

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

Staples, Inc. ("Registry Operator"), as part of its ongoing contractual negotiations with ICANN for the execution of a Registry Agreement for the .STAPLES TLD ("the Registry Agreement"), hereby applies for .STAPLES 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]
[REDACTED]

Submitted by: [REDACTED]
Position: Senior Company Counsel, IP
Dated: August 28, 2014
Email: [REDACTED]

Exhibit A

Trademark Registration

809



BHIM - BUREAU VOOR HARMONISATIE BINNEN DE INTERNE MARKT	MERKEN, TEKENINGEN EN MODELLEN
OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET	TRADE MARKS AND DESIGNS

INSCHRIJVINGSBEWIJS

Dit inschrijvingsbewijs wordt verstrekt voor het hierna vermelde Gemeenschapsmerk. De overeenstemmende gegevens werden in het register van Gemeenschapsmerken ingeschreven.

CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.



N° 001126960

STAPLES

Ingeschreven/Registered, 03/10/2000

De President/The President



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MERKEN,
TEKENINGEN
EN MODELLEN

TRADE MARKS
AND
DESIGNS

450 13/11/2000

210 001126960

220 06/04/1999

442 20/03/2000

541

732

Staples Inc.
500 Staples Drive,
Framingham, MA 01702
US

740

BUREAU GEVERS
Brussels Airport Business Park
Holidaystraat, 5
B-1831 Diegem
BE

270 NL EN

511 ES - 35 - Asesoría de organización de empresas, incluida la ayuda y asesoría en relación con la constitución de comercios minoristas locales en el campo de los materiales de oficina, muebles de oficina, hardware para ordenadores, programas informáticos, accesorios de ordenador, y teléfonos; tramitación administrativa de pedidos relacionados con servicios relativos a los materiales de oficina, muebles de oficina, hardware para ordenadores, programas informáticos, accesorios de ordenador, y teléfonos, suministrados por una empresa de venta por correo.

ES - 39 - Suministro de mercancías mediante venta por correo.

ES - 42 - Asesoría y consultoría técnica en relación con la constitución de comercios minoristas locales en el campo de los materiales de oficina, muebles de oficina, hardware para ordenadores, programas informáticos, accesorios de ordenador, y teléfonos.

DA - 35 - Rådgivning vedrørende forretningsorganisation, inklusive bistand og rådgivning i

forbindelse med etablering af lokale detailforretninger inden for kontorartikler, kontormøbler, computerhardware, computersoftware, computertilbehør og telefoner; administrativ ordrebehandling i forbindelse med virksomhed vedrørende kontorartikler, kontormøbler, computerhardware, computersoftware, computertilbehør og telefoner leveret af en postordrevirksomhed..

DA - 39 - Levering af varer pr. postordre.

DA - 42 - Teknisk rådgivning i forbindelse med etablering af lokale detailforretninger inden for kontorartikler, kontormøbler, computerhardware, computersoftware, computertilbehør og telefoner.

DE - 35 - Beratung bei der Organisation und Führung von Unternehmen einschließlich Hilfe und Beratung im Zusammenhang mit der Gründung lokaler Einzelhandelsgeschäfte im Bereich Bürobbedarf, Büromöbel, Computerhardware, Computersoftware, Computerzubehör und Telephone; administrative Verarbeitung von Bestellungen im Zusammenhang mit Dienstleistungen in bezug auf Bürobbedarf, Büromöbel, Computerhardware, Computersoftware, Computerzubehör und Telephone, die von einem Versandhaus geliefert werden.

DE - 39 - Warenauslieferung durch Versand.

DE - 42 - Technische Beratung im Zusammenhang mit der Gründung lokaler Einzelhandelsgeschäfte im Bereich Bürobbedarf, Büromöbel, Computerhardware, Computersoftware, Computerzubehör und Telephone.

EL - 35 - Παροχή συμβουλών σε θέματα οργάνωσης επιχειρήσεων, συμπεριλαμβανομένης της παροχής βοήθειας και συμβουλών σχετικά με την έναρξη δραστηριοτήτων λιανικού εμπορίου σε τοπικό επίπεδο στον τομέα των ειδών γραφείου, των επίπλων γραφείου, του υλικού ηλεκτρονικών υπολογιστών, του λογισμικού ηλεκτρονικών υπολογιστών, των εξαρτημάτων ηλεκτρονικών υπολογιστών και των τηλεφώνων· διοικητική επεξεργασία παραγγελιών σε σχέση με υπηρεσίες που αναφέρονται σε είδη γραφείου, έπιπλα γραφείου, υλικό ηλεκτρονικών υπολογιστών, λογισμικό ηλεκτρονικών υπολογιστών, εξαρτήματα ηλεκτρονικών υπολογιστών και τηλέφωνα και οι οποίες παρέχονται από μια επιχείρηση ταχυδρομικών παραγγελιών.



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TEKENINGEN
EN MODELLEN
TRADE MARKS
AND
DESIGNS

EL - 39 - Παράδοση εμπορευμάτων μέσω ταχυδρομικών παραγγελιών.

EL - 42 - Παροχή τεχνικών συμβουλών σχετικά με την έναρξη σε τοπικό επίπεδο δραστηριοτήτων λιανικού εμπορίου στον τομέα των ειδών γραφείου, των επίπλων γραφείου, του υλικού ηλεκτρονικών υπολογιστών, του λογισμικού ηλεκτρονικών υπολογιστών, των εξαρτημάτων ηλεκτρονικών υπολογιστών και των τηλεφώνων.

EN - 35 - Business management consultancy, including assistance and advising in the establishment of on-site retail stores in the field of office supplies, office furniture, computer hardware, computer software, computer accessories, and telephones; administrative processing of orders in connection with services featuring office supplies, office furniture, computer hardware, computer software, computer accessories, and telephones, rendered by a mail order company.

EN - 39 - Delivery of goods by mail order.

EN - 42 - Technical consultancy and advising in the establishment of on-site retail stores, in the field of office supplies, office furniture, computer hardware, computer software, computer accessories, and telephones.

FR - 35 - Conseils d'entreprises, y compris assistance et conseils dans le cadre de la création de commerces de détail locaux dans le domaine des fournitures de bureau, meubles de bureau, matériel informatique, logiciels informatiques, accessoires informatiques et téléphones; traitement administratif de commandes concernant des services dans le domaine des fournitures de bureau, meubles de bureau, matériel informatique, logiciels informatiques, accessoires informatiques et téléphones, livrés par une entreprise de vente par correspondance.

FR - 39 - Livraison de produits par correspondance.

FR - 42 - Conseils et avis techniques concernant la création de commerces locaux de détail locaux dans le domaine des fournitures de bureau, meubles de bureau, matériel informatique, logiciels informatiques, accessoires informatiques et téléphones.

IT - 35 - Consulenza in materia di organizzazione aziendale, compresa assistenza e consulenza in materia di apertura di attività locali di commercio al minuto nel settore delle forniture per ufficio, mobili per ufficio, hardware,

software, accessori per computer e apparecchi telefonici; gestione amministrativa di ordini in relazione a servizi riguardanti forniture per ufficio, mobili per ufficio, hardware, software, accessori per computer, apparecchi telefonici forniti da una società di vendita per corrispondenza.

IT - 39 - Consegna di merci a mezzo posta.

IT - 42 - Assistenza tecnica e consulenza in materia di apertura di attività in loco di commercio al minuto nel settore delle forniture per ufficio, mobili per ufficio, hardware, software, accessori per computer e apparecchi telefonici.

NL - 35 - Bedrijfsorganisatorische advizing, met inbegrip van hulp en advies in verband met het oprichten van plaatselijke kleinhandelszaken op het gebied van kantoorbenodigdheden, kantoormeubelen, computer hardware, computer software, computertoebehoren, en telefoons; administratieve verwerking van bestellingen in verband met diensten betreffende kantoorbenodigdheden, kantoormeubels, computer hardware, computer software, computer accessoires, en telefoons, geleverd door een postorderbedrijf.

NL - 39 - Het leveren van goederen via postorder.

NL - 42 - Technische raadgeving en advies in verband met het oprichten van plaatselijke kleinhandelszaken, op het gebied van kantoorbenodigdheden, kantoormeubelen, computer hardware, computer software, computertoebehoren, en telefoons.

PT - 35 - Consultoria em matéria de organização de negócios, incluindo auxílio e aconselhamento no estabelecimento local de negócios de comércio a retalho no domínio dos materiais de escritório, móveis para escritório, hardware, software, acessórios de computador e telefones; tratamento administrativo de encomendas relativas a serviços relacionados com materiais de escritório, móveis para escritório, hardware, software, acessórios de computador e telefones, distribuídos por uma empresa de encomenda postal.

PT - 39 - Distribuição de mercadorias via postal.

PT - 42 - Consultadoria e aconselhamento técnico em matéria de organização de negócios no estabelecimento local de negócios de comércio a retalho relacionados com



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TEKENINGEN
EN MODellen
TRADE MARKS
AND
DESIGNS

materiais de escritório, móveis para escritório, hardware, software, acessórios de computador, e telefones.

FI - 35 - Yritysorganisatorinen neuvonta, mukaan lukien konttoritarvikkeisiin, konttorihuonekaluihin, tietokonelaitteistoihin, tietokoneohjelmistoihin, tietokonearvikkeisiin ja puhelimiin liittyvien paikallisten vähittäiskauppojen perustamiseen liittyvä avustus ja neuvonta; postimyntäyrytyksen toimittamiin konttoritarvikkeisiin, konttorihuonekaluihin, tietokoneaitteistoihin, tietokoneohjelmistoihin, tietokonevarusteisiin ja puhelimiin liittyviin palveluihin liittyvien tilausten hallinnollinen käsittely.

FI - 39 - Tavaroiden toimitus postimyntinä.

FI - 42 - Konttoritarvikkeisiin, konttorihuonekaluihin, tietokoneaitteistoihin, tietokoneohjelmistoihin, tietokonearvikkeisiin ja puhelimiin liittyvien paikallisten vähittäiskauppojen perustamiseen liittyvä tekninen opastus ja neuvonta.

SV - 35 - Konsulttjänster med avseende på företagsorganisation, inkluderande assistans och rådgivning i samband med etablering av lokala detaljhandelsföretag inom området kontorsförmödenheter, kontorsmöbler, maskinvara, programvara, datorillbehör och telefoner; administrativ orderbehandling i samband med tjänster avseende kontorsförmödenheter, kontorsmöbler, maskinvara, programvara, datorillbehör och telefoner, levererade av ett postorderföretag.

SV - 39 - Varuleverans via postorder.

SV - 42 - Teknisk rådgivning och konsulttjänster i samband med etablering av lokala detaljhandelsföretag inom området kontorsförmödenheter, kontorsmöbler, maskinvara, programvara, datorillbehör och telefoner.

Exhibit B

TLD Registration Policies

.STAPLES TLD REGISTRATION POLICY

1. 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.

2. ELIGIBILITY

Only Staples, Inc. 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 to register a Domain Name under the **.STAPLES TLD**. If the Registrant ceases to be eligible at any time in the future, the Registry Operator 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 Operator ("Authorized Person") in addition to meeting all requirements under the Registry Rules. To ensure compliance in connection with this Policy, proxy or privacy registrations are expressly prohibited in the TLD.

3. 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 a Reserved Name or blocked by the Registry Operator

(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 Operator; and
- c. Any additional technical requirements as required by the Registry Operator from time to time.

(iii) Compliance with all requirements under the Registry Rules.

4. 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 Operator from time to time. Registrant must also agree 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 Registrant whether the domain name is registered through a Registrar or under Specification 5 of the Registry Agreement.

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

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

Registrant 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.

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 licensing 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 Operator 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.

5. 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.

6. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry Operator 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 Operator.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry Operator;
- (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.

7. 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 Operator as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry Operator.

8. RESERVED NAMES

The Registry Operator may place certain names in its reserved list from time to time where:

- (i) the Registry Operator believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry Operator;
- (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 Operator in its sole discretion decides certain names to be reserved for any reason.

9. MISCELLANEOUS

(i) 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 objects to the any change in this Policy, the sole remedy is cancelation of the domain name registration.

(ii) The terms of this Policy are incorporated by reference into the Registrant Agreement

10. DEFINITIONS

Affiliate has the same meaning as defined in Registry Agreement.

Domain Name means a domain name registered directly under the **.Staples TLD** or for which a request or application for registration has been filed with the Registry Operator;
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).

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

Policy means the Domain Name Registration Policy.

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.

Registrar means 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 <.TLD>.

Registry Agreement means the agreement between the Registry Operator and ICANN;

Registry Operator means Staples, Inc.

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

Registry Rules mean:

(i) this Registration Policy; and

(ii) any rules and regulations provided and amended by the Registry Operator from time to time.

TLD: Means .Staples

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

Exhibit C

SMD File ID Number

