginning of operations, defined as the time the Registry will start allowing registration of domains within the TLD. The General Availability period is subject to the eligibility criteria mentioned in this policy: only Registry Operator, its Affiliates or Trademark Licensees are allowed to become registrants of domain names in the TLD and they must control the DNS records associated with domain names at any level in the TLD.

#### Launch policy: Trademark Claims

Trademark Claims system will be in place as minimally required by ICANN during a period of 90 days from the time General Availability starts. During this period there will be a notice to the Registrant before registration if a requested domain name is an identical match to a trademark registered in the Trademark Clearinghouse. Moreover, the rights owner/s will be informed once the domain name corresponding to the record in the Trademark Clearinghouse has been registered. However, given the Registry Operator's intended exclusive use of all domain names in the .pioneer TLD and its policies designed to prevent any misuse, it is highly unlikely that the Registry Operator's registration and use of any .pioneer domain names will infringe any other company's trademark rights.

#### Domain Name Lifecycle

#### 1. Domain Name Lifecycle - Registration Periods

The .pioneer TLD Registry supports initial registrations of up to ten (10) years. Renewals may be made for one (1) to ten (10) years provided that the total remaining registration period does not exceed ten (10) years. Transfers, under part A of the Inter-Registrar Transfer Policy, extend the term of the registration by one year. The registration period will be truncated to ten (10) years should the addition of this year result in a registration period exceeding the ten (10) year maximum.

#### 2. Domain Name Lifecycle - States

The states in which a domain name can exist in this TLD Registry are as follows: Registered, Pending Transfer, Redemption, Pending Restore or Pending Delete.

#### 3. Domain Name Lifecycle - Grace Periods

This TLD supports four grace periods: add, renew, auto-renew, and transfer.

#### 4. Domain Name Lifecycle - Transitions

The following describes all transitions available from the states described above. Reference to grace periods is mentioned where applicable.

- 4.1. Available -> Registered
- 4.2. Registered -> Pending Transfer
- 4.3. Pending Transfer -> Registered
- 4.4. Registered -> Deleted
- 4.5. Registered -> Redemption Period
- 4.6. Redemption Period -> Pending Restore
- 4.7. Pending Restore -> Registered
- 4.8. Pending Restore -> Redemption Period
- 4.9. Redemption Period -> Pending Delete
- 4.10. Pending Delete -> Deleted

#### 5. Domain Name Lifecycle - Locks

Locks may be applied to the domain name to prevent specific operations from occurring. The sponsoring Registrar may set the locks prefixed with "client", whilst locks prefixed with "server" are added and removed by the administrator. Locks are added and removed independently, however they can be combined to facilitate the enforcement of higher processes, such as "Registrar Lock", and outcomes required as part of UDRP proceedings. All locks are compatible with EPP RFCs.

Requests to delete the domain name are rejected.

DNS delegation information is not published for the object.

Requests to renew the object are rejected. However, auto-renew will be allowed.

Requests to transfer the domain name are rejected.

Requests to update the domain name are rejected, unless the update removes this status.

## Exhibit C

# Signed Mark Data File ID Number

| SMD File ID: |  |
|--------------|--|
|              |  |