

## **.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 for .SHOWTIME

CBS Domains Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .SHOWTIME TLD (the "Registry Agreement"), hereby applies for the .SHOWTIME TLD to be qualified by ICANN as a .Brand TLD.

Pursuant to Specification 13, ".Brand TLDs" are TLDs where:

- (i) the TLD string is identical to the textual elements protectable under applicable law, of a registered trademark valid under applicable law, which registered trademark:
  - a. is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN, if such trademark meets the eligibility requirements of such validation authority (provided that Registry Operator is not required to maintain such recordation for more than one year);
  - b. is owned and used by the Registry Operator or its Affiliate in the ordinary course of Registry Operator's or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration;
  - c. was issued to Registry Operator or its Affiliate prior to the filing of its TLD registry application with ICANN;
  - d. is used throughout the Term continuously in the ordinary course of business of Registry Operator or its Affiliate in connection with the offering of any of the goods and/or services identified in the trademark registration;
  - e. does not begin with a period or a dot; and
  - f. is used by Registry Operator or its Affiliate in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services; and
- (ii) only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD;
- (iii) the TLD is not a Generic String TLD (as defined in Specification 11); and
- (iv) Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration.

The .SHOWTIME TLD qualifies as a .Brand because the TLD string, "SHOWTIME" is identical to the textual element of United States Trademark Registration number 1,075,211 for SHOWTIME, registered in connection with "cable television services and entertainment services-namely, producing and distributing a variety of programs for presentation on cable, pay and broadcast television. ("Registered Services")" and recorded in the Trademark Clearinghouse as SMD Identification number [REDACTED]

(the "SHOWTIME Trademark"). The SHOWTIME Trademark is owned by Showtime Networks Inc. ("Showtime Networks"). Showtime Networks is an Affiliate of Registry Operator CBS Domains in that both are under the common control of their parent entity, CBS Corporation.

Showtime Networks is an entertainment company which provides entertainment programming via a variety of delivery methods. Showtime Networks and its predecessors in interest have continuously owned the SHOWTIME Trademark for almost 40 years, since at least 1976, and during that time it, and its predecessors in interest, have continuously used the SHOWTIME Trademark in the ordinary course of their business in connection with providing entertainment programming via a variety of delivery methods, including the Registered Services, all of which are unrelated to the provision of TLD Registry Services. Attached as Exhibit E is printout of the official assignment record from the United States Patent and Trademark Office showing the assignment history of the SHOWTIME Trademark and current ownership of the SHOWTIME Trademark by Showtime Networks. Attached as Exhibit E is printout of the Showtime Networks website at <http://www.sho.com>, which prominently features the SHOWTIME Trademark and shows such use.

The SHOWTIME Trademark registration was issued to Showtime Networks through its predecessor in interest on October 11, 1977 (see Exhibit D for an extract of the official assignment history from the United States Patent and Trademark Office showing the chain of title for the SHOWTIME Trademark), long before the filing of the registry application for the .SHOWTIME TLD, Application ID 1-869-34582, which was filed on June 13, 2012. The SHOWTIME Trademark does not begin with a period or dot and is not a Generic String as defined in Specification 11 to the Registry Agreement because it does not describe a general class of goods, services, groups, organizations or things, but rather is a famous and highly regarded brand associated with Showtime Networks and distinguishes the entertainment services namely production and distribution of comedy shows, musical shows, drama shows, reality shows, game shows, news shows, public affairs shows, live musical concerts, motion pictures; comedy, musical, dramatic, and reality series, documentaries, sports events before live audiences which are broadcast live or taped for later broadcast, and other attractions rendered through the media of television; providing information in the field of entertainment relating to comedy shows, musical shows, drama shows, reality shows, game shows, news shows, public affairs shows, live musical concerts, motion pictures; comedy, musical, dramatic, and reality series, documentaries, sports events before live audiences which are broadcast live or taped for later broadcast, and other attractions rendered through the media of television via a global computer network, offered by CBS Broadcasting from similar services provided by others.

As set forth in the attached registration policy, only Registry Operator, its Affiliates or Trademark Licensees will be allowed to be registrants of domain names in the .SHOWTIME TLD or control the DNS records associated with domain names at any level in the .SHOWTIME 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], Senior Vice President Associate General of Applicant.

Submitted by:	[REDACTED]
Position:	<u>Senior Vice President Associate General</u>
Dated:	<u>9/1/2014</u>
Email:	[REDACTED]

**Exhibit A**

**Trademark Registration**

**United States Patent and Trademark Office**[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Fri Aug 29 03:21:41 EDT 2014

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[BOTTOM](#)[HELP](#)[Logout](#)

Please logout when you are done to release system resources allocated for you.

**Record 1 out of 1**[TSDR](#)[ASSIGN Status](#)[TTAB Status](#)

*( Use the "Back" button of the Internet Browser to return to TESS)*

**Typed Drawing****Word Mark** SHOWTIME**Goods and Services** IC 038. US 104. G & S: CABLE TELEVISION SERVICES. FIRST USE: 19760213. FIRST USE IN COMMERCE: 19760213

IC 041. US 107. G & S: ENTERTAINMENT SERVICES-NAMELY, PRODUCING AND DISTRIBUTING A VARIETY OF PROGRAMS FOR PRESENTATION ON CABLE, PAY AND BROADCAST TELEVISION. FIRST USE: 19760213. FIRST USE IN COMMERCE: 19760213

**Mark Drawing Code** (1) TYPED DRAWING**Serial Number** 73097065**Filing Date** August 18, 1976**Current Basis** 1A**Original Filing Basis** 1A**Change In Registration** CHANGE IN REGISTRATION HAS OCCURRED**Registration Number** 1075211**Registration Date** October 11, 1977**Owner** (REGISTRANT) VIACOM INTERNATIONAL INC. CORPORATION OHIO 345 PARK AVE. NEW YORK NEW YORK 10022

(LAST LISTED OWNER) SHOWTIME NETWORKS INC. CORPORATION BY CHANGE OF NAME FROM DELAWARE 1633 BROADWAY NEW YORK NEW YORK 10019

**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of** [REDACTED]

**Record****Type of  
Mark**

SERVICE MARK

**Register**

PRINCIPAL

**Affidavit  
Text**

SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20071017.

**Renewal**

2ND RENEWAL 20071017

**Live/Dead  
Indicator**

LIVE

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[TOP](#)[HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

**Int. Cl.: 38, 41**

**Prior U.S. Cl.: 104, 107**

**United States Patent Office**

**Reg. No. 1,075,211**

**Registered Oct. 11, 1977**

**SERVICE MARK**

**Principal Register**

**SHOWTIME**

Viacom International Inc. (Ohio corporation)  
345 Park Ave.  
New York, N.Y. 10022

For: CABLE TELEVISION SERVICES, in CLASS  
38 (U.S. CL. 104).

For: ENTERTAINMENT SERVICES—NAMELY,  
PRODUCING AND DISTRIBUTING A VARIETY OF  
PROGRAMS FOR PRESENTATION ON CABLE, PAY  
AND BROADCAST TELEVISION—in CLASS 41 (U.S.  
CL. 107).

First use Feb. 13, 1976; in commerce Feb. 13, 1976.

Ser. No. 97,065, filed Aug. 18, 1976.

HANNAH MORRISON, Examiner

**Exhibit B**

**TLD Registration Policies**



## *.SHOWTIME Domain Name Registration Policy*

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### **.SHOWTIME Domain Name Registration Policy**

This .SHOWTIME Domain Name Registration Policy (.SHOWTIME Domain Policy) sets out the terms and conditions governing the registration and use of domain names in the .SHOWTIME Top Level Domain.

The .SHOWTIME Domain Policy may be updated periodically by the Registry Operator, without prior notice. The current version can be found at *policy.SHOWTIME*, and continued registration or use of a .SHOWTIME domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the then-current terms of the .SHOWTIME Domain Policy is to cancel or cease use of your second level domain name registration(s). Any notice of a disagreement with the then-current terms of the .SHOWTIME Domain Policy will constitute a request for cancellation of the notifying party's second level domain name registration(s).

