

.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

THE WEATHER CHANNEL, LLC ("Registry Operator"), in connection with the execution of the Registry Agreement for the .WEATHERCHANNEL TLD (the "Registry Agreement"), hereby applies for .WEATHERCHANNEL 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, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- The Weather Channel LLC's TLD (.WEATHERCHANNEL) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The WEATHERCHANNEL trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The WEATHERCHANNEL trademark is owned and used by the Registry Operator and/or its Affiliates in the ordinary course of Registry Operator's and/or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The WEATHERCHANNEL trademark was issued to Registry Operator and/or its Affiliates prior to the filing of its TLD registry application with ICANN.
- The WEATHERCHANNEL trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator and/or its Affiliates in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The WEATHERCHANNEL trademark does not begin with a period or a dot.
- The WEATHERCHANNEL trademark is used by Registry Operator and/or its Affiliates in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (**See Exhibit A**).
- Only Registry Operator and/or 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 (**See Exhibit B**).
- The WEATHERCHANNEL trademark is registered within the TMCH as validated in the SMD file ID for the TLD (**See Exhibit C**).
- The TLD is not a Generic String TLD (as defined in Specification 11).

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 all complete and accurate copies for the TLD to 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]
Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
D: [REDACTED]

Submitted by:	[REDACTED]
Position:	SVP & GM Platform Products & Distribution [REDACTED]
Dated:	August 28, 2014
Email:	[REDACTED]

EXHIBIT A



Oficina Española
de Patentes y Marcas

TÍTULO DE REGISTRO DE MARCA

Cumplidas las disposiciones establecidas en la vigente Ley 17/2001, de 7 de diciembre, de Marcas, se expide el presente título de registro de la marca que más abajo se identifica.

Conforme a la citada Ley de Marcas, el registro de la marca, confiere a su titular el derecho exclusivo a utilizarla en el tráfico económico. El registro ha quedado otorgado, sin perjuicio de tercero, por diez años, contados desde la fecha de presentación de la solicitud, y podrá renovarse indefinidamente por periodos ulteriores de diez años. De no efectuarse la renovación en la forma y plazos previstos legalmente, el registro de la marca será caducado.

Marca N°. 3.014.439

TITULAR DE LA MARCA: **THE WEATHER CHANNEL, LLC**

DISTINTIVO

WEATHER CHANNEL

TIPO DISTINTIVO:

DENOMINATIVO

COLORES REIVINDICADOS

DESCRIPCIÓN Y/O INDICACIÓN DE ELEMENTOS NO REIVINDICADOS EN EXCLUSIVA:

FECHA PRESENTACIÓN SOLICITUD

23 de enero de 2.012

FECHA CONCESIÓN REGISTRO:

26 de abril de 2.012

PRIORIDADES REIVINDICADAS: PAÍS, NÚMERO, SOLICITUD, FECHA

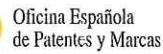
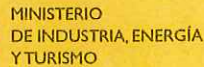
MARCA ESPAÑOLA POR TRANSFORMACIÓN

FECHA PRESENTACIÓN EN OFICINA DE ORIGEN

MODALIDAD MARCA DE ORIGEN Y NÚMERO:

FECHA ANTIGÜEDAD REIVINDICADA:

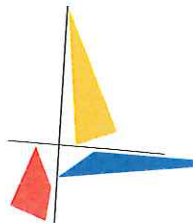
ANTIGÜEDAD DE LA MARCA ESPAÑOLA N°:



CLASE	PRODUCTOS O SERVICIOS PROTEGIDOS:
35	PUBLICIDAD; GESTION DE NEGOCIOS COMERCIALES; ADMINISTRACION COMERCIAL; TRABAJOS DE OFICINA; PROMOCION DE LA CONCIENCIACION DEL PUBLICO EN MATERIA DE LA SEGURIDAD; PREPARACION, COLOCACION Y DISTRIBUCION DE PUBLICIDAD PARA TERCEROS MEDIANTE DIFUSION POR TELEVISION, CABLE, EMISIONES, SATELITE, TELEFONO, BANDA ANCHA, LA RED INFORMATICA MUNDIAL (INTERNET), MOVILES, TELEMATICA, RADIO, CORREO ELECTRONICO, APARATOS DE JUEGO/CONSOLAS, Y MEDIOS ELECTRONICOS CON Y SIN CABLE; CONSULTORIA EN NEGOCIOS.
41	EDUCACION; FORMACION; ENTRETENIMIENTO; ACTIVIDADES DEPORTIVAS Y CULTURALES; PRODUCCION DE PROGRAMAS DE TELEVISION; SERVICIOS EDUCATIVOS Y DE ENTRETENIMIENTO; ENTRETENIMIENTO DEL TIPO DE SERIES DE PROGRAMAS DE TELEVISION, JUEGO, Y PROGRAMACION POR LA WEB O POR MOVILES; SERVICIOS DE SUMINISTRO DE PUBLICACIONES ELECTRONICAS NO DESCARGABLES EN LINEA.
45	SERVICIOS JURIDICOS; SERVICIOS DE SEGURIDAD PARA LA PROTECCION DE BIENES Y PERSONAS; SERVICIOS PERSONALES Y SOCIALES PRESTADOS POR TERCEROS PARA SATISFACER NECESIDADES INDIVIDUALES; SERVICIOS DE REDES SOCIALES PARA TERCEROS.

Madrid, 9 de mayo de 2012
El Director del departamento
de Signos Distintivos.





BENELUX-MERKENBUREAU

BEWIJS VAN VERNIEUWING

01 Inschrijvingsnummer

0563348

Nummer en dagtekening (dag en uur) van het depot

0846529 18.04.1995, 15.10

02 Vervaldatum

18.04.2015

03 Naam van de houder

The Weather Channel Germany GmbH

04 Adres (straat en nummer) van de houder

Bethmannstrasse 50-54

05 Postcode, plaats en land van de houder

D-60311 Frankfurt am Main,
Duitsland.

06 Naam en adres van de gemachtigde of vermelding van het correspondentie-adres van de houder

Merkenbureau Knijff & Partners B.V.
Leeuwendeldseweg 12
1382 LX Weesp,
Nederland.

08 Woordmerk

WEATHER CHANNEL

13 Klasse-aanduiding en opgave van de waren en diensten

Kl 16 Kranten, tijdschriften, boeken, periodieken en andere drukwerken.

Kl 38 Uitzenden van radio- en televisieprogramma's.

Kl 42 Weerberichtendienst; meteorologische informatie, geologisch onderzoek en landmeetkundige diensten
expertises (ingenieursdiensten).

14 Klasse-opstelling (00 = tot en met)

16 38 42

18 Dagtekening van de aanvraag van de vernieuwing

09.03.2005

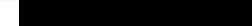
Publicatiedatum van de inschrijving

09/1995

Publicatiedatum van de vernieuwing

12/2005

Kenmerken van de deposant of de gemachtigde



Den Haag, 01/12/2005

Edmond Simon
Directeur

Merkenadviseurs
Trademark Attorneys

Kilpatrick Stockton LLP
Attn.: [REDACTED]
Suite 2800 - 1100 Peachtree Street
GA 30309-4530 ATLANTA
United States

M.H. Knijff
P.A.W. Thiel
mr. ing. J. Vermeulen
M.E. van der Lee
T.B. Ockeloen-Kruit
mr. D.C. Teeuwissen
mr. A.M. Hart
mr. P.W.H. Gevers
mr. B.F.D. Goossens
mr. M.A.H. Spoor
mr. J.W. van den Broek

Weesp, January 3, 2006

Your ref.
Our ref.
Direct dial

Re.: Benelux - Renewal of registration no. 0563348 word mark WEATHER CHANNEL in the name of The Weather Channel Germany GmbH

Dear [REDACTED]

I am pleased to send you the Certificate of Renewal. The particulars of the subject registration are given below:

Trade mark : word mark WEATHER CHANNEL
Class(es) : 16, 38, 42
Country : Benelux
Registration no. : 0563348
Proprietor : The Weather Channel Germany GmbH
Bethmannstrasse 50-54
D-60311 Frankfurt am Main
Germany
Registration date : April 18, 1995
Renewal date : April 18, 2015

The data have been entered into our records and I will remind you in due time of all actions required in order to maintain your rights.

With kind regards,

Daan Teeuwissen
NM

KS Docketing

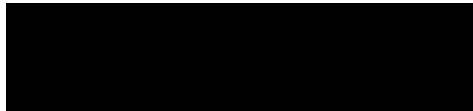
Docketed for: _____
Entered on: 1/30/06
Initials: CR
Previously Entered: _____

Kilpatrick Stockton LLP
Attn. [REDACTED]
Suite 2800 - 1100 Peachtree Street
ATLANTA, GA 30309-4530
United States

P.A.W. Thiel
M.E. van der Lee
T.B. Ockeloen-Kruit
mr. D.C. Teeuwissen
mr. A.M. Hart
mr. P.W.H. Gevers
mr. B.F.D. Goossens
mr. M.A.H. Spoor
mr. E.C. Häuer
mr. A.F.H. Bos
mr. S.H.C. van Dongen
mr. C.G.M. Schreuder
L.M. Splinter
mr. H. Stegeman

Weesp, October 8, 2008

Your ref.
Our ref.
Direct dial



M.H. Knijff

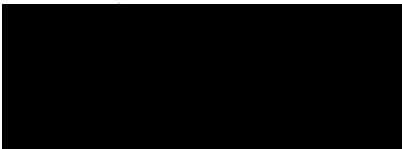
**Re.: Recordal of assignment against International Registration 0638624,
WEATHER CHANNEL in the name of the Weather Channel, Inc., a Georgia
Corporation**

Dear [REDACTED]

With reference to prior correspondence, I herewith enclose the official confirmation, which shows that the above-mentioned change has been recorded against the above mentioned trademark registration. I advise you to store this document carefully, preferable together with the official certificate of trademark registration.

Trusting to have been of service to you, I will close my file on this matter shortly.

With kind regards,



Enclosure



- 3 OKT. 2008

Arrangement de Madrid
et
Protocole de Madrid

Merkenbureau Knijff & Partners
B.V.
P.O. Box 5054
NL-1380 GB Weesp
Pays-Bas

Notre référence :
Votre référence :

Genève, le 29/09/2008

Enregistrement international no 0638624 (WEATHER CHANNEL)

Madame,
Monsieur,

Nous vous informons que le **changement total de titulaire** décrit ci-après a été inscrit au registre international à l'égard des enregistrements internationaux susmentionnés et sera publié dans la "Gazette OMPI des marques internationales" no 39/2008.

Nom et adresse de l'ancien titulaire :

THE WEATHER CHANNEL GERMANY GMBH, FRANKFURT AM MAIN,
Allemagne

Nom et adresse du nouveau titulaire :

The Weather Channel, Inc., a Georgia Corporation, 300
Interstate North Parkway, ATLANTA, GA 30339, États-Unis
d'Amérique

Mandataire constitué du nouveau titulaire :

Merkenbureau Knijff & Partners B.V., P.O. Box 5054, NL-1380
GB Weesp, Pays-Bas

Date d'inscription : 08/07/2008

Bureau international de l'Organisation Mondiale
de la Propriété Intellectuelle (OMPI)

Exhibit B

TLD Registration Policies

.WEATHERCHANNEL TLD REGISTRATION POLICY

1. ELIGIBILITY

Only The Weather Channel, LLC and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement ("Specification 13") where applicable) are eligible, but not entitled, to register a Domain Name under the **.WEATHERCHANNEL** 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 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;
 - 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 licensee for the use of the Domain Name 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; 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) 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.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) If it is in the best interest of the Registry, in the Registry's sole discretion;
- (viii) where such Domain Name is placed under reserved names list at any time; 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 The Weather Channel'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 .WEATHERCHANNEL 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 The Weather Channel, LLC ("WEATHERCHANNEL")*

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.*