

Attachment 2

.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

Shaw Cablesystems G.P. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .SHAW TLD (the "Registry Agreement"), hereby applies for .SHAW TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13.

Questions about this request should be directed to [REDACTED] Director
Intellectual Property [REDACTED].

Submitted by: [REDACTED]
Position: Director, Intellectual Property
Dated:
Email: [REDACTED]

[REDACTED]
Director, Intellectual Property

EXHIBIT A

Trademark Registration

Canadian Trade-mark TMA 597,803

(Attached)



Office de la propriété
Intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

| |
|-------------|
| CONTRACT ID |
| SHAW |
| REG #: |
| BARCODE: |
| 231630 |

Marques de commerce
Certificat de modification

Trade-marks
Certificate of Amendment

La présente atteste que la marque
de commerce identifiée
dans l'extrait ci-joint,
tiré du registre
des marques de
commerce, a été modifiée.



This is to certify that the
trade-mark, identified
in the attached
extract from the
register of
trade-marks, has been amended.

SHAW

Numéro d'enregistrement
Registration Number **TMA597,803**
Numéro de dossier
File Number **866657**

Date d'enregistrement
Registration Date **21 août/Aug 2012**

Registraire des marques de commerce
Registrar of Trade-marks

Canada

(CIPO 196)11-10

OPIC  CIPO

APPL'N/DEM. NO 866 657

REGISTRATION/ENREGISTREMENT NO TMA597,803

FILING DATE/DATE DE PRODUCTION:

20 Janv/Jan 1998

REGISTRATION DATE/DATE D'ENREGISTREMENT:

17 déc/Dec 2003

REGISTRANT/PROPRIÉTAIRE ORIGINAL:

Shaw Cablesystems G.P.
Ste. 900, 630 - 3rd Ave S.W.,
Calgary,
ALBERTA
T2P 4L4

TRADE-MARK/MARQUE DE COMMERCE:

SHAW

SERVICES:

- (1) Distribution and programming undertaking providing telecommunication services namely development, production, distribution, transmission and broadcasting of television programming; television broadcasting services, telecommunication services, and interactive electronic communications services providing information and entertainment services via the media of television, satellite, computer, telephone, audio, the Internet and e-mail, all of the foregoing services excluding entertainment services relating to the presentation of live theatre; Internet access.
- (2) Telecommunication services, namely the carrying, distributing, transmitting and broadcasting of audio and visual digital cable television programming; dissemination of television programming services via digital communications networks.
- (3) Providing access to a wide variety of television networks, specialty channels, premium channels, video on demand and pay per view channels to the public by means of radio waves, coaxial cable and fibre optic cable.
- (4) Internet service provider services; Internet services namely the operation of an Internet web site about cable television and Internet service provider services; providing multiple user access to a global computer information network for the transfer and dissemination of a wide range of information.
- (5) Entertainment services, namely the transmission and broadcasting of television programs; installation services of Internet and cable television.
- (6) Telephone communication services namely local, long distance and international digital telephone services; Providing telephony and Voice Over Internet Protocol (VOIP) communication services.
- (7) Telecommunication network management services relating to the distribution by satellite of broadcast signals; providing satellite services to North American signal redistributors who deliver television and radio signals to the public; operation of a business whereby broadcast signals are delivered on a wholesale basis to North American signal redistributors.
- (8) Telecommunications services, namely real-time satellite based tracking and two-way communications services for the trucking industry; telecommunications services, namely GPS vehicle tracking services provided to the trucking industry.
- (9) Providing access to a fiber optic network for connectivity between businesses; consulting services in the field of telecommunications networks; leasing fiber optic cables, strands, conduits to fiber optic networks, undersea networks, and communication networks.

(10) Distribution of television programs offering information, news, entertainment and weather; providing information, news, entertainment and weather to local subscribers 24 hours a day, seven days a week via a cable television network; operation of a community channel; development, production and distribution of public access television programming.

(11) Direct to home distribution and retransmission by satellite of audio and video signals; Satellite services for the transmission of television, radio and cable signals; telecommunication services, namely the carrying, distributing, transmitting and re-transmitting of audio and video signals by satellite; telecommunication services, namely the carrying, distributing, transmitting and re-transmitting of television, radio and cable signals by satellite; entertainment services, namely the provision of digital television services, high-definition television services and pay-per-view television services, by means of satellite; wireless distribution, transmission and re-transmission by satellite of television, radio and cable signals provided by third parties.

CLAIMS/REVENDEICATIONS:

Used in CANADA since at least as early as February 1984 on services (5); November 1996 on services (4); July 1997 on services (3); December 1997 on services (2); March 1999 on services (10); February 2005 on services (6); October 31, 2006 on services (9); November 30, 2006 on services (7); December 31, 2006 on services (8); April 15, 2009 on services (11).
Used in CANADA since as early as February 29, 1984 on services (1).

Registrability Recognized under Section 12(2) of the Trade-marks Act.

RESTRICTIONS:

Restricted to the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia and Prince Edward Island.

ASSOCIATED MARKS/MARQUES LIÉES:

| | | | | | |
|------------|------------|------------|------------|------------|------------|
| TMA457,740 | TMA498,912 | TMA501,185 | TMA615,490 | TMA615,538 | TMA615,938 |
| TMA616,378 | TMA616,818 | TMA626,477 | TMA627,266 | TMA627,271 | TMA631,460 |
| TMA633,640 | TMA634,081 | TMA634,682 | TMA635,294 | TMA637,498 | TMA638,624 |
| TMA638,921 | TMA646,391 | TMA646,475 | TMA648,038 | TMA651,156 | TMA667,288 |
| TMA671,732 | TMA695,195 | TMA705,279 | TMA714,296 | TMA714,297 | TMA714,308 |
| TMA719,193 | TMA719,194 | TMA738,404 | TMA740,424 | TMA741,759 | TMA745,528 |
| TMA751,034 | TMA763,471 | TMA769,619 | TMA801,551 | TMA801,553 | TMA803,466 |
| TMA824,423 | TMA825,131 | TMA826,385 | | | |

FOOTNOTES/NOTES:

AMENDMENT TO REGISTRATION/MODIFICATION A L'ENREGISTREMENT:

TYPE OF AMENDMENT/GENRE DE MODIFICATION: ADDITIONAL SERVICES/SERVICES SUPPLÉMENTAIRES

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 21 août/Aug 2012

FILING DATE/DATE DE PRODUCTION: 07 mai/May 2009

COMMENTS/COMMENTAIRES: Services (2) to (11) added.



**Office de la propriété
Intellectuelle
du Canada**

Un organisme
d'Industrie Canada

**Canadian
Intellectual Property
Office**

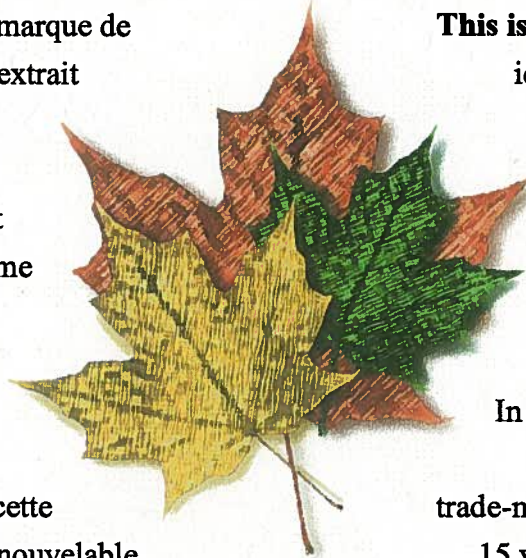
An Agency of
Industry Canada

| | |
|-------------|-------------------|
| CONTRACT ID | SHAW |
| REG#: | 7566 |
| BARCODE: | 107577 2316 30 |

Marques de commerce
Certificat d'enregistrement

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement.

Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks
Certificate of Registration

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the Trade-marks Act, this trade-mark is subject to renewal every 15 years from the registration date.

SHAW

Numéro d'enregistrement
Registration Number **TMA597,803**

Numéro de dossier
File Number **866657**

Date d'enregistrement
Registration Date **17 déc/Dec 2003**

Registraire des marques de commerce
Registrar of Trade-marks
(C/PO 198)11-03

Canada

OPIC  CIPO

APPL'N/DEM. NO 866 657 REGISTRATION/ENREGISTREMENT NO TMA597,803

**FILING DATE/DATE DE PRODUCTION:
REGISTRATION DATE/DATE D'ENREGISTREMENT:**

**20 janv/Jan 1998
17 déc/Dec 2003**

REGISTRANT/PROPRIÉTAIRE ORIGINAL:

Shaw Cablesystems G.P.
Ste. 900, 630 - 3rd Ave S.W.,
Calgary,
ALBERTA
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TRADE-MARK/MARQUE DE COMMERCE:

SHAW

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CLAIMS/REVENDEICATIONS:

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RESTRICTIONS:

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ASSOCIATED MARKS/MARQUES LIÉES:

TMA457,740

EXHIBIT B

TLD Registration Policies

[Attached]

.SHAW TLD REGISTRATION POLICY

The purpose of this Registry is to enhance and complement existing brand strategies of Shaw Communications Inc. (SHAW) and present the SHAW organization in a consistent manner. The Registry will be operated by Shaw Cablesystems G.P. (the "Registry Operator").

1. ELIGIBILITY

All Domain Names under the .SHAW TLD will be managed by the Registry Operator. Domain Names will only be made available to Registry Operator, its qualified Affiliates and Trademark Licensees. Only Registry Operator and its qualified Affiliates and Trademark Licensees may be allowed to register or control domain names or control the DNS records associated with Domain Names at any level in the .SHAW TLD. The Registry Operator will implement an internal process to determine which second-level domain names will be registered and which Affiliates and Trademark Licensees will be eligible to register second level domains. The registration of Domain Names will be centralized and managed through the 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 licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules;
 - b. the third party must have an affiliation or connection with SHAW; and
 - c. 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) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
 - a. spamming or any other CASL violations;
 - b. intellectual property and privacy law 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.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) 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 SHAW Communications Partnership'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 on a first-come, first-served basis 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.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

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.

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. DEFINITIONS

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.

CASL means Canada's Anti-Spam Legislation.

Domain Name means a domain name registered directly under the **.SHAW** 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 Numbers (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 the **.SHAW** Registry;

Registry Agreement means the agreement between the Registry and ICANN;

Registry Rules mean:

- (i) this Registration Policy; 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.

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 SHAW, Registry Operator or an Affiliate, for use of the registered trademark(s) owned by SHAW, Registry Operator or an Affiliate, 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 licence term; and

(iv) the domain names 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.

EXHIBIT C

Signed Mark Data File ID Number

