

.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

MSD Registry Holdings, Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .MSD TLD (the "Registry Agreement"), hereby applies for .MSD 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 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: Partner, Hogan Lovells (Paris) LLP
Dated: 1 September 2014
Email: [REDACTED]

Exhibit A
Trademark Registration

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office
10 Year Renewal

Reg. No. 922,205
Registered Oct. 19, 1971
Renewal Term Begins Oct. 19, 1991

TRADEMARK
PRINCIPAL REGISTER

MSD

MERCK & CO., INC. (NEW JERSEY CORPORATION)
126 E. LINCOLN AVE.
RAHWAY, NJ 07065

OWNER OF U.S. REG. NOS. 651,404,
732,760 AND OTHERS.

FOR: HUMAN MEDICINAL, PHARMACEUTICAL AND BIOLOGICAL PREPARATIONS FOR INTERNAL AND TOPICAL USE, IN CLASS 18 (INT. CL. 5).

FIRST USE 6-2-1958; IN COMMERCE 6-2-1958.

SER. NO. 72-350,594, FILED 2-5-1970.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Sep. 17, 1991.*

COMMISSIONER OF PATENTS AND TRADEMARKS

PRINCIPAL REGISTER Trademark

Ser. No. 350,594, filed Feb. 5, 1970

MSD

Merck & Co., Inc. (New Jersey corporation)
126 E. Lincoln Ave.
Rahway, N.J. 07065

For: HUMAN MEDICINAL, PHARMACEUTICAL
AND BIOLOGICAL PREPARATIONS FOR INTER-
NAL AND TOPICAL USE, in CLASS 18 (INT. CL. 5).

First use on or about June 2, 1958; in commerce on or
about June 2, 1958.

Owner of Reg. Nos. 651,404, 732,760, and others.

R. H. NEILSON, Examiner

United States Patent Office

922,205
Registered Oct. 19, 1971

PRINCIPAL REGISTER Trademark

Ser. No. 350,594, filed Feb. 5, 1970

MSD

Merck & Co., Inc. (New Jersey corporation)
126 E. Lincoln Ave.
Rahway, N.J. 07065

For: HUMAN MEDICINAL, PHARMACEUTICAL
AND BIOLOGICAL PREPARATIONS FOR INTER-
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First use on or about June 2, 1958; in commerce on or
about June 2, 1958.

Owner of Reg. Nos. 651,404, 732,760, and others.

R. H. NEILSON, Examiner

Exhibit B

TLD Registration Policies

Title: .MSD Domain Name Registration Policy

Version Control: 1.0

Date of Implementation: 2014-08-19

URL: http://TBC

1.0 Summary: The .MSD top-level domain (TLD) is intended to serve as a trusted, hierarchical and intuitive namespace for the goods and/or services that MSD Registry Holdings, Inc., provides to its customers on a global basis in accordance with Specification 13 of its Registry Agreement with ICANN. This document sets forth the criteria which all domain names must meet in order to be registered and maintained within the TLD. Failure to comply with this Policy is a basis for a domain name registration to be denied, suspended, transferred and/or cancelled at the sole discretion of Registry Operator.

2.0 Definitions:

Applicant: A business or organization that requests registration of a domain name in the TLD

ICANN Consensus Policies: Those policies appearing on the ICANN website, see <https://www.icann.org/resources/pages/consensus-policies-2012-02-25-en>

Policy: Domain Name Registration Policy.

Registered Name Holder: The holder of a domain-name registration in the TLD.

Registrar: An entity that has a Registrar Accreditation Agreement with ICANN and has a Registry-Registrar Agreement with Registry Operator for the distribution of domain names in .MSD.

Registrar Accreditation Agreement (RRA): The agreement between a Registrar and ICANN for the distribution of domain names.

Registry Agreement: The agreement between Registry Operator and ICANN for the .MSD TLD.

Registry Operator: MSD Registry Holdings, Inc.

Registry-Registrar Agreement: The agreement between a Registrar and Registry Operator for the distribution of domain names in the .MSD TLD.

Reserved Name: Domain names that Registry Operator has reserved from registration.

TLD: Means .MSD

Trademark Clearinghouse (TMCH): The database of qualified trademarks that entitles a rights holder to a series of Rights Protection Mechanisms.

3.0 REGISTRY OPERATOR'S RESERVATION OF RIGHTS

Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status, as it deems necessary, either temporarily or permanently: to protect the interests of Registry Operator; to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights

protection mechanisms; to avoid any civil or criminal liability against Registry Operator or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants or contractors; pursuant to any Registry Operator policy; to remedy any error in connection with a TLD domain name registration; or as otherwise deemed necessary in its sole discretion and without notice.

4.0 REGISTERED NAME HOLDER ELIGIBILITY

4.1 The only Registered Name Holder permitted to register domain names in the TLD and control the associated DNS records (at any level) are the Registry Operator, its Affiliates or Trademark Licensees. Any determination regarding eligibility shall be made at the Registry Operator's sole discretion, and is not subject to any further appeal or review process.

4.2 To ensure compliance in connection with this Policy, proxy or privacy registrations are expressly prohibited in the TLD.

5.0 NAME SELECTION

Domain names must meet the following criteria in order to be registered:

5.1 Must be at least 1 character and no more than 63 characters long;

5.2 Must contain only letters (a-z), numbers (0-9) and hyphens or a combination thereof;

5.3 Must start and end with an alpha numeric character, not a hyphen;

5.4 Must not be a Reserved Name; and

5.5 Domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid internationalized domain name in ASCII encoding.

6.0 REGISTRANT NAME HOLDER OBLIGATIONS

6.1 Registrant Name Holders are obligated to comply with all ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then current RRA (or any other replacement clause setting out the terms of the Registration Agreement between a Registrar and a Registered Name Holder whether the domain name is registered through a Registrar or under Specification 5 of the Registry Agreement.

6.2 Registrant Name Holder agrees to the applicability of ICANN-mandated Rights Protection Mechanisms, including but not limited to:

6.2.1 The Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP and rules which are currently located at <https://www.icann.org/udrp/udrp.htm>; and

6.2.2 The Uniform Rapid Suspension system (URS); the URS and rules which currently located at <http://newgtlds.icann.org/en/applicants/urs>.

6.3 Registered Name Holder agrees to comply with all Registry Operator policies and any other terms of services imposed as a condition to register/use a domain name in the TLD.

7.0 RESERVED NAMES

The following terms are reserved from registration.

7.1 Reserved or restricted names to comply with ICANN requirements, including those reserved for specific third parties.

7.2 Those names identified by Registry Operator for operational and other purposes, which Registry Operator may change from time to time.

8.0 Miscellaneous

8.1 Registry Operator reserves the right to modify this Policy at its sole discretion and at any time in accordance with its rights and obligations set forth in its Registry Agreement. In the event that a Registrant Name Holder objects to the any change in this Policy, the sole remedy is cancellation of the domain name registration.

8.2 The terms of this Policy are incorporated by reference into the Registrant Agreement

Exhibit C

Signed Mark Data File ID Number:

