

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

HTC Corporation ("Registry Operator"), in connection with the execution of the Registry Agreement for the .htc TLD (the "Registry Agreement"), hereby applies for the .htc 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. Specifically:

- The applied-for TLD, .htc, is identical to the textual elements of the HTC trademark registered with the United States Patent and Trademark Office, with registration number 3636164 ("HTC Mark");
- The HTC Mark is recorded with, and has been issued a signed mark data (SMD) file by, the Trademark Clearinghouse;
- The HTC Mark is owned and used by the Registry Operator's Affiliate, in the ordinary course of its business, and was issued to Registry Operator's Affiliate prior to the filing of the .htc application with ICANN;
- The HTC Mark has been used throughout the term of its registration continuously in connection with the goods and services identified in the trademark registration. Registry Operator's Affiliate intends to maintain the use of the Flickr Mark throughout the term of the Registry Agreement;
- The HTC Mark does not begin with a period or a dot;
- The HTC Mark is used by the Registry Operator's Affiliate in the conduct of business unrelated to the provision of TLD Registry Services;
- As referenced in the attached Registry Policies, only Registry Operator, its Affiliates or Trademark Licensees are permitted to be registrants of domain names in the .htc TLD, and control the DNS records associated with such domain names;
- The .htc TLD is not a Generic String TLD, as defined in Specification 11 of the

Registry Agreement;

- An accurate and complete copy of the registration certificate for the hTC Mark is attached as Exhibit A.

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

Submitted by:

Position:

Chairman

Dated:

204/10/24

Email:

Exhibit A
Trademark Registration

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



John Doll

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

Requirements in the First Ten Years*

What and When to File:

- First Filing: A Declaration of Continued Use (or Excusable Non-use), filed between the 5th and 6th years after the registration date. (See 15 U.S.C. §1058; 37 C.F.R. §2.161.)
- Second Filing: A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between the 9th and 10th years after the registration date. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

Requirements in Successive Ten-Year Periods*

What and When to File:

- A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between each 9th and 10th-year period after the date when the first ten-year period ends. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

Grace Period Filings*

There is a six-month grace period for filing the documents listed above, with payment of an additional fee.

The U.S. Patent and Trademark Office (USPTO) will **NOT** send you any future notice or reminder of these filing requirements. Therefore, you should contact the USPTO approximately one year prior to the deadlines set forth above to determine the requirements and fees for submission of the required filings.

NOTE: *Electronic forms for the above documents, as well as information regarding current filing requirements and fees, are available online at the USPTO web site:*

www.uspto.gov

**YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT
FILE THE DOCUMENTS IDENTIFIED ABOVE DURING THE
SPECIFIED TIME PERIODS.**

*Exception for the Extensions of Protection under the Madrid Protocol:

The holder of an international registration with an extension of protection to the United States must file, under slightly different time periods, a Declaration of Continued Use (or Excusable Non-use) at the USPTO. See 15 U.S.C. §1141k; 37 C.F.R. §7.36. The renewal of an international registration, however, must be filed at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol. See 15 U.S.C. §1141j; 37 C.F.R. §7.41.

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

Reg. No. 3,636,164

United States Patent and Trademark Office

Registered June 9, 2009

TRADEMARK
PRINCIPAL REGISTER

htc

HTC CORPORATION (TAIWAN CORPORATION)
NO. 23, XINGHUA ROAD,
TAOYUAN CITY, TAIWAN 330

FOR: MOBILE PHONES; MOBILE PHONES WITH DATA TRANSMISSION FUNCTION; VIDEO PHONES; SMART PHONES; PERSONAL DIGITAL ASSISTANTS; PERSONAL DIGITAL ASSISTANTS FEATURING GLOBAL POSITIONING SYSTEM; PERSONAL DIGITAL ASSISTANTS WITH WIRELESS COMMUNICATION FUNCTION; PERSONAL DIGITAL ASSISTANTS WITH TELECOMMUNICATION FUNCTION; VOICE OVER INTERNET PROTOCOL PHONES; CAMERA PHONES; TABLET COMPUTERS; SLIM COMPUTERS; ULTRA MOBILE PERSONAL COMPUTERS; ACCESSORIES FOR THE ABOVE GOODS, NAMELY, HEADSET, HEADSETS WITH WIRELESS TRANSMISSION FUNCTION, SYNCHRONIZATION CABLE, CRA-

DLE, BATTERY, AC ADAPTOR, CHARGERS, LEATHER POUCHES SPECIALLY ADAPTED FOR CARRYING PDAS AND MOBILE PHONES, CASES FOR MOBILE PHONES, CASES FOR PDAS, MEMORY CARDS, CAR KIT, IN-CAR CHARGERS FOR MOBILES PHONES AND PERSONAL DIGITAL ASSISTANTS, AND IN-CAR HOLDERS FOR MOBILES PHONES AND PERSONAL DIGITAL ASSISTANTS, REMOTE CONTROLS USED WITH MOBILE PHONES AND PDAS, KEYBOARDS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-15-2006; IN COMMERCE 7-13-2006.

SN 77-359,871, FILED 12-27-2007.

WILLIAM BRECKENFELD, EXAMINING ATTORNEY

Exhibit B
TLD Registration Policies

The mission and purpose of the .HTC TLD is to serve as a trusted, hierarchical, and intuitive namespace provided by The HTC 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 .HTC 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 .HTC 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 .HTC Registry Agreement, as well as with ICANN Consensus or Temporary Policies.

Registry Operator reserves the right to amend its registration policy.

Exhibit C
Singed Mark Data File ID Number