The terms of the .SHOWTIME Domain Policy as described below constitute the entire agreement concerning the registration of a second level domain name in the .SHOWTIME registry; no other agreements or representations supplement or alter the terms of this .SHOWTIME Domain Policy, except changes made by Registry Operator or otherwise as expressly incorporated herein.

## General/Definitions

**Abuse Point of Contact** means the .SHOWTIME Registry Operator's abuse response team, which can be contacted at [Abuse contact email address TBD].

**Affiliates** has the meaning set forth in the ICANN Registry Agreement applicable to the .SHOWTIME Top Level Domain, available at [www.icann.org/en/about/agreements/registries/SHOWTIME](http://www.icann.org/en/about/agreements/registries/SHOWTIME), and concerning CBS, affiliates are limited to the ultimate parent of CBS Domains Inc., CBS Corporation, and any of its subsidiaries.

**CBS (or "we" or "us")** means CBS Domains Inc.

**ICANN** means the Internet Corporation for Assigned Names and Numbers.

**Identical Match** means that the domain name consists of the complete and Identical textual elements of a Clearinghouse-validated trademark. In this regard: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa [as the context allows]) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it ("@" and "&"); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural and no "marks contained" [(i.e., "brandx" in "brandxproducts")] qualify for inclusion.

**Registrar** means [names of 1-3 exclusive registrar partners - TBD].

**Registry Operator** means CBS Domains Inc.

**Registry Services Provider** means the entity providing back-end technical and operational services for the .SHOWTIME Registry, in this case, Afiliis Limited.

**.SHOWTIME** means the .SHOWTIME Top Level Domain.

**.SHOWTIME Domain Policy** the .SHOWTIME Domain Name Registration Policy which sets out the terms and conditions governing the registration and use of domain names in the .SHOWTIME Top Level Domain.

**SHOWTIME Trademark** means, the text string "SHOWTIME", registered as U.S. trademark Registration No. 1,075,211, all related trademark registrations for the text string "SHOWTIME", and the goodwill appurtenant thereto.

**Trademark Claims** means notice to a prospective domain name registrant of the scope of the mark holder's rights, as set forth in the .SHOWTIME Registry Agreement and other ICANN guidance and Consensus Policies, whereby the prospective registrant warrants that: (i) they have received notification that the mark(s) is included in the Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe on the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the registrant attesting to its non-infringement, the Registrar or the Clearinghouse will notify the mark holders(s) of the registration.

**Trademark Clearinghouse** means a central storage repository of validated (authenticated) trademark rights-related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services, as set forth in the .SHOWTIME Registry Agreement and other ICANN guidance and Consensus Policies.

**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 CBS or its Affiliate, for use of the SHOWTIME Trademark, where: (i) such license is valid under applicable law; (ii) such license is for the use of the SHOWTIME 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) the SHOWTIME Trademark is used continuously in that entity's business throughout the registration term; and (iv) the domain names in the .SHOWTIME TLD registered to the entity are 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 for the SHOWTIME Trademark.

**Top Level Domain** means the final characters after the dot in a domain name; in the case of the .SHOWTIME Domain Policy, this is ".SHOWTIME".

**You or your** means an individual or entity seeking to initiate registration of a .SHOWTIME domain name, or if allowed, the domain name registrant.

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

All communications, notices, and information under this .SHOWTIME Domain Policy shall be in English. Any communications, notices or information sent in a language other than English shall be void and have no legal effect, even if received or responded to by or on behalf of Registry Operator.

## Registration Eligibility

Eligibility to register and control .SHOWTIME domain names, at any level, is limited to CBS Domains and its Affiliates and Trademark Licensees.

CBS reserves the right, for any reason, to periodically verify .SHOWTIME domain name registration eligibility. Any determination as to such eligibility shall be made by CBS in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. CBS reserves the right, in its sole discretion, to suspend, cancel, revoke, or take other action it deems necessary with respect to a .SHOWTIME domain name registrant in the event it determines that their registration violates the registration eligibility criteria. Questions about a determination by CBS as to .SHOWTIME domain name registration eligibility should be directed to the **[will be Abuse Contact, which email address is TBD]**.

To assist in ensuring compliance with the .SHOWTIME Domain Policy, "privacy" or "proxy" registrations are not permitted in the .SHOWTIME Top Level Domain.

## Registration Terms & Conditions

By submitting a request to register a second level .SHOWTIME domain name, or by asking us to maintain or renew a second level .SHOWTIME domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by the .SHOWTIME Domain Policy
- you warrant, represent, and covenant that at the time of registration and throughout the entire registration term, you meet and will meet the .SHOWTIME domain name registration and usage eligibility criteria;
- you warrant and represent that you are legally capable, and authorized to enter into an agreement for a second level .SHOWTIME domain name registration;
- registration of a second level .SHOWTIME domain name merely provides you with a temporary, revocable at will by CBS, and non-transferrable license to register or use that domain name, and you agree that all .SHOWTIME domain name registrations are made for the benefit of the owner of the SHOWTIME Trademark in furtherance of its goals and operating principles;
- you acknowledge and agree that transfer, delegation, or assignment to any third party of a .SHOWTIME domain name without the prior approval of CBS is prohibited, and any attempted transfer, delegation, or assignment to any third party of a .SHOWTIME domain name without the prior approval of CBS will be considered void ab initio;
- you agree that CBS's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .SHOWTIME domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, CBS may publish these contact details or provide them to third parties;
- you agree to immediately update your contact details in the event of any change by contacting the Registrar that maintains the .CBS domain registration and following the Registrar's procedure, which may include approval of the change by CBS with such approval being at CBS' sole discretion;
- CBS reserves the right to periodically verify your contact details, and to cancel, suspend, or revoke your domain name registration for any non-compliance with the .SHOWTIME Domain Policy including your obligation to provide accurate and current contact details;
- you agree to indemnify and hold CBS harmless for any communication failure due to your provision of inaccurate contact details;
- you understand that CBS disclaims all liability for any communication failure for any reason including but not limited to those cause by your provision or maintenance of inaccurate contact information;
- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law;
- you understand and agree that for certain aspects of the management of the .SHOWTIME Top Level Domain, for example, eligibility confirmation, naming convention checks, acceptable use review, or a rapid takedown process, CBS may delegate certain functions to an agent such as its Registry Services Provider or Registrar;

- you agree to the applicability of all ICANN-mandated Rights Protection Mechanisms to .SHOWTIME domain names, including
  - the Uniform Domain Name Dispute Resolution Policy (“UDRP”); the UDRP and rules are located at: [www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm); and
  - the Uniform Rapid Suspension system (“URS”); the URS and rules are located at: <http://newqtlds.icann.org/en/applicants/urs>.

You agree that CBS reserves the right, in its sole discretion, to suspend, lock, cancel, revoke, or otherwise alter any .SHOWTIME domain name registration: (i) to protect the interests of CBS; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights protection mechanisms; (iii) to avoid any civil or criminal liability against CBS or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to the .SHOWTIME Domain Policy; or, (v) to remedy any error in connection with a .SHOWTIME domain name registration, (vi) pursuant to the .SHOWTIME Domain Policy, or (vii) as otherwise deemed necessary or desirable by CBS in its sole discretion.

## Domain Name Registration Rules

.SHOWTIME domain name registrations are available to eligible registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .SHOWTIME Top Level Domain, they will be subject to the .SHOWTIME IDN registration pairing rules as and when they are developed.

### (i) Eligibility

Only CBS, its Affiliates, or Trademark Licensees who agree to be bound by the terms of the .SHOWTIME Domain Policy, and who are approved by CBS (such approval to be in CBS’s sole discretion), are eligible to register or use a .SHOWTIME domain name. .SHOWTIME domain names may not under any circumstances be registered or used by third parties other than CBS, CBS’s Affiliates, or Trademark Licensees. CBS may charge Trademark Licensees a fee for registration or use of .CBS domain names. If such a fee will be charged, it will be posted at the Registrar and/or CBS’s website.

Prior to any .SHOWTIME domain name registration or renewal, and at any time during the registration life cycle, domain name registrations may be verified by CBS for compliance with the .SHOWTIME Domain Policy including as to eligibility.

### (ii) Naming Conventions

.SHOWTIME domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these
- c. must start and end with an alphanumeric character, not a hyphen
- d. must not be a Reserved Name, as described herein

- e. domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid Internationalized Domain Name in ASCII encoding (for example “xn ndk061n”).

By asking us to register or renew a .SHOWTIME domain name registration, you warrant and represent that your .SHOWTIME domain name registration does and will at all times during the registration period comply with the .SHOWTIME Domain Policy.

Registration or renewal of a .SHOWTIME domain name is subject to CBS’s discretion including its satisfaction that the Acceptable Use standards set out below are and at all times during a .SHOWTIME domain name registration.

### (iii) Registration

If at any point prior to the registration expiration date you no longer wish to maintain your .SHOWTIME domain name registration, you may submit a written request by email to CBS at **[email address TBD]** and the Registrar requesting cancellation of your registration. Please note that if you cancel your .SHOWTIME domain name registration, CBS is under no obligation to make that domain name available for your future registration.

#### Default renewal option

You agree that at the conclusion of the registration period for your second level .SHOWTIME domain name, unless you have instructed the Registrar with a copy to us otherwise prior to the expiration of your second level .SHOWTIME domain name registration or unless Registry Operator decides that renewal is not in Registry Operator’s best interest, this document constitutes your standing renewal order and the Registrar will renew your second level .SHOWTIME domain name registration ; in the event your .SHOWTIME domain name registration is renewed, the you will pay Registrar any applicable renewal fees Due.

### Acceptable Use

CBS reserves the right to periodically review all .SHOWTIME domain name registrations and uses for compliance with the .SHOWTIME Domain Policy. By registering a .SHOWTIME domain name, or by asking us to maintain or renew a .SHOWTIME domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .SHOWTIME domain name does not and will not:
  - give rise to any morally objectionable or otherwise socially questionable conduct
  - violate any applicable laws, regulations, or court or governmental orders
  - in any way harm the reputation or goals and operating principles of CBS or its Affiliates

You further agree that CBS may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .SHOWTIME Domain Policy if your registration or use of a .SHOWTIME domain name violates the .SHOWTIME Domain Policy or applicable law, or otherwise violates standards of conduct deemed acceptable to CBS.

By registering a .SHOWTIME domain name, or by asking us to maintain or renew a .SHOWTIME domain name registration, you agree to comply with any technical or content standards or protocols as established by CBS and supplied to you.

Any failure to comply with these acceptable use standards may be considered a breach of the .SHOWTIME Domain Policy and may, in CBS's sole discretion, be grounds for the suspension, cancellation, or revocation of your .SHOWTIME domain name registration, without obligation to refund any registration fees.

## Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in Specification 5 of the ICANN Registry Agreement applicable to the .SHOWTIME Top Level Domain, and in particular
  1. the terms "example", "www", "rdds", and "whois" at all levels, which at CBS's discretion shall be withheld from registration or allocated to CBS
  2. the term "nic", at all levels, as this term shall be allocated to CBS for use in connection with the operation of the .SHOWTIME Top Level Domain
- b. any obscene or offensive term as determined by CBS
- c. any term reserved by CBS at CBS's discretion, whether prior to, or after, your registration of a .SHOWTIME domain name

## Rapid Takedown Process

In furtherance of CBS's efforts aimed at abuse prevention and mitigation, or where it appears that a .SHOWTIME domain name is being used to threaten the stability or security of the .SHOWTIME Top Level Domain or is a part of a real-time investigation by law enforcement, CBS may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by CBS, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrant to CBS on which basis the subject domain name may remain in the zone. In either event, if the Registrant has not reacted within 12 hours of CBS's request, CBS may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If CBS determines that the subject domain name is being used to threaten the stability or security of the .SHOWTIME Top Level Domain or is a part of a real-time investigation by law enforcement, CBS reserves the right to immediately remove the subject domain name from the zone, in which case CBS will inform the Registrant of such action being taken.

## Abuse Prevention and Mitigation

CBS will not tolerate abusive or malicious conduct (including, but not limited to: illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal child sexual images, online sale or distribution of illegal pharmaceuticals) in the .SHOWTIME Top Level Domain. In addition to any monitoring CBS may undertake to prevent abusive or malicious conduct, CBS has established an abuse point of contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .SHOWTIME Top Level Domain.

In the event of any suspected abusive or malicious conduct or violation of the .SHOWTIME Domain Policy or any applicable laws, CBS may suspend or lock your domain name registration pending resolution of any such suspected violation. CBS may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, CBS may periodically conduct technical analyses to assess whether domain names in the .SHOWTIME Top Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets. If CBS identifies security risks that pose an actual risk of harm, it will notify the Registrar and/or if the registrar does not take immediate action, CBS may suspend the domain name until the matter is resolved.

CBS or its delegate may remove orphan glue records (see [www.icann.org/en/committees/security/sac048.pdf](http://www.icann.org/en/committees/security/sac048.pdf)) when provided with written evidence that such records are present in connection with malicious conduct.

## Abuse Point of Contact

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .SHOWTIME Top Level Domain should be directed to the .SHOWTIME Abuse Point of Contact. Complaints may also concern Whois information accuracy, or concerns that a domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .SHOWTIME Abuse Point of Contact can be reached by email at: **[Abuse contact email address TBD]**, by mail at: CBS Domains Inc., c/o .SHOWTIME Abuse Point of Contact, 51 West 52nd Street, New York, NY 10019, or by phone at: **[phone # TBD]**.

## Data & Privacy

By applying to register a second level .SHOWTIME domain name, or by asking us to maintain or renew a domain name registration, you agree that CBS may use any information provided to CBS in connection with such registration for the following purposes: (i) inclusion in the searchable .SHOWTIME WHOIS directory providing free public query-based access to the details as required by clauses 1.5 and 1.6 of specification 4 of the Registry Agreement; (ii) research on an amalgamated statistical basis; day to day operations of .SHOWTIME ; (iii) as may be required by law enforcement agencies or a court order or other compulsory operation of law applicable to the CBS; (iv) as may otherwise be required by the .SHOWTIME Registry Agreement, by ICANN, or any Consensus Policy.



You agree that CBS's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a second level .SHOWTIME domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, CBS may publish these contact details or provide them to third parties.

You also agree that ICANN may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete Whois contact information.

## Disputes

All disputes between you and CBS concerning your registration and/or use of a second level .SHOWTIME domain name or the .SHOWTIME Domain Registration Policy This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of law principles. Any action or proceeding arising out of or related to this .SHOWTIME Domain Registration Policy to be brought by any registrant or user of a .SHOWTIME domain name against CBS shall be brought exclusively in the federal courts seated in New York County, New York, U.S.A., and the state courts seated in New York County, New York, U.S.A. You consent to the exclusive exercise by such courts of personal jurisdiction over you and waive any objection you might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. This Agreement shall not be subject to (i) the United Nations Convention on Contracts for the International Sale of Goods or (ii) any version of the Uniform Computer Information Transactions Act (UCITA) as it is, or may be, adopted in any state.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

### (i) UDRP

By registering a second level .SHOWTIME domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: [www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm).

The remedies available for a successful complaint under the UDRP are cancellation or transfer of the domain name to the UDRP filing complainant. In the event of a UDRP decision concerning a .SHOWTIME domain name, ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of the .SHOWTIME Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of the .SHOWTIME Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, CBS will cancel the subject domain name registration. At CBS's sole discretion, such cancelled domain name registration may be placed on a "reserved" or "non-resolving" list, or may be made available for registration under the terms of the .SHOWTIME Domain Policy.

### (i) URS

By registering a second level .SHOWTIME domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at:  
<http://newgtlds.icann.org/en/applicants/urs>.

## Warranty

.SHOWTIME DOMAIN NAMES AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CBS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), INCLUDING THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CBS DOES NOT REPRESENT, WARRANT OR COVENANT THAT .SHOWTIME DOMAIN NAMES WILL BE AVAILABLE OR ERROR FREE.

## Liability

YOU ACKNOWLEDGE THAT YOUR USE OF .SHOWTIME DOMAIN NAMES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE CBS, ITS AFFILIATES, PARENTS, SUBSIDIARIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("RELEASED PARTIES") FROM ANY AND ALL LIABILITY, RESPONSIBILITY, AND ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGE ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION AND WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) IN CONNECTION WITH .SHOWTIME DOMAIN NAMES IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF .SHOWTIME DOMAIN NAMES, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PERSON ON ANY WEBSITE OR APPLICATION POSTED ON .SHOWTIME DOMAIN NAMES, ANY OTHER MATTER RELATED TO .SHOWTIME DOMAIN NAMES AND ANY WEBSITES OR APPLICATIONS LINKED TO .SHOWTIME DOMAIN NAMES, OR THE MATERIAL ON SUCH WEBSITES OR APPLICATIONS, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, A .SHOWTIME DOMAIN NAME OR YOUR DOWNLOADING OF ANY MATERIAL FROM ANY WEBSITE OR APPLICATION LINKED TO A .SHOWTIME DOMAIN NAME.

## Indemnification

You agree to indemnify, defend, and hold harmless the Released Parties from and against all Losses arising out of your registration and/or use of a .SHOWTIME domain name, including, but not limited to, (i) your violation of the .SHOWTIME Acceptable Use Policy; (iii) any claims for libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any intellectual property right of any third party; and (iv) any claims resulting out of your violation of any international, federal, state or local laws, orders, rules and regulations. This obligation to defend, indemnify and hold harmless shall survive the termination of this Agreement.

## Trademark Claims Notice

The Registrar will provide notice to trademark owners whose marks have been validated by the Clearinghouse where a .SHOWTIME registration which is an exact Identical Match to their trademark is registered during the first 90 days .SHOWTIME registration is open for general registration.

During the Trademark Claims Period, an attempt to register a domain name that is an Identical Match to a Clearinghouse-validated mark will trigger a Trademark Claims Notice as required by the Trademark Clearinghouse Rights Protection Mechanism Requirements (“TMCH Requirements”) specified in the Registry Agreement between ICANN and CBS. Upon a registrant’s confirmation that they have received and understand Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by CBS in accordance with the .SHOWTIME Domain Policy. If, pursuant to the .SHOWTIME Domain Policy, a request to register a .SHOWTIME domain name which is an Identical Match to a Clearinghouse-validated mark is eligible and subsequently registered, the Registrar will notify the relevant mark holders(s) of the registration.

**Exhibit C**

**Signed Mark Data File ID Number**

[REDACTED]

**Exhibit D**

**Assignment Record for SHOWTIME Trademark**



## United States Patent and Trademark Office

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## Trademark Assignment Abstract of Title

## Total Assignments: 6

Serial #: [73097065](#)

Filing Dt: 08/18/1976

Reg #: [1075211](#)

Reg. Dt: 10/11/1977

Registrant: VIACOM INTERNATIONAL INC.

Mark: SHOWTIME

## Assignment: 1

Reel/Frame: [0340/0804](#)

Recorded: 01/25/1979

Pages: 1

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: [VIACOM INTERNATIONAL INC.](#)

Exec Dt: 12/28/1978

Entity Type: CORPORATION

Citizenship: OHIO

Entity Type: CORPORATION

Citizenship: NEW YORK

Assignee: [SHOWTIME ENTERTAINMENT INC.](#)

1211 SIXTH AVE.

NEW YORK, NEW YORK 10036

Correspondent: MISKIN AND SUTTON

GRAYBAR BLDG.

