

.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

Aetna Life Insurance Company (“Registry Operator”), in connection with the execution of the Registry Agreement for the .AETNA TLD (the “Registry Agreement”), hereby applies for the .AETNA 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. In particular, Registry Operator confirms that:

- (i) the TLD string is identical to the textual elements protected by the United States Trade Mark Registration for the Aetna mark (attached hereto as Exhibit A). The Aetna mark:
 - a. is recorded with, and has been issued a signed mark data file by, the Trademark Clearinghouse (attached hereto as Exhibit C);
 - b. is owned and used by the Registry Operator in the ordinary course of Registry Operator’s business, in connection with the offering of the goods and/or services claimed in the trademark registration;
 - c. was most recently registered by Registry Operator on December 5, 1995 (with earlier registrations in 1992 and 1965), prior to Registry Operator’s 2012 application for the .AETNA TLD;
 - d. will be used continuously throughout the Term of the Registry Agreement in the ordinary course of business of Registry Operator, in connection with the offering 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;
- (ii) only Registry Operator, its Affiliates or Trademark Licensees will be registrants of domain names in the .AETNA TLD and will 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 the Aetna trademark registration (attached hereto as Exhibit A).

Registry Operator confirms 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, respectively, the official trademark registration for the Aetna mark, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted.

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 in, and supporting materials provided with, this application.

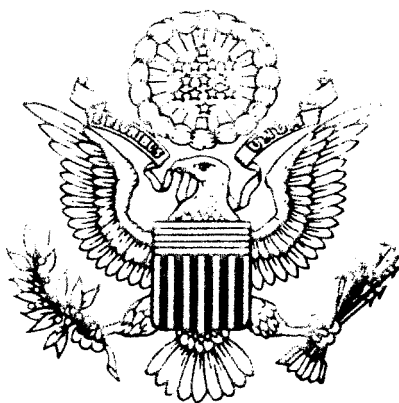
Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or is not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under 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:	Paralegal, Intellectual Property & Technology
Dated:	October 31, 2014
Email:	[REDACTED]

EXHIBIT A

UNITED STATES TRADEMARK REGISTRATION

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this fifth day of December 1995.



Bruce Lehman

Commissioner of Patents and Trademarks

NOTICE

This Registration will be canceled by the Commissioner of Patents and Trademarks at the end of six years following the date of registration, unless within one year next preceding the expiration of such six years, the registrant files in the Patent and Trademark Office an affidavit showing that said mark is in use in Commerce or showing that its nonuse is due to special circumstances which excuse such nonuse and is not due to any intention to abandon the mark. A fee of \$100.00 for each class must accompany the affidavit.

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 1,939,424

Registered Dec. 5, 1995

**SERVICE MARK
PRINCIPAL REGISTER**

AETNA

AETNA LIFE AND CASUALTY COMPANY
(CONNECTICUT CORPORATION)
151 FARMINGTON AVENUE
HARTFORD, CT 06156

FOR: INSURANCE UNDERWRITING SERVICES IN THE FIELD OF LIFE, HEALTH AND PROPERTY-CASUALTY INSURANCE; INVESTMENT MANAGEMENT OF PENSIONS AND ANNUITIES; RETIREMENT PLANNING; INVESTMENT MANAGEMENT SERVICES TO BUSINESSES, GOVERNMENT UNITS, ASSOCIATIONS, COLLECTIVELY BARGAINED

WELFARE TRUSTS, EDUCATIONAL INSTITUTIONS AND INDIVIDUALS; REAL ESTATE INVESTMENT, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-31-1905; IN COMMERCE 12-31-1905.

OWNER OF U.S. REG. NOS. 822,577 AND 1,744,804.

SER. NO. 74-548,195, FILED 7-11-1994.

ESTHER A. BORSUK, EXAMINING ATTORNEY

EXHIBIT B

.AETNA DOMAIN NAME REGISTRATION POLICY

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CHAPTER 1. Mission

Aetna Life Insurance Company (“Aetna” or “Registry”), as the life and health insurance subsidiary of health care company Aetna Inc., offers group life policies, health policies and related health care benefits, select individual products, and disability insurance and related services. Aetna offers these products and services throughout North America. Aetna was founded in 1853 and is the primary entity that makes up Aetna Inc.’s group insurance, health care and legacy large case pensions businesses.

The mission and purpose of Aetna’s application for the .AETNA gTLD is to:

1. secure and protect Aetna’s brand as a gTLD;
2. reflect the AETNA® marks and brand at the top level of the DNS hierarchy;
3. provide a secure and trusted platform for electronic communication and transactions on the Internet;
4. provide Aetna’s stakeholders with a recognizable and trusted identifier on the Internet. Such stakeholders include, but are not limited to:
 - subsidiaries;
 - official dealers and retailers of Aetna’s products and services;
 - affiliates, including providers and resellers;
 - regulators;
 - prospective and current customers; and
 - directors and officers of Aetna and its parent company, Aetna Inc.; and
5. provide such stakeholders with a secure and safe Internet environment, which increases brand awareness and stakeholder trust – two key assets within the insurance industry.

CHAPTER 2. Definitions, Policy Scope and Amendments

Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meanings:

Accredited Registrar	an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
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Affiliate	a person or entity that is under common control with Aetna, as defined in Section 2.9(c) of the Registry Agreement;
Applicant	a physical person, company or organization in whose name an Application is submitted to the Registry;
Application	a request for a Domain Name Registration filed with the Registry;
Domain Name	a name at the second level within the .AETNA TLD;
Domain Name Registration	a Domain Name for which the Registry maintains data required to operate the Domain Name in the .AETNA TLD;
ICANN	the Internet Corporation for Assigned Names and Numbers;
Policy	this .AETNA Domain Name Registration Policy, including any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
Registrant	a person or entity in whose name a Domain Name is registered;
Registry	Aetna Life Insurance Company (Aetna), having its seat at Hartford, Connecticut;
Registry Operator Agreement	the agreement entered into by and between the Registry and ICANN on (date tbd) ;
Registry Web Site	the various pages and websites available under http://www.registry.aetna and/or http://www.nic.aetna ;
TLD	Top Level Domain;
Trademark Clearinghouse	the system for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
Trademark Licensee	a legal entity that has a written trademark license agreement with Aetna or an Affiliate, as defined in Specification 13 of the Registry Agreement.

Article 2. Policy Scope

2.1. This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with the terms of the Registry Operator Agreement;
2. the terms under which Applicants can request Domain Name Registrations;
3. in general, the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of .AETNA and the preservation of the integrity of the Registry's trademarks, as well as setting out the basic rules and procedures applicable to:
 - the Registry;
 - any Registrant;
 - any person or entity interested in obtaining a Domain Name.

2.2. As the .AETNA TLD will be managed and operated exclusively by Registry and such Affiliates and Trademark Licensees that Registry may choose to designate, this Policy may be incorporated into existing corporate policies. Additionally, Aetna will implement and interpret this Policy in accord with existing business and marketing decision-making channels. Registry may develop and implement additional policies designed to effectuate the mission and purpose of the .AETNA TLD and to ensure coordination with existing or evolving corporate policy.

Article 3. Amendments

The Registry may amend the provisions of this Policy from time to time, including the conditions and requirements herein, at Registry's sole discretion. Such amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

CHAPTER 3. Domain Name Applications

Article 4. Registrant Eligibility

4.1. The .AETNA TLD is a .Brand TLD as defined by ICANN, in particular Specification 13 of the Registry Agreement. Only the Registry, and, at Registry's sole discretion, such Affiliates and Trademark Licensees as Registry may choose to designate, are entitled to be the Registrant for any and all Domain Name Registrations.

4.2. The Registry shall be entitled at all times, and at its sole discretion, to alter or amend these criteria, or to establish additional policies for Registrant eligibility.

4.3. The registration of Domain Names must be approved by an authorized person(s) as designated by the Registry, in addition to meeting all the requirements herein.

4.4. The Registry shall at all times be entitled to define and introduce a verification process in order to confirm that the Application and/or Domain Name Registration has actually been made by a party meeting the requirements in this Article.

4.5. If and when the Registry allows third parties other than the Registry, Affiliates, or Trademark Licensees to register Domain Names, it will develop and publish further eligibility guidance, if it deems fit. At such time, Registry will act in accord with additional ICANN policies which may apply, including the policies established in Specification 13 for TLDs that no longer qualify as .Brand TLDs.

Article 5. Domain Name Syntax Requirements

5.1. Every Domain Name must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen ("-"), subject to the restrictions set out below;
- the Domain Name cannot begin or end with a hyphen ("-");
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD, and after conversion into ASCII for IDNs);
- the Domain Name must have a minimum length of 1 character.

5.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Article 6. Application Process

6.1. Any party meeting the requirements in Article 4 of this Policy shall be entitled to request a Domain Name Registration.

6.2. Any and all Applications or Domain Name Registration requests must be submitted to Registry's Digital Marketing Team, or such other authorized person(s) as may be appointed by the Registry, by whatever process Registry designates.

Article 7. Representations and Warranties

Each Applicant, each party submitting a Domain Name Registration request, and each Registrant must represent and warrant that:

- to its knowledge, the registration of the Domain Name in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party; and
- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name in violation of any applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.

CHAPTER 4. Allocation and Operation

Article 8. Domain Name Allocation

8.1. Domain names will be allocated solely to Registry and any Affiliates and Trademark Licensees Registry may choose to designate.

8.2. The Registry shall determine, at its sole discretion, how and when any Domain Names in the .AETNA TLD shall be registered and used, provided that Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Registrant meets the requirements in Article 4 of this Policy;
- the Domain Name meets all the criteria set out in this Policy; and
- the Domain Name is available.

8.3. Any and all Applications or Domain Name Registration requests must be submitted to Registry's Digital Marketing Team, or such other authorized person(s) as may be appointed by the Registry, by whatever process Registry designates.

Article 9. Reserved Names

Registry reserves two-character labels, country and territory names, names related to certain international organizations, and certain other labels, in accordance with ICANN policies. Registry reserves the right to revise this policy from time to time to ensure compliance with future ICANN policies.

Article 10. Domain Name Operation

10.1. The number of years for which any Domain Name is registered and the terms of renewal shall be determined at the sole discretion of the Registry. The Registry shall be entitled, at any time and at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel any Application or resulting Domain Name Registration for any reason.

10.2. The Registry shall at all times be entitled to determine, at its sole discretion, the name servers for each Domain Name, and the services associated therewith.

10.3. Only Registry, and such Affiliates and Trademark Licensees as Registry may choose to designate, shall control the DNS records associated with names at any level in the TLD.

Article 11. Dispute Resolution

The Registrant agrees to be bound by the applicable Dispute Resolution Policies established by ICANN with respect to all disputes in connection with the Domain Name.

Article 12. Privacy and Data Protection

12.1. 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.

12.2. The Registry may only transfer the data to third parties:

1. with the Registrant's consent;
2. in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
3. for a publicly available and searchable WHOIS look-up facility, in accordance with Specification 4 of the Registry Agreement.

CHAPTER 5. General Provisions

Article 13. Assignment

Unless expressly provided for otherwise herein, no party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Article 14. Severability

If any provision of this Policy or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

Article 15. Compliance with Law

No party subject to this Policy will undertake, cause, or permit to be undertaken or caused, any conduct or activity which is illegal under applicable laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

Article 16. Compliance with ICANN Policy

Registrants agree to be bound by all applicable ICANN consensus and temporary policies as required by ICANN.

Article 17. Applicable Law

This Policy, as amended from time to time, will be governed by the laws of the State of Connecticut.

EXHIBIT C

TRADEMARK CLEARINGHOUSE SMD FILE ID NUMBER

