

## **.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

Aktiebolaget Electrolux (“Registry Operator”), in connection with the execution of the Registry Agreement for the AEG TLD (the “Registry Agreement”), hereby applies for AEG 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 AEG TLD (.aeg) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The AEG trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The AEG trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator’s and its Affiliates’ business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The AEG trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The AEG trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The AEG trademark does not begin with a period or a dot.
- The AEG trademark is used by Registry Operator 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, 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 TLD is not a Generic String TLD (as defined in Specification 11).
- The AEG trademark is registered within the TMCH as validated in the SMD file ID for the TLD (See Exhibit C)

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]

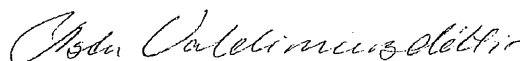
Submitted by: [REDACTED]  
Position: Senior Trademark Attorney  
Dated: 10 October 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**

## CERTIFICATE OF RENEWAL

The International Bureau of the World Intellectual Property Organization (WIPO) certifies that the indications appearing in the present certificate conform to the recording made in the International Register of Marks maintained under the Madrid Agreement and Protocol.



Ásta Valdimarsdóttir  
Head of the Operations Service  
Madrid Registry  
Brands and Designs Sector

Geneva, January 24, 2013

**802 025**

Registration date: **December 18, 2002**

Date of the renewal: **December 18, 2012**

Date next payment due: **December 18, 2022**

Aktiebolaget Electrolux  
S:t Göransgatan 143  
SE-105 45 Stockholm  
(Sweden).

Legal nature of the holder (legal entity) and place of organization: Joint-stock company, Sweden.

Name and address of the representative: XXXXXXXXXX  
XXXXXXXXXX AB ELECTROLUX, St Göransgatan 143, SE-105 45 STOCKHOLM (Sweden).

**AEG**

Indication relating to the nature or kind of mark: standard characters

List of goods and services - NCL(8):

7 Engines (other than for land vehicles), electrical generators, turbines (other than for land vehicles), machines for the treatment and processing of metals, wood and plastics, synchronous and asynchronous machines, d.c. machines, machine tools, not manually operated household, agricultural and gardening devices; washing machines, spin driers, dishwashers, ironing machines, electrical kitchen machines, household cutters, steam cleaners, electrical knives, electrical coffee and spice grinders, universal electric cutters; electric juice extractors, electric stirring and mixing apparatus, tin openers, shoe polishing machines, rubbish compressing machines, pumps (included in this class), compressors, conveyors and conveyor installations; apparatus and installations constructed therefrom for vibration engineering for extracting, conveying, apportioning and sifting bulk material; drilling installations consisting of drilling apparatus, mechanical cleaning in-

struments, washing apparatus, sorting apparatus, separating apparatus, belt conveyor apparatus, conveyor apparatus, extraction apparatus; electric drills, vacuum cleaners, battery vacuum cleaners; motors and drives for apparatus for transportation on land (other than for land vehicles) in air or water; electric power tools, drills, rotary and demolition hammers, screwdrivers, circular, jig and chain saws, hedge trimmers, hot air guns, glue guns, spray guns, grinding, milling and planing machines, drills, chisels (electrical), grinding blades, grinding pins, saw blades (machine parts), saw wheels, saw chains, scissors (electrical), grinding pins, sander belts, plane knives for aforementioned machines; electrical sorting machines; electrical welding machines and automatic welding machines; ticket printers and ticket stamping machines, luggage conveying installations.

- 8 Manually operated tools and devices for cosmetic purposes; cutlery; hair clippers and hair shears, nail clippers, manicure and pedicure sets.
- 9 Physical, chemical, optical, electrotechnical and electronic apparatus, equipment and instruments for laboratory research; surveying, weighing, signalling, measuring, metering, registering, monitoring, controlling and switching apparatus; switching regulators, power controllers, alarm devices, contactors, apparatus for recording, broadcasting, transmission, receiving, reproduction and processing of sounds, signals and/or images, CD-players, record players, cassette recorders, video recorders, video-disc players, digital receiving and play units, displays, line decoders, module driver units, communication satellites, television and radio apparatus, apparatus for cable television, transmitters, high frequency generators, emergency power supply apparatus and installations constructed therefrom; apparatus for guided and wireless information retrieval technology, information transmission technology and information processing technology, including ultra high frequency and sonic technology, radio locating installations, radar and positioning apparatus and navigation apparatus, laser apparatus, sonar apparatus, night vision apparatus, targeting apparatus, ultra sound apparatus, discussion and interpreter installations constructed from

- sound transmission apparatus; aerials; photographic and film apparatus; cameras; loud speakers, headphones, microphones, amplifiers, sound heads; speech machines, calculation machines, data processing apparatus; transformers, choking coils (impedance), transducers, surge absorbers, low-voltage distributors, power converters, rectifiers, inverted rectifiers, converters, current supplying apparatus, chargers, solar apparatus; automatic distribution machines, electric juke boxes; encoding apparatus; electronic reading, signalling and sorting apparatus, automatic letter sorting apparatus and installations constructed therefrom, automatic freight and luggage and distribution installations, consisting of driving apparatus, checking (supervision), monitoring and control apparatus; alarm installations; car park access and toll collection apparatus, consisting of control, checking (supervision) and monitoring apparatus; solar cells; train protecting apparatus and target display apparatus; electrically driven meters of all types, switch clocks; electrostatic spraying apparatus, condensers, resistors, electric and mechanical filters, counters, quartz for electronic apparatus, tubes, semiconductor component parts, diodes, thyristors, transistors, photo-voltaic cells, optoelectronic components, relays, transmitters, and high temperature conductors and thermally controlled resistors; electric batteries; printed, engraved and potted circuits, computer programs recorded on data carriers; electric commutators and fuses, excess current release devices; electric equipment for vehicles of all types; electric lines, connections and material for electric lines; hair curlers, electric irons; capacitors, ballasts and sockets therefor; photoconductor drums.
- 10 Surgical, medical, dental and veterinary apparatus and instruments; blood fat measuring instruments, blood pressure apparatus, pulse frequency measuring instruments, thermometers for medical purposes, inhalation devices, analysers for medical purposes, heating covers and heating cushions for medical purposes, hearing aids, lamps for medical purposes, lasers for medical purposes, massage devices for medical purposes and for beauty care.
- 11 Lighting, heating, steam generating, cooking, cooling, freezing, defrosting, drying, ventilating, air conditioning and water pipe apparatus as well as sanitary installations, tumble-driers, cookers, electric cookers, gas stoves, built-in electric cookers ovens, built-in ovens; hobs, built-in hobs, gas hobs, built-in gas hobs, table microwave devices, built-in microwave devices, cooking rings, kettles, deep fryers, egg boilers, yoghurt preparing apparatus, waffle irons, toasters, warming plates, grills, raclette devices, thaw devices, refrigerators, freezers, combined cooling and freezing devices, built-in combined cooling and freezing devices, boiling water supplying devices, instant water heaters, hot water heaters, hot water storage devices, tea and coffee machines, coffee dispensers, heating apparatus, hot air ovens, convectors, air conditioning apparatus, air humidifiers, infrared radiators, dehumidification apparatus, vented tumble dryers, condenser tumble dryers, hoods, extractor hoods, hand driers, heat pumps, heat accumulator stoves, heat exchangers, floor heating devices, open air heaters, heaters for gutters, heaters for liquid bearing pipes, room exhausting apparatus, solar collectors, solar modules, hair driers, tanning devices, showers, vacuum devices, sterilization apparatus, immersion heaters, tableware heaters, lights, lamps, reflectors, illumination for tunnels and airports, spotlights, incandescent bulbs, fluorescent tubes, fluorescent lamps, components for background illumination, halogen lamps, light chains, sockets for electric lights.
- 17 Sealing, packing and insulating materials, insulators, insulation felt, insulation fabrics, suckable and pourable materials from plastics, in particular viscose rayon, made in spongelike form and pressed for the setting up of front walls and for the organization of cut-outs for cables and lines through walls and covers, sealing compounds for sealing and insulation purposes, plates, foils, pipes, cylinders, bars and profiles made of plastic for electrical insulation and decoration purposes.
- Basic registration:* Germany, 03.12.2002, 302 30 267.0/01.  
*Data relating to priority under the Paris Convention:* Germany, 20.06.2002, 302 30 267.0/01.  
*Designations under the Madrid Protocol:* Austria, Belarus, Benelux, Bosnia and Herzegovina, China, Cuba, Denmark, Finland, Georgia, Greece, Hungary, Islamic Republic of Iran, Japan, Norway, Poland, Portugal, Singapore, Sweden, Switzerland, Turkey, United Kingdom.  
*Declaration of intention to use the mark:* United Kingdom, Singapore.  
*Limitation:* Belarus, Bosnia and Herzegovina, China, Cuba, Japan, Turkey.  
*Limitation:* Denmark.  
*Limitation:* Finland.  
*Limitation:* Greece, Norway, Sweden, United Kingdom.  
*Limitation:* Poland.  
*Limitation:* Singapore.  
*Other final decisions:* Japan; 2004/38 Gaz.  
*Other final decisions:* Cuba; 2008/8 Gaz.

**Exhibit B**

**TLD Registration Policies**

## **AEG TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

Only Electrolux and its Affiliates are eligible to register a Domain Name under the AEG TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence 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; 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 licencing 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
  - 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 licences 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) 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 Electrolux'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 licence 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** has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the **AEG** 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 Aktiebolaget Electrolux ("Electrolux");

**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.

**Exhibit C**

**SMD File No.** [REDACTED]