420 LEXINGTON AVE.

NEW YORK, NY 10017

## Assignment: 2

Reel/Frame: [0340/0805](#)

Recorded: 01/25/1979

Pages: 1

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: [SHOWTIME ENTERTAINMENT INC.](#)

Exec Dt: 01/17/1979

Entity Type: CORPORATION

Citizenship: NEW YORK

Entity Type: PARTNERSHIP

Citizenship: NEW YORK

Assignee: [SHOWTIME ENTERTAINMENT](#)

1211 SIXTH AVE.

NEW YORK, NEW YORK 10036

Correspondent: MISKIN AND SUTTON

GRAYBAR BLDG.

420 LEXINGTON AVE.

NEW YORK, NY 10017

## Assignment: 3

Reel/Frame: [0456/0381](#)

Recorded: 01/06/1984

Pages: 2

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: [SHOWTIME ENTERTAINMENT](#)

Exec Dt: 11/08/1983

Entity Type: PARTNERSHIP

Citizenship: NEW YORK

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: [SHOWTIME/THE MOVIE CHANNEL INC.](#)

1211 AVENUE OF THE AMERICAS

NEW YORK, NEW YORK 10036

Correspondent: VIACOM INTERNATIONAL INC.

1211 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

## Assignment: 4

Reel/Frame: [0568/0759](#)

Recorded: 07/13/1987

Pages: 18

**Conveyance:** ASSIGNOR HEREBY GRANTS A SECURITY INTEREST

**Assignor:** [SHOWTIME/THE MOVIE CHANNEL, INC.](#)

**Exec Dt:** 06/09/1987

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Entity Type:** UNKNOWN

**Citizenship:** NONE

**Assignee:** [CITIBANK, N. A. AS ADMINISTRATIVE AGENT](#)

**Correspondent:** WEIL, GOTSHAL, ET AL.  
767 FIFTH AVE.  
NEW YORK, NY 10153

## Assignment: 5

**Reel/Frame:** [0672/0428](#)

**Recorded:** 10/03/1989

**Pages:** 0

**Conveyance:** RELEASE BY SECURED PARTY OF THE SECURITY AGREEMENT RECORDED ON JULY 13, 1987 REEL 586, FRAME 759-776.

**Assignor:** [SHOWTIME/THE MOVIE CHANNEL INC.](#)

**Exec Dt:** 09/26/1989

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Entity Type:** UNKNOWN

**Citizenship:** NONE

**Assignee:** [CITIBANK, N.A.](#)

**Correspondent:** PRENTICE HALL LEGAL & FINANCIAL SERVICES  
P.O. BOX 1110  
500 CENTRAL AVENUE  
ALBANY, NY 12201-1110

## Assignment: 6

**Reel/Frame:** [0689/0005](#)

**Recorded:** 01/31/1990

**Pages:** 0

**Conveyance:** CHANGE OF NAME 19880912

**Assignor:** [SHOWTIME/THE MOVIE CHANNEL INC.](#)

**Exec Dt:** 01/18/1990

**Entity Type:** UNKNOWN

**Citizenship:** NONE

**Entity Type:** UNKNOWN

**Citizenship:** NONE

**Assignee:** [SHOWTIME NETWORKS INC.](#)

**Correspondent:** ROBIN, BLECKER, DALEY & DRISCOLL  
330 MADISON AVENUE  
NEW YORK, NY 10017

Search Results as of: 08/29/2014 12:09 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

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**Exhibit E**

**Printout of Showtime Website**



SHOWTIME

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Free Full EpisodesShowtime AnytimeShopOrderWays to WatchSchedulesRegister / Log In

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Sunday at 9 PM ET/PT on SHOWTIME

NEXT ON RAY DONOVAN

Kate reopens her investigation but is threatened by two Southie thugs on the street.

WATCH PREVIEW

WATCH COOKIE BROWN DEMAND THE RIGHTS TO MARVIN'S MUSIC

LEARN MORE

NEXT ON RAY DONOVAN

Tonight on Showtime

8 PM ET/PTMasters of Sex: Asterion

9 PM ET/PTHeather McDonald: I Don't Mean to Brag

10 PM ET/PTScary Movie 5

11:30 PM ET/PTMasters of Sex: Asterion

SCHEDULES

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