

## **.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

Intel Corporation ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ULTRABOOK TLD (the "Registry Agreement"), hereby applies for .ULTRABOOK 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 the 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]

Submitted by: [REDACTED]  
Position: Senior Attorney  
Dated: August 15, 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**



Australian Government

IP Australia

# CERTIFICATE OF REGISTRATION OF

# TRADE MARK

No. 1428163

I, **Fatima Beattie, Registrar of Trade Marks** hereby certify -

that the trade mark represented on this certificate was filed as Trade Mark No. 1428163 on **1 June 2011**. It is due for renewal on **1 June 2021** and **Intel Corporation a Delaware Corporation of 2200 Mission College Boulevard Santa Clara California 95052-8119 UNITED STATES OF AMERICA** has been entered in the Register of Trade Marks as the owner of the trade mark.

# ULTRABOOK

The goods and/or services for which the trade mark is registered, plus any endorsement, additional owners or other information relating to the registration, are listed on the attached pages.

*Given under my hand and the seal of the Trade  
Marks Office on 16 December 2011*



**Fatima Beattie**  
**REGISTRAR OF TRADE MARKS**





Australian Government

IP Australia

# CERTIFICATE OF REGISTRATION OF TRADE MARK ATTACHMENT

**No. 1428163**

The trade mark is registered for the following goods and/or services:

**Computers; tablet, netbook, notebook and laptop computers; portable computers; handheld computers; wireless devices used for Internet connectivity featuring data and image transmission; computer hardware; data processors; programmable data processors; semiconductors; microprocessors; semiconductor devices; integrated circuits; computer chipsets; computer software** being goods in **class 9**

**Convention priority claimed: 16 May 2011 ITALY RM2011C003155.**

# United States of America

United States Patent and Trademark Office

## ULTRABOOK

**Reg. No. 4,281,391**

**Registered Jan. 29, 2013**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

INTEL CORPORATION (DELAWARE CORPORATION)  
2200 MISSION COLLEGE BOULEVARD  
SANTA CLARA, CA 95052

FOR: COMPUTERS; TABLET, NETBOOK, NOTEBOOK AND LAPTOP COMPUTERS; PORTABLE COMPUTERS; WIRELESS COMMUNICATION DEVICES FOR VOICE, DATA OR IMAGE TRANSMISSION OVER THE INTERNET; COMPUTER HARDWARE; DATA PROCESSORS; PROGRAMMABLE DATA PROCESSORS; SEMICONDUCTORS; MICRO-PROCESSORS; SEMICONDUCTOR DEVICES; INTEGRATED CIRCUITS; COMPUTER SOFTWARE, NAMELY, COMPUTER UTILITY SOFTWARE AND OTHER COMPUTER SOFTWARE USED TO MAINTAIN AND OPERATE A COMPUTER SYSTEM, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-0-2011; IN COMMERCE 5-0-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY CLAIMED UNDER SEC. 44(D) ON ITALY APPLICATION NO. RM2011C00315, FILED 5-16-2011.

SER. NO. 85-334,015, FILED 5-31-2011.

TAMARA FRAZIER, EXAMINING ATTORNEY



*David S. Kybas*

Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year 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.\*

**Grace Period Filings\***

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

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.



Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CBP in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

CBP's **Intellectual Property Rights e-Recordation (IPRR)** system, located at <https://apps.cbp.gov/e-recordations/>, allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
- Payment by credit card (preferred), check or money order.
- Ability to upload images of the protected work or trademark, thus obviating the need to send samples to CBP.
- Reduced time from filing of the application to enforcement by field personnel.

Information about how to obtain a recordation, and about CBP's Intellectual Property Rights border enforcement program, is available at CBP's web site, [www.cbp.gov](http://www.cbp.gov).

## **Exhibit B**

### **TLD Registration Policies**

The mission and purpose of the .ULTRABOOK gTLD is to serve as a trusted, hierarchical, and intuitive namespace provided by Intel Corporation (“Registry Operator”) for use by Registry Operator, its qualified Affiliates and Trademark Licensees. Only Registry Operator and its qualified Affiliates and Trademark Licensees will be allowed to register or control the DNS records associated with domain names at any level in the .ULTRABOOK gTLD. 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. All domain name registrations will be managed by the Registry Operator.

For the purposes of this proposed Registration Policy, Registry Operator utilizes the following definitions\*:

**Affiliate** – 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.

**Control** – Control (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit management or otherwise.

**Trademark Licensee** – 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 Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .BRAND TLD string operated by Registry Operator, 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 Term; and
- (iv) the domain names in the TLD 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.

Registry Operator will review each second-level domain name at the time of registration to ensure that the name complies with internal policies governing the registration of .ULTRABOOK domain names, including this Registration Policy. Additionally, Registry



Operator will conduct ongoing reviews of each second-level domain at least once per calendar year namely to ensure compliance with the terms of the .ULTRABOOK Registry Agreement, as well as with ICANN Consensus or Temporary Policies.

Registry Operator reserves the right to amend its registration policy.

\*Definitions for “Affiliate” and “Control” are taken from Section 2.9(c) of the Registry Agreement. The definition of “Trademark Licensee” is taken from Section 6.2 of Specification 13 of the Registry Agreement.

**Exhibit C**

**Signed Mark Data File ID Number**

ULTRABOOK SMD File ID Number:

