

.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

Progressive Casualty Insurance Company ("Registry Operator"), in connection with the execution of the Registry Agreement for the [.PROGRESSIVE] TLD (the "Registry Agreement"), hereby applies for [.PROGRESSIVE] 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]

Submitted by: [REDACTED]
Position: Deputy General Counsel
Dated: August 21, 2014
Email: [REDACTED]

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,844,695

Registered July 12, 1994

**SERVICE MARK
PRINCIPAL REGISTER**

PROGRESSIVE

PROGRESSIVE CORPORATION, THE (OHIO CORPORATION)
6300 WILSON MILLS ROAD
MAYFIELD VILLAGE, OH 44143

FOR: UNDERWRITING PROPERTY/CASUALTY INSURANCE, DIRECTORS AND OFFICERS LIABILITY INSURANCE, ERRORS AND OMISSIONS INSURANCE, INLAND MARINE INSURANCE, AND FINANCIAL INSURANCE PRODUCTS; NAMELY, COLLATERAL PROTECTION INSURANCE, COMBINATION SAFE DEPOSITORY INSURANCE, DEALER FLOOR PLAN INSURANCE, FIDELITY BONDS, FINANCIAL INSTITUTION BONDS, GAP INSURANCE, LESSORS CONTINGENT AND EXCESS INSURANCE, AND MORTGAGE SECURITY

PROTECTION INSURANCE; AND FOR PROVIDING THE FOLLOWING INSURANCE-RELATED SERVICES; LOAN AND LEASE TRACKING; COMPARATIVE RATE INFORMATION SERVICES; ADMINISTRATION OF STATE MANDATED INSURANCE PLANS; INSURANCE CLAIM SERVICES; AND ADMINISTRATION OF RISK RETENTION GROUP AND PURCHASE GROUP PROGRAMS, IN CLASS 36 (U.S. CL. 102).

FIRST USE 0-0-1937; IN COMMERCE 0-0-1937.

SER. NO. 74-185,485, FILED 7-15-1991.

J. CHILDRESS, EXAMINING ATTORNEY



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 1

Serial #: 74185485

Filing Dt: 07/15/1991

Reg #: 1844695

Reg. Dt: 07/12/1994

Registrant: Progressive Corporation, The

Mark: PROGRESSIVE

Assignment: 1

Reel/Frame: 1864/0183

Recorded: 03/01/1999

Pages: 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: PROGRESSIVE CORPORATION, THE

Exec Dt: 02/15/1999

Entity Type: CORPORATION

Citizenship: OHIO

Assignee: PROGRESSIVE CASUALTY INSURANCE COMPANY

CORPORATE LAW DEPARTMENT

6300 WILSON MILLS ROAD

MAYFIELD VILLAGE, OHIO 44143

Entity Type: CORPORATION

Citizenship: OHIO

Correspondent: PROGRESSIVE CASUALTY INSURANCE COMPANY

6300 WILSON MILLS ROAD

CORPORATE LAW DEPARTMENT W31

MAYFIELD VILLAGE, OHIO 44143

Search Results as of: 08/29/2014 01:52 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350 v.2.4

Web interface last modified: Mar 15, 2014 v.2.4

[| .HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

RECEIVED

JUN - 1 1999

MAY 20, 1999 LAW DEPARTMENT



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



100978386A

PTAS
PROGRESSIVE CASUALTY INSURANCE COMPANY
[REDACTED]
6300 WILSON MILLS ROAD
CORPORATE LAW DEPARTMENT W31
MAYFIELD VILLAGE, OHIO 44143

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/01/1999

REEL/FRAME: 1864/0183
NUMBER OF PAGES: 3

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

PROGRESSIVE CORPORATION, THE

DOC DATE: 02/15/1999
CITIZENSHIP: OHIO
ENTITY: CORPORATION

ASSIGNEE:

PROGRESSIVE CASUALTY INSURANCE
COMPANY
6300 WILSON MILLS ROAD
CORPORATE LAW DEPARTMENT
MAYFIELD VILLAGE, OHIO 44143

CITIZENSHIP: OHIO
ENTITY: CORPORATION

APPLICATION NUMBER: 74185484
REGISTRATION NUMBER: 1844694

FILING DATE: 07/15/1991
ISSUE DATE: 07/12/1994

MARK: PROGRESSIVE

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

1864/0183 PAGE 2

APPLICATION NUMBER: 74185485
REGISTRATION NUMBER: 1844695

FILING DATE: 07/15/1991
ISSUE DATE: 07/12/1994

MARK: PROGRESSIVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74702035
REGISTRATION NUMBER: 1971522

FILING DATE: 07/17/1995
ISSUE DATE: 04/30/1996

MARK: PROGRESSIVE
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-05-1999

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



100978386

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

M20 3.1.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment ☐ License

☐ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Progressive Corporation, The

Formerly

Execution Date
Month Day Year
 02151999

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Ohio

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Progressive Casualty Insurance Company

DBA/AKA/TA

Composed of

Address (line 1) 6300 Wilson Mills Road

Address (line 2) Corporate Law Department

Address (line 3) Mayfield Village OH 44143
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization OH

FOR OFFICE USE ONLY

RECEIVED 00000267 184

FC:481
FC:482

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1844694"/>	<input type="text" value="1844695"/>	<input type="text" value="1971522"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

02/15/99

ASSIGNMENT

Whereas, The Progressive Corporation, an Ohio corporation, having a principal place of business at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143 (hereinafter "**Assignor**") is the owner of the service mark, "Progressive," in both typed and stylized formats, for underwriting property and casualty insurance, among other services, and U.S. Registration Nos. 1844694, 1844695, and 1971522; and

Whereas, Progressive Casualty Insurance Company, an Ohio corporation, having a principal place of business at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143 (hereinafter "**Assignee**") is desirous of acquiring the aforesaid service marks and U.S. Registration Nos. 1844694, 1844695, and 1971522, together with the goodwill of the business symbolized by the marks;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee all right, title and interest in and to the aforesaid service marks and U.S. Registration Nos. 1844694, 1844695, and 1971522, together with the goodwill of the business symbolized by the marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringement of the trademark and the trademark registration assigned herein.

Assignor further undertakes that upon request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this assignment, as well as to provide such other material, information or assistance as Assignee may consider necessary to carry out the intent of this assignment.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

The Progressive Corporation

By: _____

Date: _____


02/15/99

CERTIFICATE OF MAILING UNDER 37 C.F.R . SECTION 1.8(a)

Conveying Party: Progressive Corporation, The
Receiving Party: Progressive Casualty Insurance Company
Registration Nos.: 1844694, 1844695, and 1971522
Correspondence: Recordation of Assignment

I hereby certify that the above-identified correspondence, which is attached, is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on the date set forth below.

Signature:

A large black rectangular redaction box covers the signature area. A small, handwritten mark resembling a stylized 'Z' or '7' is visible within the redacted area.

Date:

2/24/99

Telephone No.:

A black rectangular redaction box covers the telephone number.

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this thirtieth day of April 1996.

Bruce Lehman

Commissioner of Patents and Trademarks

NOTICE

This Registration will be canceled by the Commissioner of Patents and Trademarks at the end of six years following the date of registration, unless within one year next preceding the expiration of such six years, the registrant files in the Patent and Trademark Office an affidavit showing that said mark is in use in Commerce or showing that its nonuse is due to special circumstances which excuse such nonuse and is not due to any intention to abandon the mark. A fee of \$100.00 for each class must accompany the affidavit.



Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 1,971,522

Registered Apr. 30, 1996

SERVICE MARK
PRINCIPAL REGISTER

PROGRESSIVE

PROGRESSIVE CORPORATION, THE (OHIO CORPORATION)
6300 WILSON MILLS ROAD
MAYFIELD VILLAGE, OH 44143

FOR: UNDERWRITING PROPERTY/CASUALTY INSURANCE, AUTOMOBILE (PRIVATE PASSENGER AND COMMERCIAL) INSURANCE, MOBILE HOME INSURANCE, MOTORHOME INSURANCE, RECREATIONAL VEHICLE INSURANCE, MOTORCYCLE INSURANCE, DIRECTORS AND OFFICERS LIABILITY INSURANCE, ERRORS AND OMISSIONS INSURANCE, AND INLAND MARINE INSURANCE; UNDERWRITING FINANCIAL INSURANCE PRODUCTS, NAMELY FIDELITY BONDS, FINANCIAL INSTITUTION BONDS, EMPLOYEE DISHONESTY INSURANCE, COMBINATION SAFE DEPOSITORY INSURANCE, LENDER LIABILITY INSURANCE, FIDUCIARY LIABILITY INSURANCE, IRA/KAOGH

ADMINISTRATION INSURANCE, EMPLOYEE PENSION AND BENEFIT PLAN ADMINISTRATION INSURANCE, DISCOUNT BROKERAGE SERVICES INSURANCE, AND EMPLOYMENT PRACTICES LIABILITY INSURANCE; ADMINISTRATION AND ADJUSTMENT OF INSURANCE CLAIMS; PROVISION OF COMPARATIVE INSURANCE RATE INFORMATION; ADMINISTRATION OF STATE MANDATED INSURANCE PLANS, AND ADMINISTRATION OF RISK RETENTION GROUP AND GROUP INSURANCE PURCHASE PROGRAMS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-5-1994; IN COMMERCE 8-1-1994.

OWNER OF U.S. REG. NOS. 1,884,694 AND 1,884,695.

SER. NO. 74-702,035, FILED 7-17-1995.

JULIA S. SHIELDS, EXAMINING ATTORNEY

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
www.uspto.gov

REGISTRATION NO: 1844695 SERIAL NO: 74/185485 MAILING DATE: 08/19/2004
REGISTRATION DATE: 07/12/1994
MARK: PROGRESSIVE
REGISTRATION OWNER: PROGRESSIVE CASUALTY INSURANCE

CORRESPONDENCE ADDRESS:

PROGRESSIVE CASUALTY INSURANCE COMPANY
6300 WILSON MILLS ROAD
MAYFIELD VILLAGE, OH 44143-2128

NOTICE OF ACCEPTANCE

15 U.S.C. Sec. 1058(a)(3)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

NOTICE OF RENEWAL

15 U.S.C. Sec. 1059(a)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 9 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1059.

ACCORDINGLY, THE REGISTRATION IS RENEWED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):
036.

AUSTIN, DANA D
PARALEGAL SPECIALIST
POST-REGISTRATION DIVISION
(703)308-9500

**PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION
CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION**
ORIGINAL

REQUIREMENTS FOR MAINTAINING A FEDERAL TRADEMARK REGISTRATION

I) 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. Sec. 1058, at the end of each successive 10-year period following the date of registration.

Failure to file the Section 8 Affidavit will result in the cancellation of the registration.

II) 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. Sec. 1059, at the end of each successive 10-year period following the date of registration.

Failure to file the Application for Renewal 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 APPROPRIATE REQUIREMENTS AND FEES.

From: [REDACTED]
Sent: Tuesday, August 6, 2013 11:01 PM
To: [REDACTED]
Subject: Trademark RN 1844695: Official Notice of Acceptance and Renewal under Sections 8 and 9 of the Trademark Act

Serial Number: 74185485
Registration Number: 1844695
Registration Date: Jul 12, 1994
Mark: PROGRESSIVE
Owner: PROGRESSIVE CASUALTY INSURANCE COMPANY

Aug 6, 2013

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.

Class(es):
036

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE**

REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.***

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=74185485>.

NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

Generated on: This page was generated by TSDR on 2014-08-19 16:05:10 EDT

Mark: PROGRESSIVE

US Serial Number: 74185485

Application Filing Date: Jul. 15, 1991

US Registration Number: 1844695

Registration Date: Jul. 12, 1994

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed.

Status Date: Aug. 06, 2013

Publication Date: Apr. 19, 1994

Mark Information

Mark Literal Elements: PROGRESSIVE

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

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: underwriting property/casualty insurance, [directors and officers liability insurance, errors and omissions insurance,] inland marine insurance, and financial insurance products; [namely, collateral protection insurance,] [combination safe depository insurance,] [dealer floor plan insurance,] [fidelity bonds, financial institution bonds,] [gap insurance, lessors contingent and excess insurance, and] [mortgage security protection insurance]; and for providing the following insurance-related services; [loan and lease tracking;] comparative rate information services; administration of state mandated insurance plans; insurance claim services; and administration of risk retention group and purchase group programs

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: 1937

Use in Commerce: 1937

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: PROGRESSIVE CASUALTY INSURANCE COMPANY

Owner Address: 6300 WILSON MILLS ROAD
CORPORATE LAW DEPARTMENT
MAYFIELD VILLAGE, OHIO 44143
UNITED STATES

Legal Entity Type: CORPORATION

**State or Country Where
Organized:** OHIO

Attorney/Correspondence Information

Attorney of Record

Attorney Name: [REDACTED] Docket Number: 007045.00032
Attorney Primary Email Address: [REDACTED] Attorney Email Yes
Authorized:

Correspondent

Correspondent Name/Address: [REDACTED]
Baker & Hostetler, LLP
1900 E. 9th Street
Suite 3200
Cleveland, OHIO 44114
UNITED STATES
Phone: [REDACTED] Fax: [REDACTED]
Correspondent e-mail: [REDACTED] Correspondent e-mail Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Apr. 22, 2014	NOTICE OF SUIT	
Feb. 27, 2014	NOTICE OF SUIT	
Aug. 06, 2013	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Aug. 06, 2013	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	67603
Aug. 06, 2013	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	67603
Jul. 26, 2013	TEAS SECTION 8 & 9 RECEIVED	
Mar. 28, 2013	NOTICE OF SUIT	
Sep. 24, 2012	NOTICE OF SUIT	
Apr. 05, 2011	CASE FILE IN TICRS	
Aug. 19, 2004	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Aug. 19, 2004	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Jun. 22, 2004	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Jun. 22, 2004	TEAS SECTION 8 & 9 RECEIVED	
Dec. 10, 1999	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Aug. 23, 1999	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Jul. 12, 1994	REGISTERED-PRINCIPAL REGISTER	
Apr. 19, 1994	PUBLISHED FOR OPPOSITION	
Mar. 18, 1994	NOTICE OF PUBLICATION	
Jan. 24, 1994	APPROVED FOR PUB - PRINCIPAL REGISTER	
Nov. 05, 1993	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Aug. 31, 1993	FINAL REFUSAL MAILED	
Apr. 12, 1993	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 23, 1993	LETTER OF SUSPENSION MAILED	
Dec. 18, 1992	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Jul. 22, 1992	FINAL REFUSAL MAILED	
Apr. 06, 1992	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Jan. 08, 1992	NON-FINAL ACTION MAILED	
Nov. 15, 1991	ASSIGNED TO EXAMINER	70429

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Jul. 12, 2014

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Aug. 06, 2013

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: Progressive Corporation, The

Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [1864/0183](#)

Pages: 3

Date Recorded: Mar. 01, 1999

Supporting Documents: [assignment-tm-1864-0183.pdf](#)

Assignor

Name: [PROGRESSIVE CORPORATION, THE](#)

Execution Date: Feb. 15, 1999

Legal Entity Type: CORPORATION

State or Country Where
Organized: OHIO

Assignee

Name: [PROGRESSIVE CASUALTY INSURANCE COMPANY](#)

Legal Entity Type: CORPORATION

State or Country Where
Organized: OHIO

Address: CORPORATE LAW DEPARTMENT
6300 WILSON MILLS ROAD
MAYFIELD VILLAGE, OHIO 44143

Correspondent

Correspondent Name: PROGRESSIVE CASUALTY INSURANCE COMPANY

Correspondent Address:
6300 WILSON MILLS ROAD
CORPORATE LAW DEPARTMENT W31
MAYFIELD VILLAGE, OHIO 44143

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Cancellation

Proceeding Number: [92021042](#)

Filing Date: Aug 24, 1992

Status: Terminated

Status Date: Jun 17, 1993

Interlocutory Attorney:

Defendant

Name: AMERICAN PROGRESSIVE LIFE & HEALTH

Correspondent Address: LLOYD MCAULAYRESSIVE LIFE & HEALTH
MCAULAY, FISHER, NISSEN, GOLDBERG &
KIEL 261 MADISON AVENUE
NEW YORK NY , 10016
UNITED STATES

Associated marks

Mark	Application Status	Serial Number	Registration Number
AMERICAN PROGRESSIVE	Cancelled - Section 8	73579783	1417705

Plaintiff(s)

Name: THE PROGRESSIVE CORPORATION

Correspondent Address:
BAKER & HOSTETLER
3200 NATIONAL CITY CENTER 1900 EAST 9TH STREET
CLEVELAND OH , 44114-3485
UNITED STATES

Associated marks

Mark		Application Status	Serial Number	Registration Number
PROGRESSIVE		Renewed	74185485	1844695
Prosecution History				
Entry Number	History Text	Date	Due Date	
1	FILED AND FEE	Aug 24, 1992		
2	NOTICE SENT: ANSWER DUE 12/15/92	Nov 05, 1992		
3	PENDING, INSTITUTED	Nov 05, 1992		
4	P'S MOT FOR EXTEN. OF TIME W/ CONSENT	Dec 18, 1992		
5	DEF. MOT. TO DISMISS	Jan 19, 1993		
6	PROCEEDINGS SUSPENDED PENDING DISPOSITIO N OF THE MOT. TO DISMISS	Feb 19, 1993		
7	P'S MOT FOR EXTEN. OF TIME W/ CONSENT	Feb 18, 1993		
8	P'S MOT FOR EXTEN. OF TIME W/ CONSENT	Apr 06, 1993		
9	STIP TO DISMISS CANCELLATION W/O PREJUDICE	Apr 08, 1993		
10	BOARD'S DECISION: DISMISSED W/O PREJ	Apr 28, 1993		
11	TERMINATED	Jun 17, 1993		

REGISTRATION POLICIES

.PROGRESSIVE TLD REGISTRATION POLICY

1. ELIGIBILITY

Only Progressive Casualty Insurance Company and its Affiliates and its qualifying Trademark Licensees are eligible to register a Domain Name under the **.PROGRESSIVE** TLD. Trademark Licensees are eligible, but not entitled to register a Domain Name under the **.PROGRESSIVE** 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.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry (“Authorized Person”) in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the up to three “exclusive” Registrar(s) selected by the Registry.

2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

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

- (i) availability;
 - a. the Domain Name is not already registered
 - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry; and
 - c. any additional technical requirements as required by the Registry from time to time.
- (iii) 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 2013 ICANN Registrar Accreditation Agreement as amended from time to time (“2013 ICANN RAA”).

The Registrant must represent and warrant that:

- (i) 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;

- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
 - a. the Registrant must have a trademark license agreement with the Registry or its affiliate for the use of the PROGRESSIVE trademark that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of Specification 13 to the Registry's Registry Agreement with ICANN ("Specification 13"); and
 - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) 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
- (vi) 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 2013 ICANN RAA), including but not limited to the following:

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail 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:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) to comply with Specification 13;
- (iv) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;

- d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;
 - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
 - h. any other illegal or prohibited activities as determined by the Registry.
- (v) in order to protect the integrity and stability of the domain name system and the Registry;
 - (vi) where such Domain Name is placed under reserved names list at any time
 - (vii) as required by ICANN Consensus Policy;
 - (viii) if it is in the best interest of the Registry, in Registry's sole discretion; and
 - (ix) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with <Applicant>'s response to Question 22 Geographic Names.

8. RESERVED NAMES

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

- (i) 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;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) 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
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names in its sole discretion in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

11. 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 and in full compliance with these TLD Registration Policies as amended from time to time.

12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

13. 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 accordance with specification 4 of the Registry Agreement.

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:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) 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.

14. 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.

15. 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.

16. AMENDMENTS

This TLD Registration Policy may be amended from time to time by the Registry at the Registry's sole discretion.

17. DEFINITIONS

Affiliate *has the same meaning as defined in Registry Agreement.*

Domain Name *means a domain name registered directly under the .PROGRESSIVE TLD or for which a request or application for registration has been filed with the Registry;*

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 Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).*

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;*

Registry *means [Progressive Casualty Insurance Company](#) ("Progressive");*

Registry Agreement *means the agreement between the Registry and ICANN;*

Registry Rules *mean:*

- (i) *this Registration Policy as amended by the Registry from time to time; and*

(ii) *any rules and regulations provided and amended by the Registry from time to time.*

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.*